BOARD OF COUNTY COMMISSIONERS

FINAL AGENDA
7/13/21 9:00 AM

BOCC MEETING AGENDA
COMMISSION CHAMBERS
2401 SE MONTEREY ROAD, STUART, FLORIDA 34996

COUNTY COMMISSIONERS
Stacey Hetherington, Chair
Doug Smith, Vice Chairman
Harold E. Jenkins II
Sarah Heard
Edward V. Ciampi

Taryn Kryzda, County Administrator
Sarah W. Woods, County Attorney
Carolyn Timmann, Clerk of the Circuit Court and Comptroller

PRESETS

9:05 AM - Public Comment
noon-1:00 PM - Executive Session Pursuant to Florida Statutes Section 447.605 for Collective Bargaining/Labor Negotiations (DEPT-3)
5:05 PM - Public Comment

CALL TO ORDER

1. INVOCATION - JoAnne Gillespie, Humanists of the Treasure Coast
2. PLEDGE OF ALLEGIANCE - Robert Yago, Hall Bryan VFW 10132
3. ADDITIONAL ITEMS
4. APPROVAL OF AGENDA
5. APPROVAL OF CONSENT AGENDA

Consent Agenda items are considered routine and are enacted by one motion and will have no action noted, but the "Recommendation" as it appears on the Board item is the approved action.

PROCLAMATIONS AND SPECIAL PRESENTATIONS

PROC-1 **PRESENT PROCLAMATIONS PREVIOUSLY APPROVED VIA THE CONSENT AGENDA**

The Board is asked to present proclamations recognizing the 100th Anniversary of the Tomb of the Unknown Soldier and declaring Purple Heart Day in Martin County, Florida.

Agenda Item: 21-0857

COMMENTS

1. PUBLIC - PLEASE LIMIT COMMENTS TO THREE MINUTES.
2. COMMISSIONERS
3. COUNTY ADMINISTRATOR

CONSENT

ADMINISTRATION

CNST-1 CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL

This item is a placeholder on all Board meeting agendas to streamline the process for items that meet the Board approval threshold. Specific items requiring approval, if any, will be provided by Supplemental Memorandum. If there are no items, a Supplemental Memorandum will not be attached.

Agenda Item: 21-0725

Supplemental Memorandum (1 item)

CNST-2 BOARD OF COUNTY COMMISSIONERS' APPROVAL OF WARRANT LIST FOR DISBURSEMENT VIA CHECKS AND ELECTRONIC PAYMENTS TO COMPLY WITH STATUTORY REQUIREMENTS

Pursuant to Chapter 136.06, Florida Statutes, checks and electronic payments issued by the Board of County Commissioners are to be recorded in the Board meeting minutes. In compliance with statutory requirements, the Warrant List is added to the Consent Agenda for approval by the Board of County Commissioners. This Warrant List is for disbursements made between June 5, 2021 and June 25, 2021. Additional details related to these disbursements may be viewed in the office of the Martin County Clerk of Court and Comptroller or on the Clerk's website.

Agenda Item: 21-0828

CNST-3 BOARD OF COUNTY COMMISSION MINUTES TO BE APPROVED

The Board is asked to approve minutes from the June 22, 2021 regular meeting and the June 24, 2021 joint meeting.

Agenda Item: 21-0785

CNST-4 REPORT OF DISCOUNTS, ERRORS, DOUBLE ASSESSMENTS, AND INSOLVENCIES ON THE ASSESSMENT ROLL FOR THE YEAR 2020

Presentation of the Martin County Tax Collector's Report on Discounts, Errors, Double Assessments, and Insolvencies on the Assessment Roll for the year 2020.

Agenda Item: 21-0917

CNST-5 EMERGENCY MEDICAL SERVICES ADVISORY COUNCIL APPOINTMENTS

The Board is asked to confirm appointments to the Emergency Medical Services Advisory Council.

Agenda Item: 21-0878

CNST-6 ADOPT A PROCLAMATION RECOGNIZING A BLOOD DRIVE COMMEMORATING THE 20TH ANNIVERSARY OF 9/11

The Board is asked to adopt a proclamation recognizing a Blood Drive Commemorating the 20th Anniversary of 9/11.

Agenda Item: 21-0882

CNST-7 ADOPT A PROCLAMATION COMMENDING ROSE KORES UPON THE ACHIEVEMENT OF THE GIRL SCOUT GOLD AWARD

The Board is asked to adopt a proclamation commending Rose Kores upon the achievement of the Girl Scout Gold Award.

Agenda Item: 21-0911

CNST-8 ADOPT A PROCLAMATION HONORING JULIETTE ROSSE' ON HER 102ND BIRTHDAY

The Board is asked to adopt a proclamation honoring Juliette Rosse' on her 102nd birthday.

Agenda Item: 21-0920

PUBLIC WORKS

CNST-9 STAFF REQUESTS AUTHORIZATION TO ENTER INTO A USE AGREEMENT WITH PALM BEACH COUNTY (PBC) FOR THE 96TH STREET ARTIFICIAL REEF STAGING AREA

County staff requests approval to enter into a Use Agreement with PBC for the 96th Street Artificial Reef Staging Area within Martin County (MC) for the purpose of short term storage, fabrication and deployment of artificial reef materials in connection with Palm Beach County's Artificial Reef Program beginning upon execution and terminating one year from the date of execution.

Agenda Item: 21-0832

CNST-10 INITIAL ASSESSMENT RESOLUTION FOR THE SE FLAMINGO DRIVE SOUTH MUNICIPAL SERVICE BENEFIT UNIT

Board action is requested to adopt the Initial Assessment Resolution to allow for the paving of SE Flamingo Drive from SE Duncan Street to SE Sharon Street.

Agenda Item: 21-0908

CNST-11 REQUEST ADOPTION OF A RESOLUTION TO AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE CONSTRUCTION AGREEMENTS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION

The Florida Department of Transportation (FDOT) is requiring local governments execute a Construction Agreement prior to making permanent modifications to an asset or roadway on the State Highway System and within the FDOT's right-of-way. The FDOT is also requiring the local governing body adopt a resolution authorizing staff to execute the Construction Agreement on its behalf. This is a request to adopt such a resolution.

Agenda Item: 21-0909

CNST-12 REQUEST APPROVAL FOR THE ADOPTION OF A RESOLUTION ACCEPTING TWENTY-ONE (21) DRAINAGE EASEMENTS IN PALM CITY FOR THE PALM CITY FARMS DRAINAGE PROJECT

This is a request for the adoption of a Resolution accepting and approving 21 Drainage Easements in Palm City for the Palm City Farms stormwater drainage project. This project will run from Bessey Creek south along SW 72nd, SW 75th and SW 78th Avenues to Martin Highway in Palm City.

Agenda Item: 21-0910

CNST-13 **REQUEST FOR THE APPROVAL AND ADOPTION OF A RESOLUTION ACCEPTING 10 WARRANTY DEEDS FOR THE PREVIOUSLY APPROVED HOBE HEIGHTS FLOOD ACQUISITION PROJECT IN HOBE SOUND**

This is a request for the approval and adoption of a resolution accepting 10 Warranty Deeds with approval of the FEMA required Exhibit A to the Warranty Deeds, for the previously approved acquisition of the 10 identified flood parcels in Hobe Heights, Hobe Sound.

Agenda Item: 21-0922

UTILITIES AND SOLID WASTE

CNST-14 **SOLID WASTE INITIAL ASSESSMENT RESOLUTION FOR FY 2021/22**

The Board of County Commissioners is requested to adopt the Initial Assessment Resolution for Fiscal Year 2022 (FY22) and approve notification to affected property owners advising of the solid waste assessment rate and public hearing.

Agenda Item: 21-0786

CNST-15 **ADOPT AN ANNUAL ASSESSMENT RESOLUTION REQUIRED BY CHAPTER 71 OF THE MARTIN COUNTY CODE TO APPROVE NON-AD VALOREM ASSESSMENT ROLLS FOR FISCAL YEAR 2021/2022**

The Board is requested to adopt the Annual Assessment Resolution approving the Assessment Rolls.

Agenda Item: 21-0824

PUBLIC WORKS

CNST-16 **REQUEST APPROVAL OF THE REVISED LIST OF SPECIAL EVENTS REQUIRING ROAD CLOSURE(S) JULY 1ST, 2021 THROUGH JUNE 30TH, 2022**

The Board of County Commissioner is asked to approve the Revised List of Special Events Requiring Road Closures July 1st, 2021 through June 30th, 2022.

Agenda Item: 21-0928

Additional Item (21-0928)

ADMINISTRATION

CNST-17 **APPOINTMENT OF A COMMISSION REPRESENTATIVE TO THE SCHOOL DISTRICT BOUNDARY ADVISORY COMMITTEE**

The School District is in the process of creating the state-required Boundary Advisory Committee (BAC) which will facilitate input from District staff, parents, and community members for the development of student demographics, expansion due to growth, and site selection. The School Board is requesting the County Commission to appoint one representative to this new Committee.

Agenda Item: 21-0393

Additional Item (21-0393)

BOARD AND COMMITTEE APPOINTMENTS

B&C-1 **BUSINESS DEVELOPMENT BOARD APPOINTMENT**

After solicitation of applicants, the Board is asked to make the necessary appointment to be the Martin County representative to the Business Development Board.

Agenda Item: 21-0718

B&C-2 **VALUE ADJUSTMENT BOARD APPOINTMENT**

After solicitation of applicants, the Board is asked to make the necessary appointment to the Value Adjustment Board.

Agenda Item: 21-0719

PUBLIC HEARINGS

PH-1 **PUBLIC HEARING TO CONSIDER ADOPTION OF AN ORDINANCE AMENDING DIVISION 8 OF ARTICLE 4 IN THE LAND DEVELOPMENT REGULATIONS REGARDING MINING STANDARDS**

The Board of County Commissioners is asked to consider adoption of an ordinance amending Division 8 of Article 4 of the Land Development Regulations to create Section 4.348 Mining Standards for mining operations. The ordinance was originally scheduled for consideration on June 22, 2021 but was continued to July 13, 2021.

Agenda Item: 21-0886

Supplemental Memorandum

PH-2 **LEGISLATIVE PUBLIC HEARING TO CONSIDER TRANSMITTAL OF COMPREHENSIVE PLAN AMENDMENT (CPA) 21-01, CHAPTER 5 TRANSPORTATION ELEMENT**

This is a request for an amendment to the text of Chapter 5, Transportation Element of the Martin County Growth Management Plan.

Agenda Item: 21-0890

PH-3 **LEGISLATIVE PUBLIC HEARING TO CONSIDER ADOPTION OF COMPREHENSIVE PLAN AMENDMENT (CPA) 21-06, MAGGY'S HAMMOCK PARK**

This is a request for a small-scale amendment to the Future Land Use Map (FLUM) on a 5.4-acre parcel. The request would change the future land use designation from Residential Estate Density (up to 2 units per acre) to Public Conservation and General Institutional. The parcel is on SE Kubin Avenue and is located north of Maggy's Hammock Park, Port Salerno.

Agenda Item: 21-0891

PUBLIC HEARING QUASI-JUDICIAL

PHQJ-1 **PUBLIC HEARING TO CONSIDER AMENDMENT OF THE MARTIN COUNTY ZONING ATLAS TO CHANGE THE ZONING DISTRICT FOR CPA 21-06, MAGGY'S HAMMOCK PARK**

The Board of County Commissioners is asked to consider changing the zoning district classification from R-1B, Single Family District, to PC, Public Conservation District, and PS-1, Public Service District, on a 5.4-acre parcel, located on SE Kubin Avenue, north of Maggy's Hammock Park, Port Salerno. The proposed rezoning is contingent upon the approval of CPA 21-06, a request to amend the future land use designation from Residential Estate Density (2-units per acre) to Public Conservation and General Institutional.

Agenda Item: 21-0892

DEPARTMENTAL

ADMINISTRATION

DEPT-1 OFFICE OF MANAGEMENT AND BUDGET ITEMS WHICH REQUIRE BOARD APPROVAL

This is a placeholder on all Board meeting agendas to streamline the process for grant applications, awards, budget resolutions, budget transfers from reserves, and CIP amendments. Specific items requiring approval, if any, will be provided by Supplemental Memorandum.

Agenda Item: 21-0727

Supplemental Memorandum (11 items)

DEPT-2 CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL $1 MILLION OR GREATER

This item is a placeholder on all Board meeting agendas to streamline the process for items that meet the Board approval threshold. Specific items requiring approval, if any, will be provided by Supplemental Memorandum. If there are no items, a Supplemental Memorandum will not be attached.

Agenda Item: 21-0726

(no items)

DEPT-3 EXECUTIVE SESSION PURSUANT TO FLORIDA STATUTES SECTION 447.605 FOR COLLECTIVE BARGAINING/LABOR NEGOTIATIONS

Martin County is currently in the process of collective bargaining with the Teamsters Local 769, for the renewal of their collective bargaining agreement. The County's Negotiations Management Team is requesting an executive session to discuss the labor negotiations with Teamsters.

Agenda Item: 21-0921

PUBLIC WORKS

DEPT-4 PRIVATELY MAINTAINED, PUBLICLY DEDICATED ROADWAYS IN MARTIN COUNTY

Last year, the Board of County Commissioners (Board) directed staff to develop a strategy to address public roads that are privately maintained and to continue to formulate a multifaceted approach. Staff has reviewed this issue, prioritized roadway maintenance prioritization requirements for roadway transfer and developed a potential funding strategy for the Board to consider.

Agenda Item: 21-0898

ADMINISTRATION

DEPT-5 REQUEST FOR ADDITIONAL FIRE RESCUE DISPATCH POSITIONS

Fire Rescue has other responsibilities than fire and emergency response, one of the divisions under the purview of the Fire Rescue Chief is Communications, which is primarily the function of dispatching emergency response vehicles and taking emergency-911 and non-911 related calls. Due to an increase in the call-load and overtime, a request for five (5) additional positions is being made for the current fiscal year (FY21). This request is a health, safety, and welfare issue for those individuals that need fire and/or emergency medical services.

Agenda Item: 21-0940

Additional Item (21-0940)

DEPARTMENTAL QUASI-JUDICIAL

GROWTH MANAGEMENT

DPQJ-1 REQUEST PLAT APPROVAL FOR THE HOBE SOUND COURTYARDS PROJECT (A066-005)

Hobe Sound Townhouse II, LLC requests approval of the Hobe Sound Courtyards plat. Hobe Sound Courtyards is a 20-lot residential townhome development on an approximate 6.42-acre parcel located west of SE Dixie Highway between SE Kingsley Street and SE Algozzini Place in Hobe Sound. Included is a request for a Certificate of Public Facilities Exemption.

Agenda Item: 21-0899

Supplemental Memorandum

DPQJ-2 REQUEST FOR APPROVAL OF THE FLORIDIAN GOLF CLUB, FIFTH AMENDMENT TO THE PUD ZONING AGREEMENT, REVISED MASTER SITE PLAN, REVISED PHASING PLAN AND A REVISED PHASE 3 FINAL SITE PLAN (F099-031) AND REVISED PAMP

This is a request for approval of the Fifth Amendment to the Floridian Golf Club Planned Unit Development Zoning Agreement including a revised master site plan and revised phasing plan and a revised Phase 3 final site plan and Preserve Area Management Plan. The Floridian Golf Club is located on SW Murphy Road in Palm City and straddles the Martin and St. Lucie County Line. The approximately 122 acres in Martin County includes an 18-hole golf course, club facilities, 33 residential units and the associated infrastructure. Included is a request for a Certificate of Public Facilities Reservation.

Agenda Item: 21-0900

PUBLIC - PLEASE LIMIT COMMENTS TO THREE MINUTES.

ADJOURN

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2401 SE Monterey Road
Stuart, Florida 34996

Board of County Commissioners

Agenda Item Summary

File ID: 21-0857 PROC-1 **Meeting Date:** 7/13/2021

PLACEMENT: Proclamations and Special Presentations

TITLE:

PRESENT PROCLAMATIONS PREVIOUSLY APPROVED VIA THE CONSENT AGENDA

EXECUTIVE SUMMARY:

The Board is asked to present proclamations recognizing the 100th Anniversary of the Tomb of the Unknown Soldier and declaring Purple Heart Day in Martin County, Florida.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon
Title: Executive Aide

REQUESTED BY: Kassandra Schilling, Communications Specialist

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Board is asked present a proclamation **recognizing the 100th Anniversary of the Tomb of the Unknown Soldier**
Recipient: **Donna K. Dubois**, Regent & **Amy Pinder**, Vice Regent
Also in attendance: Charlotte Vitale, Deb Barfield, Cathy McCartney, and Nicki Van Vonno

The Board is asked present a proclamation **declaring Purple Heart Day** in Martin County, Florida
Recipient: **Bob Rydzewski**

ISSUES:

None.

LEGAL SUFFICIENCY REVIEW:

n/a

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board present the proclamations.

ALTERNATIVE RECOMMENDATIONS

Direct staff accordingly.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution
☐ Other:

2401 SE Monterey Road
Stuart, Florida 34996

Board of County Commissioners

Agenda Item Summary

File ID: 21-0725 CNST-1 **Meeting Date:** 7/13/2021

PLACEMENT: Consent

TITLE:

CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL

EXECUTIVE SUMMARY:

This item is a placeholder on all Board meeting agendas to streamline the process for items that meet the Board approval threshold. Specific items requiring approval, if any, will be provided by Supplemental Memorandum. If there are no items, a Supplemental Memorandum will not be attached.

DEPARTMENT: Administration

PREPARED BY: **Name:** Krysti Brotherton
Title: Purchasing Manager

REQUESTED BY: Various

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

This item serves as a placeholder for those items that meet the threshold for Board approval for contracts over $500,000 and contract change orders or amendments that meet the $500,000 threshold and cumulatively increase the original contract value by 10% or more.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

Items requiring approval provided via Supplemental Memorandum.

RECOMMENDED ACTION:

RECOMMENDATION

Provided via Supplemental Memorandum.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda.

FISCAL IMPACT:

RECOMMENDATION

Provided by Supplemental Memorandum. No items will be brought forward unless there is funding available within the CIP, department budget, or reserves.

Funding Source	County Funds	Non-County Funds
Subtotal		
Project Total		

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☐ Other:

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BCC MEETING DATE: July 13, 2021
AGENDA ITEM: CNST-1

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners **DATE:** July 6, 2021

VIA: Taryn Kryzda
County Administrator

FROM: Krysti L. Brotherton, CPPB
Purchasing Manager

SUBJECT: CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL

A. CONTRACTS OVER $500,000 - In accordance with the Purchasing Manual, Section 3.1, contracts valued at $500,000 or more require approval by the Board of County Commissioners.

1. GARAGE DOOR REPAIR & MAINTENANCE (RFB2021-3331) – Continuing services Contract including, but not limited to all labor, materials and services necessary to perform routine maintenance and/or emergency/routine repair services on all garage doors for Martin County. This includes both manual and automated remote-control door operators.

Project was publicly bid (bidders list attached).

Maximum Not-to-Exceed Value:	$500,000
Maximum Not-to-Exceed Term:	5 years (3-year term plus two 1-year renewal options)

The contract shall terminate when the cumulative expenses reach the maximum value or term, whichever comes first. The contract is a standard form of Agreement approved by the County Attorney which allows for termination for cause or convenience at any time.

Fiscal Impact: Funding is available in various division operating and/or capital budgets approved by the Board annually.

Recommended Action:

1. Move that the Board award the contract to the lowest responsive and responsible bidder:

    - Coast to Coast Garage Door, LLC

2. Move that the Board authorize the County Administrator or designee to execute any and all documents related to this request.

BIDDERS LIST

RFB2021-3331
GARAGE DOOR REPAIR & MAINTENANCE
DATE ADVERTISED: MAY 24 ,2021
BID DUE DATE: JUNE 16, 2021 @ 2:30 PM

C&D INDUSTRIAL MAINTENANCE, LLC
COAST TO COAST GARAGE DOOR, LLC

DEMANDSTAR STATISTICS:

NUMBER OF BIDDERS: **2**
NUMBER OF PLANHOLDERS: **7**
NUMBER OF SUPPLIERS NOTIFIED: **225**

This is a preliminary summary of the bids as they were opened and announced at the bid opening. Bid prices have not been verified and are subject to change in the event mathematical errors are discovered during bid review. Other information contained in this summary is also subject to review.

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Agenda Item Summary

File ID: 21-0828 CNST-2 **Meeting Date:** 7/13/2021

PLACEMENT: Consent

TITLE:

BOARD OF COUNTY COMMISSIONERS' APPROVAL OF WARRANT LIST FOR DISBURSEMENT VIA CHECKS AND ELECTRONIC PAYMENTS TO COMPLY WITH STATUTORY REQUIREMENTS

EXECUTIVE SUMMARY:

Pursuant to Chapter 136.06, Florida Statutes, checks and electronic payments issued by the Board of County Commissioners are to be recorded in the Board meeting minutes. In compliance with statutory requirements, the Warrant List is added to the Consent Agenda for approval by the Board of County Commissioners. This Warrant List is for disbursements made between June 5, 2021 and June 25, 2021. Additional details related to these disbursements may be viewed in the office of the Martin County Clerk of Court and Comptroller or on the Clerk's website.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon
Title: Executive Aide

REQUESTED BY: Clerk of the Circuit & Comptroller, Carolyn Timmann

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

In reviewing financial practices, the Clerk felt it was appropriate to initiate a warrant list to be approved and entered into the Board minutes each meeting to reflect disbursements that have been made by the Clerk on behalf of the Board. Each warrant list will be for a specific period and will categorize the disbursements. Individual disbursement detail is available for viewing on the Clerk's website.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

n/a

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board approve the Warrant List for the period June 5, 2021 through June 25, 2021 and authorize the Chair to sign.

ALTERNATIVE RECOMMENDATIONS

n/a

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution
☒ Other: Warrant List

Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, Florida

June 29, 2021

To: The Honorable Stacey Hetherington, Chair of the Board of County Commissioners

From: The Honorable Carolyn Timmann, Martin County Clerk of the Circuit Court and Comptroller

Subject: Checks and Electronic Payments – Warrant List for June 5, 2021 – June 25, 2021

Pursuant to Chapter 136.06, Florida Statutes, checks and electronic payments issued by the Board of County Commissioners are to be recorded in the Board meeting minutes. In compliance with statutory requirements, I request the Warrant List below be added to the Consent Agenda for approval by the Board of County Commissioners.

This Warrant List is for disbursements made between June 5, 2021 and June 25, 2021. Details related to individual disbursements may be requested through the office of the Martin County Clerk of Court and Comptroller or viewed at https://www.martin.fl.us/check-registry, using search criteria such as Payee/Vendor Name, Check Number, Vendor Invoice Number, and/or Minimum Amount. Additional information about accessing public records in the custody of the Clerk of the Circuit Court and Comptroller can be found at https://www.martinclerk.com/256/Public-Records or by emailing RecordRequest@martinclerk.com or calling 772-288-5576.

Martin County
Board Disbursements
June 5, 2021 thru June 25, 2021

Disbursement Type	Check Range		Total
ACH / WIRES	!0007587-!0007619; !0007633-!0007671; !0007679-!0007716; G1100239-G1100254	$	4,593,542.37
Check Disbursements	B1108353-B1108577; B1108578-B1108731; B1108821-B1109035	$	7,270,349.20
Utility Refund Checks	B1108732-B1108820	$	10,875.03
P-Card	F1100153; F1100158; F1100161	$	83,005.75
E-Payable	E1100390-E1100417	$	262,674.15
Wires	*see below		$3,915,563.86
Payroll Checks	6000690-6000731	$	20,935.28
Payroll Direct Deposits	900513693-900515884	$	3,926,372.12
	Total Disbursements		$20,083,317.76
* Wire Detail:	Blue Cross Blue Shield		$1,229,921.64
	Debt Service		$2,685,642.22

Kaleana Williams
Prepared By: Kaleana Williams
Accounting Supervisor, Finance Division

6/29/2021
Date

Carolyn Timmann by C Yancey
Carolyn Timmann
Clerk of the Circuit Court & Comptroller

6/29/2021
Date

Chair of the Board of County Commissioners

Date

772-288-5576 | Fax: 772-288-5548
100 SE Ocean Blvd., PO Box 9016, Stuart, FL 34994
MartinClerk

Agenda Item Summary

File ID: 21-0785 CNST-3 **Meeting Date:** 7/13/2021

PLACEMENT: Consent

TITLE:

BOARD OF COUNTY COMMISSION MINUTES TO BE APPROVED

EXECUTIVE SUMMARY:

The Board is asked to approve minutes from the June 22, 2021 regular meeting and the June 24, 2021 joint meeting.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon
Title: Executive Aide

REQUESTED BY: Lar'Nesheia Ponders, Clerk - Commission Records Division

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The documents are attached.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board approve the minutes as presented.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda and direct the Clerk of Court staff accordingly.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution
☒ Other: Approved BCC Minutes (2)

BOARD OF COUNTY COMMISSIONERS

DRAFT
6/22/2021 9:00 AM

MINUTES
COMMISSION CHAMBERS
2401 SE MONTEREY ROAD, STUART, FLORIDA 34996

COUNTY COMMISSIONERS
Stacey Hetherington, Chair
Doug Smith, Vice Chairman
Harold E. Jenkins II
Sarah Heard
Edward V. Ciampi

Taryn Kryzda, County Administrator
Sarah W. Woods, County Attorney
Carolyn Timmann, Clerk of the Circuit Court and Comptroller

CALL TO ORDER

Present: 5 - Chair Stacey Hetherington
Vice Chairman Doug Smith
Commissioner Harold E. Jenkins II
Commissioner Sarah Heard
Commissioner Edward V. Ciampi

1. INVOCATION - Pastor Jerry Gore, Pentecostal Church of God & Christ

Minister Brown

2. PLEDGE OF ALLEGIANCE - Daniel McHenry, US Air Force, Retired Senior Master Sergeant & Veterans Service Officer
3. ADDITIONAL ITEMS
4. APPROVAL OF AGENDA

A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, to approve the agenda with the consent items. The motion carried by the following vote:

Aye: 5 - Chair Hetherington, Vice Chairman Smith, Commissioner Jenkins II, Commissioner Heard, and Commissioner Ciampi

5. APPROVAL OF CONSENT AGENDA

PROCLAMATIONS AND SPECIAL PRESENTATIONS

PROC-1 PRESENT PROCLAMATIONS PREVIOUSLY APPROVED VIA THE CONSENT AGENDA

The Chair will present the proclamations declaring July as Parks and Recreation Month and Treasure Coast Waterway Cleanup Week in Martin County, Florida.

Agenda Item: 21-0817

Communications Manager Laura Beaupre presented the following proclamations to the Board. Kevin Abbate accepted the July as Parks and Recreation Month proclamation. Gail Byrd and Butch Olsen accepted the Treasure Coast Waterway Cleanup Week proclamation.

COMMENTS

1. PUBLIC - PLEASE LIMIT COMMENTS TO THREE MINUTES.

Jackie Trancynger expressed concerns regarding maintenance of the new round about at the entrance of Jensen Park Estates and the undo responsibilities that will be incurred by the homeowners.

Amy Pritchett requested follow-up on Rocky Point traffic speed limits.

The following members of the Public addressed the Board in support of the American Rescue Plan: Noel DelValle, Carol Howard Dietz, Bob Zaccheo, Jeff Sabin, Erin Cox and Nancy Turrell.

Bob Zaccheo provided an update on Project LIFT's job readiness program.

Tom Pine spoke on the rights provided through the First Amendment.

Executive Director of the Arts Council Nancy Turrell thanked the Board for their investment into the Arts and Culture program.

2. COMMISSIONERS

AM

Commissioner Heard requested a briefing on the Jensen Park Estates round about. She also advised that Rocky Point speed limit questionnaire ballots were sent to all Rocky Point residents. Commissioner Heard suggested sending letters of appreciation to Department of Environmental Protection Noah Valenstein and Colonel Kelly for their extraordinary public service.

Commissioner Ciampi advised he is working with staff to send balloting surveys to District 5 residents regarding speed bumps in the Dyer Point Lighthouse neighborhood; he is also

working on speed tables for Lake Grove, Orchid Bay and Murphy Road. Commissioner Ciampi expressed his support on the Jensen Park Estates round about [briefing].

Commissioner Smith also spoke about the Jensen Park Estates round about issue; he advised that staff is assisting FPL regarding this issue.

Commissioner Hetherington announced the success of the East Stuart 10th Street basketball covered arena ribbon cutting and the Juneteenth event.

PM

Commissioner Ciampi announced he will be utilizing district funds to assist Hope Farms and the Dawson family expand and facilitate greenhouses; and support equestrian rescue.

3. COUNTY ADMINISTRATOR

None at this time.

CONSENT

ADMINISTRATION

CNST-1 CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL

This item is a placeholder on all Board meeting agendas to streamline the process for items that meet the Board approval threshold. Specific items requiring approval, if any, will be provided by Supplemental Memorandum. If there are no items, a Supplemental Memorandum will not be attached.

Agenda Item: 21-0534

None at this time.

CNST-2 BOARD OF COUNTY COMMISSIONERS' APPROVAL OF WARRANT LIST FOR DISBURSEMENT VIA CHECKS AND ELECTRONIC PAYMENTS TO COMPLY WITH STATUTORY REQUIREMENTS

Pursuant to Chapter 136.06, Florida Statutes, checks and electronic payments issued by the Board of County Commissioners are to be recorded in the Board meeting minutes. In compliance with statutory requirements, the Warrant List is added to the Consent Agenda for approval by the Board of County Commissioners. This Warrant List is for disbursements made between May 22, 2021 and June 4, 2021. Additional details related to these disbursements may be viewed in the office of the Martin County Clerk of Court and Comptroller or on the Clerk's website.

Agenda Item: 21-0540

This item was approved by the first motion of the meeting.

CNST-3 BOARD OF COUNTY COMMISSION MINUTES TO BE APPROVED

The Board is asked to approve minutes from the June 8, 2021 regular meeting.

Agenda Item: 21-0784

This item was approved by the first motion of the meeting.

CNST-4 **NOTED ITEMS**

Noted items are documents for the Board's information that must be a part of the record but do not require any action.

Agenda Item: 21-0781

This item was approved by the first motion of the meeting.

CNST-5 **BOARDS AND COMMITTEES STATUS REPORT**

This quarterly Status Report is provided to keep the Commission apprised of all the current vacancies, expired terms, etc. on their various boards and committees.

Agenda Item: 21-0541

This item was approved by the first motion of the meeting.

CNST-6 **ADOPT A PROCLAMATION RECOGNIZING THE 100TH ANNIVERSARY OF THE TOMB OF THE UNKNOWN SOLDIER**

The Board is asked to adopt a proclamation recognizing the 100th Anniversary of the Tomb of the Unknown Soldier.

Agenda Item: 21-0856

This item was approved by the first motion of the meeting.

CNST-7 **ADOPT A PROCLAMATION DECLARING PURPLE HEART DAY IN MARTIN COUNTY, FLORIDA**

The Board is asked to adopt a proclamation declaring Purple Heart Day in Martin County, Florida.

Agenda Item: 21-0860

This item was approved by the first motion of the meeting.

CNST-8 **ART IN PUBLIC PLACES PROGRAM POTENTIAL ARTWORK DONATION - COPPER SEAHORSE**

The Martin County Art in Public Places (AIPP) Program has been offered a donation of a copper seahorse to add to its inventory.

Agenda Item: 21-0868

At Commissioner Heard's request, Community Development Manager Susan Kores provided the presentation to the Board.

Commissioner Heard and Commissioner Smith thanked Bob Voeller and the family of Jack Voeller for their donation of the copper seahorse to the Rio CRA.

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Ciampi, to accept this item. The motion carried by the following vote:

Aye: 5 - Chair Hetherington, Vice Chairman Smith, Commissioner Jenkins II, Commissioner Heard, and Commissioner Ciampi

COUNTY ATTORNEY

CNST-9 **CONSIDER ADOPTION OF A RESOLUTION RESCINDING RESOLUTION NO. 14-2.36 AND RESTATING IN ITS ENTIRETY ITS POLICY REGARDING INVOCATIONS**

Staff has reviewed Resolution No. 14-2.36 regarding the invocation policy and requests the current policy be rescinded and replaced with an updated policy.

Agenda Item: 21-0829

RESOLUTION NO. 21-6.14

This item was approved by the first motion of the meeting.

GROWTH MANAGEMENT

CNST-10 **REQUEST TO INITIATE A COMPREHENSIVE PLAN AMENDMENT TO UPDATE THE METHODOLOGY FOR CALCULATION OF POPULATION AND FUTURE LAND CAPACITY**

Request that the Board of County Commissioners initiate a Comprehensive Plan Amendment to update the methodology for calculation of population and future land capacity.

Agenda Item: 21-0691

RESOLUTION NO. 21-6.15

This item was approved by the first motion of the meeting.

PARKS AND RECREATION

CNST-11 **CONSIDERATION OF A MEMORANDUM OF AGREEMENT WITH THE UNITED STATES SAILING CENTER OF MARTIN COUNTY, INC. REGARDING PARKING LOT CONSTRUCTION AT INDIAN RIVERSIDE PARK**

Consideration of a Memorandum of Agreement between Martin County and the United States Sailing Center of Martin County, Inc. (USSC) to plan, design, permit and construct a new parking lot on County property at Indian RiverSide Park, North of the Tuckahoe Mansion.

Agenda Item: 21-0353

This item was approved by the first motion of the meeting.

PUBLIC WORKS

CNST-12 **ACCEPTANCE OF A UTILITY EASEMENT FROM TRILLIUM RESIDENTIAL COMMUNITY ASSOCIATION, INC., TO ALLOW FOR FOUR FIRE HYDRANTS ADJACENT TO RIGHT-OF-WAY, LOCATED WITHIN TRILLIUM IN THE CITY OF STUART**

This is a request for the adoption of a Resolution accepting and approving a Utility Easement from Trillium Residential Community Association, Inc., a Florida not-for-profit corporation, to allow for four fire hydrants adjacent to right-of-way, located within Trillium in the City of Stuart.

Agenda Item: 21-0806

RESOLUTION NO. 21-6.16

This item was approved by the first motion of the meeting.

CNST-13 **ACCEPTANCE OF THREE 10' UTILITY EASEMENTS FOR WATER SERVICES NEAR THE SOUTHWEST CORNER OF SW LOCKS ROAD AND SW CANAL STREET LOCATED IN STUART**

This is a request for the adoption of a Resolution accepting and approving 3 ten-foot wide Utility Easements to the rear of the lots located near the southwest corner of SW Locks Road and SW Canal Street.

Agenda Item: 21-0807

RESOLUTION NO. 21-6.17

This item was approved by the first motion of the meeting.

CNST-14 **REQUEST APPROVAL OF THE LIST OF SPECIAL EVENTS REQUIRING ROAD CLOSURE(S) JULY 1ST, 2021 THROUGH JUNE 30TH, 2022**

Staff requests that the Board of County Commissioners approve the list of Special Events Requiring Road Closure(s) from July 1st, 2021 through June 30th, 2022.

Agenda Item: 21-0823

This item was approved by the first motion of the meeting.

COUNTY ATTORNEY

CNST-15 **REQUEST BY CHRIST FELLOWSHIP CHURCH, INC. TO RELEASE A UNITY OF TITLE**

Christ Fellowship Church, Inc. requests the release of an existing unity of title in order to replace it with the unity of title required as part of the approval for the Highpointe Planned Unit Development.

Agenda Item: 21-0889

RESOLUTION NO. 21-6.18

This item was approved by the first motion of the meeting.

BOARD AND COMMITTEE APPOINTMENTS

B&C-1 **TOURIST DEVELOPMENT COUNCIL APPOINTMENTS**

After solicitation for applicants, the Board is asked to make the necessary appointments to the Tourist Development Council.

Agenda Item: 21-0702

RESOLUTION NO 21-6.19

Administrative Executive Aide Donna Gordon tallied the votes for the Board and announced that Tammy Calabria and Nimesha Patel were appointed to the Tourist Development Council.

MOTION: A motion was made by Commissioner Heard, seconded by Vice Chairman Smith, to move approval of Dr. Patel and Tammy Calabria. The motion carried by the following vote:

Aye: 5 - Chair Hetherington, Vice Chairman Smith, Commissioner Jenkins II, Commissioner Heard, and Commissioner Ciampi

PUBLIC HEARINGS

PH-1 **PUBLIC HEARING TO CONSIDER ADOPTION OF AN ORDINANCE AMENDING ARTICLE 6, RELATING TO TOBACCO PRODUCTS, CHAPTER 87, GENERAL ORDINANCES, MARTIN COUNTY CODE BY REPEALING TOBACCO DISTRIBUTION LICENSE REQUIREMENTS AND RELATED ENFORCEMENT PROVISIONS**

On November 17, 2020, the Board of County Commissioners (Board) adopted Ordinance 1149 which, among other things, established 21 as the minimum age to purchase and use tobacco products in Martin County and established a tobacco distribution licensing requirement for tobacco retailers in Martin County. On May 7, 2021, Governor DeSantis signed Senate Bill (SB) 1080 relating to tobacco and nicotine products. Under the new legislation, the establishment of the minimum age for purchasing or possession, and the regulation for the marketing, sale or delivery of tobacco or nicotine products is preempted to the state beginning October 1, 2021.

Agenda Item: 21-0764

ORDINANCE 1161

Senior Assistant County Attorney Elysse Elders provided the presentation to the Board.

Commissioner Hetherington suggested the Board place this in their legislative priorities and continue advocating to the state.

The following member of the public addressed the Board on this item: Jackie Trancynger.

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, to approve this item. The motion carried by the following vote:

Aye: 5 - Chair Hetherington, Vice Chairman Smith, Commissioner Jenkins II, Commissioner Heard, and Commissioner Ciampi

PH-2 **PUBLIC HEARING TO CONSIDER ADOPTION OF AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS REGARDING EXCAVATION, FILLING, AND MINING**

The Board of County Commissioners is asked to consider adoption of an ordinance that amends Division 8, Article 4, Land Development Regulations to clarify the applicability of Excavation and Fill Permits and remove conflicting provisions. The ordinance also includes amendments to Divisions 1 and 9, Article 4 to relocate provisions from Division 8 that are better suited in Divisions 1 and 9. In addition, amendments to Article 10 are proposed to establish an application process for Mining Operations in the development review procedures and to Division 2 of Article 5 to provide a corresponding timetable for development.

Agenda Item: 21-0819

ORDINANCE 1162

Development Review Administrator Michelle Cullum and County Engineer Lisa Wichser presented the item to the Board. Senior Assistant County Attorney Krista Storey and

Deputy County Administrator Don Donaldson assisted with Board questions.

The following member of the public addressed the Board on this item: Jackie Trancynger.

MOTION: A motion was made by Commissioner Heard, seconded by Commissioner Jenkins II, to approve staff's recommendation which includes a five year approval with two optional five year extensions. The motion carried by the following vote:

Aye: 4 - Chair Hetherington, Commissioner Jenkins II, Commissioner Heard, and Commissioner Ciampi

Nay: 1 - Vice Chairman Smith

PH-3 **PUBLIC HEARING TO CONSIDER ADOPTION OF AN ORDINANCE AMENDING DIVISION 8 OF ARTICLE 4 IN THE LAND DEVELOPMENT REGULATIONS REGARDING MINING STANDARDS**

The Board of County Commissioners is asked to consider adoption of an ordinance amending Division 8 of Article 4 of the Land Development Regulations to create Section 4.348 Mining Standards for Mining Operations. Although the ordinance was originally scheduled for consideration on June 22, 2021, the Board is asked to continue the public hearing to July 13, 2021.

Agenda Item: 21-0821

Development Review Administrator Michelle Cullum requested that this item be continued until the July 13, 2021 Board of County Commissioners Meeting.

Chair Hetherington solicited public comment; none was heard.

MOTION: A motion was made by Commissioner Ciampi, seconded by Commissioner Jenkins II, to accept staff's recommendation to continue this item, PH-3 until July 13th. The motion carried by the following vote:

Aye: 5 - Chair Hetherington, Vice Chairman Smith, Commissioner Jenkins II, Commissioner Heard, and Commissioner Ciampi

DEPARTMENTAL

ADMINISTRATION

DEPT-1 **OFFICE OF MANAGEMENT AND BUDGET ITEMS WHICH REQUIRE BOARD APPROVAL**

This is a placeholder on all Board meeting agendas to streamline the process for grant applications, awards, budget resolutions, budget transfers from reserves, and CIP amendments. Specific items requiring approval, if any, will be provided by Supplemental Memorandum.

Agenda Item: 21-0536

RESOLUTION NOs. 21-6.20 through 21-6.23

OMB Director Jennifer Manning presented the items to the Board.

The following items were approved: (1) Justice and Mental Health Collaboration program grant, (2) Children Services program grant, (3) Housing Urban Development (HUD) grant #FL0117L4H092013, (4) Housing Urban Development (HUD) grant #FL0835L4H092001, (5) Hurricane Irma Fisheries Disaster Recovery grant, (6) Community Broadband reserve, and (7) General fund reserve allocations.

MOTION: A motion was made by Commissioner Heard, seconded by Vice Chairman Smith, to move staff's recommendation for approval. The motion carried by the following vote:

Aye: 5 - Chair Hetherington, Vice Chairman Smith, Commissioner Jenkins II, Commissioner Heard, and Commissioner Ciampi

DEPT-2 CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL $1 MILLION OR GREATER

This item is a placeholder on all Board meeting agendas to streamline the process for items that meet the Board approval threshold. Specific items requiring approval, if any, will be provided by Supplemental Memorandum. If there are no items, a Supplemental Memorandum will not be attached.

Agenda Item: 21-0538

Purchasing Manager Krysti Brotherton presented the following items to the Board: (1) General Contractor services RFP and (2) Numerical Modeling Engineering RFP.

MOTION: A motion was made by Commissioner Heard, seconded by Vice Chairman Smith, to move staff's recommendation for approval. The motion carried by the following vote:

Aye: 5 - Chair Hetherington, Vice Chairman Smith, Commissioner Jenkins II, Commissioner Heard, and Commissioner Ciampi

COUNTY ATTORNEY

DEPT-3 DISCUSSION ON PARTICIPATION IN PROPOSED MEMORANDUM OF UNDERSTANDING REGARDING OPIOID LITIGATION

The State of Florida and many counties and cities within the State of Florida have filed lawsuits against entities engaged in the manufacture, marketing, promotion, distribution or dispensing of opioids. Florida's Office of the Attorney General ("Attorney General") has been negotiating a global settlement of the opioid litigation for the State of Florida and its counties and cities. The State is proposing a unified plan, which is memorialized in a Memorandum of Understanding ("MOU"), to settle the opioid litigation in Florida and is asking for participation from all counties in an effort to achieve the highest settlement possible.

Agenda Item: 21-0765

RESOLUTION NO 21-6.24

Senior Assistant County Attorney Elysse Elder provided the item to the Board. Health and Human Resources Director Michelle Miller and Chief Kammel assisted with Board questions.

Commissioner Hetherington directed staff to return with additional information. Commissioner Smith directed staff to send accompanying letters to the Attorney General and Governor's office.

MOTION: A motion was made by Commissioner Ciampi, seconded by Commissioner Heard, to accept staff's recommendation and language, and send accompanying letters to the Attorney General and Governor's office. The motion carried by the following vote:

Aye: 5 - Chair Hetherington, Vice Chairman Smith, Commissioner Jenkins II, Commissioner Heard, and Commissioner Ciampi

GROWTH MANAGEMENT

DEPT-4 DISCUSSION ON OUTDOOR EXPANSION OF RESTAURANTS

The Board of County Commissioners requested that staff evaluate potential effects of allowing the expansion of restaurants into outdoor areas.

Agenda Item: 21-0827

Comprehensive Plan Administrator Clyde Dulin and Growth Management Director Paul Schilling presented the item to the Board. Senior Assistant County Attorney Krista Storey assisted with Board questions.

MOTION: A motion was made by Commissioner Heard, seconded by Commissioner Jenkins II, to approve staff's recommendation that we take no action. The motion carried by the following vote:

Aye: 4 - Chair Hetherington, Commissioner Jenkins II, Commissioner Heard, and Commissioner Ciampi

Nay: 1 - Vice Chairman Smith

PUBLIC WORKS

DEPT-5 UPDATE ON THE DEVELOPMENT OF THE LAKE OKEECHOBEE SYSTEM OPERATING MANUAL (LOSOM)

The purpose of the current LOSOM effort is to re-evaluate and re-define operations for the Lake Okeechobee regulatory discharge schedule that takes into account additional infrastructure that will soon be operational. County staff have been heavily engaged in the process and will update the Board on recent meetings with the United States Army Corps of Engineers (USACE) and upcoming opportunities for stakeholder input.

Agenda Item: 21-0766

Eco System Restoration Manager John Maehl provided the presentation to the Board. Public Works Director Jim Gorton assisted with Board questions.

ADMINISTRATION

DEPT-6 AMERICAN RESCUE PLAN PROGRAM

On May 10, 2020 the U.S. Department of Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act (ARP) of 2021. The establishment of these funds will directly support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable economy. The Local Fiscal Recovery Fund provides flexibility for

each jurisdiction to meet local needs including support for households, small businesses, impacted industries, essential workers and communities most impacted by the health pandemic.

Agenda Item: 21-0901

Assistant County Administrator George Stokus provided the presentation to the Board. Senior Assistant County Attorney Elysse Elder assisted with Board questions.

Commissioner Ciampi suggested a reallocation into mental health and substance abuse. Commissioner Hetherington directed staff to bring back a presentation on the COVID Impact Study suggestions.

The following members of the public addressed the Board regarding this item: Bob Ranieri, Joan Goodrich, Bob Zaccheo and Amy Pritchett.

A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, to approve staff's recommendation on the allocations as they are presented today. The motion carried by the following vote:

Aye: 4 - Chair Hetherington, Vice Chairman Smith, Commissioner Jenkins II, and Commissioner Heard

Nay: 1 - Commissioner Ciampi

DEPARTMENTAL QUASI-JUDICIAL

GROWTH MANAGEMENT

DPQJ-1 REQUEST FOR APPROVAL OF THE PALM PIKE CROSSING PLAT (P175-002)

This is a request by Palm Pike Crossing, LLC and Palm City Wagas VII, LLC for approval of a plat for a five-lot commercial subdivision of approximately 27.5 acres with shared infrastructure. The undeveloped subject property is located on the south side of Martin Highway (CR 714) between the Florida Turnpike and SW High Meadow Avenue (CR 713) in Palm City. Included in this application is a request for a Certificate of Public Facilities Exemption.

Agenda Item: 21-0820

Ex parte communication disclosures were made by all five commissioners. Return receipts were not required. There were no interveners. The participants were sworn in by the deputy clerk.

COUNTY: Principal Planner Matt Stahley provided the staff's presentation to the Board. Senior Assistant County Attorney Krista Storey assisted with Board questions.

The following County Exhibits were entered into the record: (1) agenda item/staff report, (2) Matt Stahley's resume.

APPLICANT: Applicant was present; no presentation was given.

Chair Hetherington solicited public comment; none was heard.

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, to approve staff's recommendation . The motion carried by the following vote:

Aye: 5 - Chair Hetherington, Vice Chairman Smith, Commissioner Jenkins II, Commissioner Heard, and Commissioner Ciampi

PUBLIC - PLEASE LIMIT COMMENTS TO THREE MINUTES.

Cindy Cain and Conrad Taylor spoke about potential solutions for Lake Okeechobee.

ADJOURN

The Board of County Commissioners June 22, 2021 meeting adjourned at 3:15 p.m.

Carolyn Timmann, Clerk of the
Circuit Court and Comptroller
/lp

Stacey Hetherington, Chair
Board of County Commissioners

Minutes approved:

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BOARD OF COUNTY COMMISSIONERS

DRAFT
6/24/2021 9:00 AM

MINUTES
JOHN F. ARMSTRONG WING, BLAKE LIBRARY
2401 SE MONTEREY ROAD, STUART, FLORIDA 34996

COUNTY COMMISSIONERS
Stacey Hetherington, Chair
Doug Smith, Vice Chairman
Harold E. Jenkins II
Sarah Heard
Edward V. Ciampi

Taryn Kryzda, County Administrator
Sarah W. Woods, County Attorney
Carolyn Timmann, Clerk of the Circuit Court and Comptroller

Joint Meeting with the Stuart City Commission, School Board & Village of Indiantown Council

CALL TO ORDER

BOARD OF COUNTY COMMISSIONERS
Stacey Hetherington, Chair
Doug Smith, Vice Chairman
Sarah Heard, Commissioner
Edward V. Ciampi, Commissioner
Taryn Kryzda, County Administrator
Sarah Woods, County Attorney

CITY OF STUART
Eula Clarke, Mayor
Merritt Matheson, Vice Mayor
Michael Meier, Commissioner
Becky Bruner, Commissioner
Troy McDonald, Commissioner

VILLAGE OF INDIANTOWN
Janet Hernandez, Mayor
Jackie Clarke, Vice Mayor
Guyton Stone, Council Member
Susan Gibbs Thomas, Council Member
Howard Brown, Village Manager
Garrett Olsen, Assistant Village Attorney

SCHOOL BOARD
Marsha Powers, Chair
Anthony Anderson, Vice Chair
Christia Li Roberts, Board Member
Victoria Defenthaler, Board Member
Michael Diterlizzi, Board Member
Dr. John Millay, Superintendent
Anthony D. George Jr., Board Attorney

II. Introductions and Opening Comments
In lieu of a roll call, the attendees introduced themselves for the record.

III. Public Comments
Amy Pritchett expressed her concerns to the City of Stuart and School Board regarding the development of a 400 unit apartment complex. She also spoke about the reallocation of ARP (American Rescue Plan) funds.

WORKSHOP

WORK-1 JOINT MEETING AGENDA - COUNTY COMMISSIONERS, STUART CITY COMMISSIONERS, MARTIN COUNTY SCHOOL BOARD, AND VILLAGE OF INDIANTOWN COUNCIL

This is a joint meeting with the County Commissioners, Stuart City Commissioners, Martin County School Board, and Village of Indiantown Council.

Agenda Item: 21-0902

IV. Agenda Items

A. County Capital Improvement Programs

Senior Project Engineer Chris Goetzfried presented the update. The presentation included: Neighborhood Restoration Design projects, Resurfacing and Roadways, Sidewalk projects, Bridge projects, CRA Construction projects, Ecosystem projects, and Coastal projects.

Environmental Resource Specialist Katie Bowes provided updates on stormwater treatment areas and channel enhancements.

Capital Engineer Manager Lukas Lambert provided traffic safety updates.

B. City Utilities and Engineering Projects

Stuart Utilities & Engineering Director Tim Voelker presented the City's update to the Boards. The presentation included: Shepard Park Boat Ramp, Stormwater projects, Sailfish Ballfield Forcemain, and the City's alternative water supply.

C. County and City Large-Scale Development Projects

Principal Planner Samantha Lovelady provided a presentation on large scale projects that are currently under review. Comprehensive Planning Administrator Clyde Dulin assisted with questions.

City Development Director Kevin Freeman presented the City's development review and Comprehensive Plan Amendments to the Boards.

D. Village of Indiantown Projects Update

Community and Economic Development Director Althea Jefferson provided capital improvements updates for the Village of Indiantown.

E. School District Update

Superintendent Dr. John D. Millay provided the update for the school district. Director Jennifer Deshazo provided safety measure updates. Director of Facilities and Planning Mark Sechrist presented facilities and construction updates. Capital Projects Planner Kimberly Everman presented planning and enrollment updates.

Chief Academic Officer Dr.Tracey Miller gave a brief update on the District's current state of affairs. Chair Marsha Powers advised the Boards there will be an update to the Indiantown bus routes for emergency situations. She also explained that masks and vaccines will be optional for the upcoming school year.

Mayor Eula Clarke inquired about the implementation of recently passed federal legislation on Juneteenth declarations into the school's curriculum. Mayor Janet Hernandez inquired about a Cultural Department and embracing culture in the schools. Chair Marsha Powers advised that the District has educational programs and course curriculum in place.

Vice Chair Anthony Anderson thanked the County Commissioners and staff on their responsiveness. Debbie Trythall commended the Boards for their cooperation during this school year.

Additional Comments

Commissioner Meier suggested acquiring conservation lands in the county for ecological benefits and future proofing. Michael Diterlizzi suggested the use of a conservation map throughout the county to help with future planning.

ADJOURN

The Martin County Board of County Commissioners Joint Meeting with the Stuart City Commission, Village of Indiantown, and Martin County School Board adjourned at 11:02 a.m.

Carolyn Timmann, Clerk of the Circuit Court and Comptroller	Stacey Hetherington, Chair Board of County Commissioners

/lp

Minutes approved:

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Agenda Item Summary

File ID: 21-0917 CNST-4 **Meeting Date:** 7/13/2021

PLACEMENT: Consent

TITLE:

REPORT OF DISCOUNTS, ERRORS, DOUBLE ASSESSMENTS, AND INSOLVENCIES ON THE ASSESSMENT ROLL FOR THE YEAR 2020

EXECUTIVE SUMMARY:

Presentation of the Martin County Tax Collector's Report on Discounts, Errors, Double Assessments, and Insolvencies on the Assessment Roll for the year 2020.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon
Title: Executive Aide

REQUESTED BY: Ruth Pietruszewski, Martin County Tax Collector

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Tax Collector has completed her Report of Discounts, Errors, Double Assessments, and Insolvencies for the 2020 Tax Roll. In accordance with Section 197.492, Fla. Stat. provides: "On or before the 60th day after the tax certificate sale, the tax collector shall make out a report to the Board of County Commissioners separately showing the discounts, errors, double assessments, and insolvencies for which credit is to be given, including in every case except discounts, the names of the parties on whose account the credit is to be allowed. The report may be submitted in electronic format."

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

n/a

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board approve the report.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda and give direction accordingly.

FISCAL IMPACT:

RECOMMENDATION

n/a

ALTERNATIVE RECOMMENDATIONS

n/a

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution
☐ Other:

DR-502

Tax Collector's Recapitulation of the Tax Roll For Martin County

Every space must be filled in.
Where there are spaces that
are not applicable, write "None."

	COUNTY AND SPECIAL DISTRICT AD VALOREM TAXES			ALL MUNICIPAL AD VALOREM TAXES			TOTAL AD VALOREM TAXES
	Real Property (1)	Personal Property (2)	Centrally Assessed Property (3)	Real Property (4)	Personal Property (5)	Centrally Assessed Property (6)	Real, Personal, and Centrally Assessed Property (7)
DEBITS							
1. Taxes Levied as Certified to Department of Revenue by Property Appraiser	362,020,410.35	46,274,841.85	236,880.66	38,225,605.71	5,832,982.66	14,262.73	452,604,983.96
2. Plus Additions to the Roll.	none	480.49	903.30	none	46.01	55.99	1,485.79
3. Less Subtractions from the Roll Including Rounding Error	none	none	none	none	none	none	none
4. Interest Collected on Current Roll	322,532.05	1,556.65	none	35,023.58	216.82	none	359,329.10
5. Total Taxes Levied on 2020 Tax Roll	362,342,942.40	46,276,878.99	237,783.96	38,260,629.29	5,833,245.49	14,318.72	452,965,798.85
CREDITS							
6. Total Monies Collected (Including Individual Tax Sale Certificates)	348,708,179.44	43,856,540.91	228,321.43	36,850,413.22	5,531,060.33	13,749.52	435,188,264.85
7. Discounts Allowed	12,917,623.65	1,791,710.92	9,462.53	1,356,324.47	225,241.24	569.20	16,300,932.01
8. Total Cash Credits on Collections (6 + 7)	361,625,803.09	45,648,251.83	237,783.96	38,206,737.69	5,756,301.57	14,318.72	451,489,196.86
9. Warrants Pending	none	none	none	none	none	none	none
10. County Tax Sale Certificates	2,353.00	none	none	110.35	none	none	2,463.35
11. Errors and Insolvencies (under minimum)	467,096.31	69,186.98	none	52,908.00	10,738.88	none	599,930.17
12. Uncollected Taxes Due to Pending Litigation	24,865.93	83,818.60	none	801.46	11,010.81	none	120,496.80
13. Other Unpaids	222,824.07	475,621.58	none	71.79	55,194.23	none	753,711.67
14. Over (-) or Under (+) Collected	none	none	none	none	none	none	none
15. Total Credits (Lines 5 and 15 Should balance)	362,342,942.40	46,276,878.99	237,783.96	38,260,629.29	5,833,245.49	14,318.72	452,965,798.85

I certify that the information contained herein is accurate and correct to the best of my knowledge and belief.

Date: 6/25/2021 Signature: Ruth Pietruszewski

Report ran as of date 06/20/2021

REPORT OF DISCOUNTS, ERRORS, DOUBLE ASSESSMENTS, AND INSOLVENCIES

505
02/18

Section 197.492, Florida Statutes

Certified to the Board of County Commissioners by Ruth Pietruszewski Tax Collector for Martin County, Florida.

Discounts, errors, double assessments, insolvencies, and exemptions are the only reasons for not collecting personal property taxes. Do not list any personal property tax item unless it is uncollectible. Do not take credit for items which are expected to be collected and remitted later.

Before submitting this list to the board of county commissioners, the tax collector must fill out and sign the certificate at the end of this form as the last page of the report and recapitulate the amount of all taxes that will be credited.

Name of Assessed	Account/ Property ID #	Assessed Value Deleted from Roll	Exempt Value Deleted from Roll	Millage/District Code	Tax Increase	Tax Decrease	Correction #	Litigation/ Insolvent	Reason/ Status

{table continues as long as needed}

District Type	District Code	District Name	Increase	Decrease	Net

	Increase	Decrease	Net
Correction Totals			
Total Insolvent			
Total Litigation			
Grand Totals			

INSTRUCTIONS

To Tax Collectors:

1. Use this for the last sheet on your report of discounts, errors, double assessments, and insolvencies.
2. Do not list any item without showing the reason for reduction in the right-hand column.
3. As much as possible, group together all items coming under one heading. For instance, place all errors under one heading, all double assessments under another, exemptions under another, etc.
4. For exemptions, specify whether widow, veteran, homestead, disability, etc.

Tax Collector Recapitulation

I, Ruth Pietruszewski, Tax Collector of Martin County, Florida, certify this is a report of all discounts, errors, double assessments, insolvencies, and federal bankruptcies on the assessment roll for 2020; that the discounts were actually earned for the month as shown; that the attached list shows all errors and double assessments as the property appraiser certified; that I have allowed no exemptions, other than those the attached list shows as certified by the property appraiser; that each item marked insolvent on the attached list is in fact insolvent and, although I have made a diligent search, I have been unable to find the tangible personal property to levy on to enforce the payment of the tax; and that I have not collected any of the items on the attached list.

I am entitled to credit against the 2020 assessment roll on the following amounts:

Discounts	16,300,932.01
Errors	598,567.68
Double Assessments	0.00
Insolvencies	169.53
Federal Bankruptcies	120,496.80
Other: (specify)	
Under minimum	1,192.96
Total	17,021,358.98

Ruth Pietruszewski

Signature, Tax Collector

Martin
County

06/20/2021
Date

Agenda Item Summary

File ID: 21-0878 CNST-5 **Meeting Date:** 7/13/2021

PLACEMENT: Consent

TITLE:

EMERGENCY MEDICAL SERVICES ADVISORY COUNCIL APPOINTMENTS

EXECUTIVE SUMMARY:

The Board is asked to confirm appointments to the Emergency Medical Services Advisory Council.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon
Title: Executive Aide

REQUESTED BY: Fire Rescue Department

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Section 87.114 “Emergency Medical Services Advisory Council” General Ordinances, Martin County Code, provides, “There is hereby created the Martin County Emergency Medical Services Advisory Council. The Council may make recommendations regarding delivery of Emergency Medical Services in Martin County to the Board of County Commissioners. The meetings, powers and duties and membership of such council shall be provided for by resolution of the Board of County Commissioners.”

The membership shall consist of the following: a representative from the Fire Rescue Department, the Martin County Medical Director, a representative from Emergency Room Physicians on staff at a Martin County hospital, a representative from the Martin County Sheriff's Office, a representative of the following municipalities: City of Stuart, Town of Jupiter Island, Town of Sewall's Point, and the Village of Indiantown, a representative from the education community, and a lay-person representative to be appointed by the Board of County Commissioners.

Representatives of the following entities may serve as Ex-Officio members without a vote on the Council: Florida Highway Patrol, Martin County Health Department, any emergency service providers holding a Martin County certificate of public convenience and necessity, a representative from the Martin County Chapter of the American Red Cross, a representative from a Skilled Nursing Facility located in Martin County.

Attached is Resolution No. 20-12.2 which changes the Bylaws of the Emergency Medical Services Advisory Council.

The City of Stuart, Town of Jupiter Island, and Sheriff's Office would like alternate members appointed to the Emergency Medical Services Advisory Council. The City of Stuart's alternate representative is Troy Bowser and the Town of Jupiter Island's alternate representative is Frank Lasaga. The Sheriff's Office's alternate representative is Yesenia Carde Watson. Their applications are attached.

The Administration staff will advise all the three new members of their appointment which will include Sunshine Law information.

ISSUES:

None.

LEGAL SUFFICIENCY REVIEW:

To the extent this item contains legal issues; it has been reviewed for legal sufficiency, though it is primarily a matter of Board policy.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board confirm the appointments of the following to the Emergency Medical Services Advisory Council for two-year terms to begin July 13, 2021 and end July 12, 2023 and authorize the Chair to sign the Resolution of Appointment.

City of Stuart Alternate Representative - Troy Bowser
Town of Jupiter Island Alternate Representative - Frank Lasaga
Sheriff's Office Alternate Representative - Yesenia Carde Watson

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda and direct staff accordingly.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☒ Resolution
☐ Other:

Emergency Medical Services Advisory Council

Created Pursuant to Code s. 87-114 & Resolution Nos. 07-2.3 & 20-12.2

Powers & Duties:

The purpose and objectives are:

A. To act as a County EMS advisory body, keeping members informed about State and National issues of concerns to EMS providers.
B. To advise the Martin County Board of County Commissioners on matters concerning Emergency Medical Services.
C. To promote regional coordination and cooperation of EMS services.
D. To act as a liaison body for Martin County EMS providers.
E. To provide a forum to discuss the common problems and concerns shared by EMS agencies serving Martin County.
F. To encourage training and education of both the professional provider and members of the general public in the provision of emergency medical care.
G. To encourage optimal performance standards.
H. To engage in the planning, development and implementation of such activities and programs as deemed desirable in order to accomplish its general objectives or purposes, either by itself or in cooperation with other persons, groups, agencies, firms, corporations or organizations with programs relating to this Council's goals.

How Appointed:

The membership shall consist of the following: a representative from the Fire Rescue Department, the Martin County Medical Director, a representative from Emergency Room Physicians on staff at a Martin County hospital, a representative from the Martin County Sheriff's Office, a representative of the following municipalities: City of Stuart, Town of Jupiter Island, Town of Sewall's Point, and the Village of Indiantown, a representative from the education community, and a lay-person representative to be appointed by the Board of County Commissioners.

Representatives of the following entities may serve as Ex-Officio members without a vote on the Council: Florida Highway Patrol, Martin County Health Department, any emergency service providers holding a Martin County certificate of public convenience and necessity, a representative from the Martin County Chapter of the American Red Cross, a representative from a Skilled Nursing Facility located in Martin County.

Terms:

All members shall serve a two-year term. Members may be reappointed for additional two-year terms.

Meetings:

The Council will meet quarterly on the first Thursday of the month. A majority of all voting members shall constitute a quorum (one-half of the total members plus one member).

Staff Liaison: Sally Waite, Emergency Management Director

Name	Position	Appointed	Term Ends
Chad Cianiulli	Martin County Fire Rescue Department	23-SEP-16	25-FEB-23
Heather Crary	Martin County Fire Rescue Department *ALTERNATE*	09-OCT-18	25-FEB-23
Sally Waite	Martin County Fire Rescue Department *ALTERNATE*	26-FEB-19	25-FEB-23
Chris Kammel	Martin County Fire Rescue Department *ALTERNATE*	26-FEB-21	25-FEB-23
Michael Ferraro	Martin County Medical Director	02-FEB-17	25-FEB-23
Brett Clarke	Emergency Room Physicians Representative	09-OCT-18	25-FEB-23
John Bray	Education Community Representative	26-FEB-21	25-FEB-23
Kevin Sullivan	Education Community Representative *ALTERNATE*	26-FEB-21	25-FEB-23
John Perez	Martin County Sheriff's Office	09-OCT-18	25-FEB-23
Chief Vincent Felicione	City of Stuart	19-JUN-18	25-FEB-23
Chief Robert Garlo	Town of Jupiter Island	29-JUL-14	25-FEB-23
Tina Ciechanowski	Town of Sewall's Point	06-FEB-07	25-FEB-23
Christopher Ross Wade	Town of Sewall’s Point *ALTERNATE*	26-FEB-21	25-FEB-23
Susan Gibbs Thomas	Village of Indiantown	02-FEB-21	25-FEB-23
L. James. Levine	Lay-Person - Non-Emergency Transportation	26-FEB-21	25-FEB-23

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 20-12.2

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA TO CHANGE THE BYLAWS OF THE EMERGENCY MEDICAL SERVICES (EMS) ADVISORY COUNCIL

WHEREAS, the Board of County Commissioners is authorized by Section 87.115 General Ordinances, Martin County Code to provide for the meetings, powers and duties and membership of the Martin County Emergency Medical Services Advisory Council by resolution; and

WHEREAS, the EMS Advisory Council voted unanimously to change the bylaws adopted on October 30, 2020; with minor administrative changes and to add a member from the Village of Indiantown.

NOW THEREFORE BE IT RESOLVED THAT, THE BOARD OF COUNTY COMMISSIONERS THAT; the Martin County Emergency Medical Services Advisory Council Bylaws; attached hereto, are hereby revised as presented. This resolution shall take effect immediately upon its adoption.

Duly adopted this 8th day of December, 2020.

ATTEST:

CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

Martin County EMS Advisory Council

BYLAWS

ARTICLE I. – Name

Section 1.
The name of this organization shall be the Martin County Emergency Medical Services Advisory Council. This organization shall represent Emergency Service providers in Martin County, and shall hereinafter be referred to as the Martin County EMS Advisory Council.

ARTICLE II. – Purpose

Section 1.
The purposes and objectives of this organization are:

A. To act as a County EMS advisory body, keeping members informed about State and National issues of concerns to EMS providers.
B. To advise the Martin County Board of County Commissioners on matters concerning Emergency Medical Services.
C. To promote regional coordination and cooperation of EMS services.
D. To act as a liaison body for Martin County EMS providers.
E. To provide a forum to discuss the common problems and concerns shared by EMS agencies serving Martin County.
F. To encourage training and education of both the professional provider and members of the general public in the provision of emergency medical care.
G. To encourage optimal performance standards.
H. To engage in the planning, development and implementation of such activities and programs as deemed desirable in order to accomplish its general objectives or purposes, either by itself or in cooperation with other persons, groups, agencies, firms, corporations or organizations with programs relating to this Council's goals.

ARTICLE III. – Membership

Section 1. The membership of the Martin County EMS Advisory Council shall be appointed by Resolution by the Martin County Board of County Commissioners and consist of the following:

A. A representative from the Martin County Fire Rescue Department.
B. The Martin County Medical Director.
C. A representative from Emergency Room Physicians on staff at a Martin County hospital.
D. A representative from the Martin County Sheriff's Office.

E. A representative of the following municipalities: the City of Stuart, the Town of Jupiter Island, the Town of Sewall's Point and the Village of Indiantown.
F. A representative from the education community
G. A lay-person representative to be appointed by the Board of County Commissioners.

Section 2. All members of this Council shall serve a two (2) year term. Members may be re-appointed for additional terms.

Section 3. Each entity identified in Section 1(A) through (E) above may designate an alternate which shall be approved by the Board of County Commissioners.

Section 4. Representatives of the following entities may serve as ex officio members, without a vote, on the Council:

A. Florida Highway Patrol.
B. Martin County Health Department.
C. Any emergency service providers holding a Martin County certificate of public convenience and necessity.
D. A representative from the Martin County Chapter of the American Red Cross.
E. A representative from a Skilled Nursing Facility located in Martin County.

ARTICLE IV. – Meetings

Section 1. The regular meeting of the membership of the Council shall be held quarterly on the first Thursday of the month at such time and place as shall be designated by the Chairman. The Chairman may call special meetings of the Council. When such meetings are deemed necessary, notice of special meetings shall be given to each member of the Council as provided in Section 2.

Section 2. Notice of the time, place, and purpose of all regular meetings and special meetings of the Council shall be emailed to each member of the Council not less than five (5) days before such meetings.

Section 3. A majority of all voting members shall constitute a quorum for the transaction of any business at any regular or special meeting of the Council.

Section 4. Only the designated member or his or her alternate is entitled to vote at any meeting of the Council.

Section 5. All official records of the Council, including minutes and resolutions duly adopted, shall be maintained by the Martin County B.O.C.C.

Section 6. Each membership category shall attend at least 75% of the Council's meetings annually. Non-compliance of this section shall cause the Chairperson to review circumstances for non-attendance and such member may be replaced. Excuses for absences, in writing, shall be accepted at the discretion of the Chairperson.

Section 7. Council members shall notify the Chairperson to let him/her know when an alternate is replacing a member.

ARTICLE V. – Officers

Section 1. The Martin County Fire Rescue Department Representative shall serve as Chairperson of the Council.

Section 2. The Chairperson shall appoint a Vice-Chairperson for a term of two years from date of appointment.

ARTICLE VI. – Duties of the Officers.

Section 1. The Chairperson shall be the chief executive officer of this advisory board. It shall be his/her duty:

A. To perform all duties as are incident to his/her office and such other duties as may be required by law, or by these By-laws or which may be prescribed from time to time by the membership.
B. To preside at meetings of the membership.
C. To decide questions or order.
D. To appoint membership committees and committee chairpersons as needed, subject to the approval of the membership.
E. To have such other powers and perform such duties as may be assigned to him/her from time to time by the membership.

Section 2. Vice-Chairman.
In the absence of the Chairperson, or in the event of his/her inability or refusal to act, or if the office be vacant, the Vice-Chairperson shall perform all the duties of the Chairperson, and when so acting shall have all the powers and be subject to all the restrictions of the Chairperson. The Vice-Chairperson shall have such other powers and perform such other duties as may be prescribed by law, or by these By-laws, or as may be assigned to him/her from time to time by the membership.

ARTICLE VII. – Committees

Section 1. The Chairperson is empowered to appoint such permanent or standing committees as are deemed necessary for the successful execution of the Council program. All Committee activities must be reported at a regular Council meeting for adoption.

ARTICLE VIII. – Fiscal year

Section 1. The fiscal year of the Council shall be from the first day of October to the last day of September, inclusive.

ARTICLE IX. – Amendments

These By-laws may be amended by resolution of the Martin County Board of County Commissioners.

ARTICLE X. – Rights and Privileges

Section 1. No individual member or member's organization shall possess any right, interest or privilege which may be transferable by that member or which shall continue in any manner if the membership of such individual member or member's organization ceases.
When a voting issue arises, members shall declare if a conflict of interest exists and shall abstain from vote.

Section 2. The Council shall comply with the requirements of Section 286.011, Florida Statutes (Florida's Sunshine Laws) and Chapter 119, Florida Statutes (Public Records).

APPLICATION FOR APPOINTMENT – Martin County Emergency Medical Services Advisory Council – Please Print

Type of Member:

- ☐ Fire Rescue Department
- ☐ Martin County Medical Director
- ☐ Representative from Emergency Room Physicians on staff at a Martin County hospital
- ☐ Representative from the Indian River State College EMT/Paramedic program
- ☐ Representative from the Martin County Sheriff's Office
- ☒ Representative from the City of Stuart
- ☐ Representative from the Town of Jupiter Island
- ☐ Representative from the Town of Sewall's Point
- ☐ Representative from the Village of Indiantown
- ☐ A lay-person
- ☒ ALTERNATE for any of the above

Check One: ☐ Mrs. ☑ Mr. ☐ Ms. ☐ Miss ☐ Dr.

Name: TROY BOWSER

Residence Address: 486 SE SOUTHWOOD TRAIL STUART, FL 34997
Street/City/Zip Code

Mailing Address: _____
(if different) Street/City/Zip Code

Commission District in which you reside: _____ Staff will complete.

Are you available year round to attend meetings? ☑ yes ☐ no If **no**, what months **are** you available?

_____

Telephone numbers: daytime: 772-288-5363 alternate: 772-215-1864 alternate: _____
Area Codes are considered 772 unless noted otherwise.

EMAIL: TBOWSER@CI.STUART.FL.US

Have you ever pled guilty or "no contest" to a crime, been convicted of a crime, had adjudication withheld, prosecution deferred, been placed on probation, received a suspended sentence or forfeited bail in connection with any offense (except minor traffic violations)? Please show all convictions, including driving while intoxicated (DUI) convictions. ☑ yes ☐ no If yes, please provide the following information:

TYPE OF OFFENCES: DUI

DATES: 1999

PLACES (city/state): MARTIN

SENTENCES OR FINES: N/A

A conviction record does not necessarily disqualify you for consideration. Factors such as age at time of offense, nature of violation, and rehabilitation will be considered. The Martin County Board of County Commissioners retains the right to remove, at will, any appointee to a Board or Committee with or without cause.

→ CONTINUED →

EDUCATION/EXPERIENCE: A resume is recommended to be attached containing this and any other information that would be helpful to the Board in evaluating your application. Resume or letter of qualifications attached? ☐ yes ☑ no

Education: FF/MEDIC, COLLEGE CERTS

Employment Experience: FIREFIGHTER/PARAMEDIC (1994-2004), FIRE RESCUE LT (2004-2018) BATTALION CHIEF (2018-2021), OPERATIONS CHIEF (2021-PRESENT) WITH THE CITY OF STUART FIRE RESCUE

Other experience you feel would be helpful to the Board in making this appointment: N/A

Community Experience and Affiliations: N/A

Other County Boards/Committees/Task Forces on which you have served: N/A

Do you or any member of your immediate family work for Martin County or hold a position that might conflict with your duties for this Board/Committee/Task Force? If yes, please explain: N/A

REFERENCES: Please list two references:

FIRE CHIEF VINCE FELICIONE

CITY MANAGER DAVID DYESS

- Applicants may be required by State Law and County Ordinance to file a Financial Disclosure Statement as part of the appointment process. *This is not currently required.*
- Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true. (Pursuant to Section 92.525 Florida Statutes, falsifying this application is a Third Degree Felony punishable by up to five years imprisonment and up to a $5,000 fine.)
- Florida law prohibits an advisory board member from doing business with its agency (The County). Section 112.313(3) and (7), Fla. Stat.

→ Signature: [signature] Date: 1-22-2021

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 by Friday, January 22, 2021. All information submitted becomes public record. If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.

APPLICATION FOR APPOINTMENT – Martin County Emergency Medical Services Advisory Council – Please Print

Type of Member:

- ☐ Fire Rescue Department
- ☐ Martin County Medical Director
- ☐ Representative from Emergency Room Physicians on staff at a Martin County hospital
- ☐ Representative from the Indian River State College EMT/Paramedic program
- ☐ Representative from the Martin County Sheriff's Office
- ☐ Representative from the City of Stuart
- ☒ Representative from the Town of Jupiter Island
- ☐ Representative from the Town of Sewall's Point
- ☐ Representative from the Village of Indiantown
- ☐ A lay-person
- ☒ ALTERNATE for any of the above

Check One: ☐ Mrs. ☒ Mr. ☐ Ms. ☐ Miss ☐ Dr.

Name: FRANK LASAGA

Residence Address: 103 BUNKER HILL RD HOBE SOUND FL 33455
Street/City/Zip Code

Mailing Address: N/A
(if different) Street/City/Zip Code

Commission District in which you reside: _____ Staff will complete.

Are you available year round to attend meetings? ☒ yes ☐ no If **no**, what months **are** you available?

Telephone numbers: daytime: 545-0112 alternate: 545-0127 alternate: 215-6619
Area Codes are considered 772 unless noted otherwise.

EMAIL: flasaga@tji.martin.fl.us

Have you ever pled guilty or "no contest" to a crime, been convicted of a crime, had adjudication withheld, prosecution deferred, been placed on probation, received a suspended sentence or forfeited bail in connection with any offense (except minor traffic violations)? Please show all convictions, including driving while intoxicated (DUI) convictions. ☐ yes ☒ no If yes, please provide the following information:

TYPE OF OFFENCES: N/A

DATES: _____

PLACES (city/state): _____

SENTENCES OR FINES: _____

A conviction record does not necessarily disqualify you for consideration. Factors such as age at time of offense, nature of violation, and rehabilitation will be considered. The Martin County Board of County Commissioners retains the right to remove, at will, any appointee to a Board or Committee with or without cause.

→ CONTINUED →

EDUCATION/EXPERIENCE: A resume is recommended to be attached containing this and any other information that would be helpful to the Board in evaluating your application. Resume or letter of qualifications attached? ☐ yes ☒ no

Education: BS ENVIRONMENTAL MGMT. U OF MD-UC

Employment Experience: 25 YRS EMERGENCY SERVICES INCLUDING FIRE, ALS, AND LAW ENFORCEMENT OPERATIONS, TRAINING, EMERGENCY MGMT.

Other experience you feel would be helpful to the Board in making this appointment: _____

Community Experience and Affiliations: CHAIR TREASURE COAST LOCAL EMERGENCY PLANNING COMMITEE

Other County Boards/Committees/Task Forces on which you have served: _____

Do you or any member of your immediate family work for Martin County or hold a position that might conflict with your duties for this Board/Committee/Task Force? If yes, please explain: _____

REFERENCES: Please list two references:

ROBERT GARLO 772-545-0112

MICHAEL VENTURA 772 545-0100

- Applicants may be required by State Law and County Ordinance to file a Financial Disclosure Statement as part of the appointment process. *This is not currently required.*
- Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true. (Pursuant to Section 92.525 Florida Statutes, falsifying this application is a Third Degree Felony punishable by up to five years imprisonment and up to a $5,000 fine.)
- Florida law prohibits an advisory board member from doing business with its agency (The County). Section 112.313(3) and (7), Fla. Stat.

→ Signature: _____ Date: 6/8/21

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **ASAP**. All information submitted becomes public record. If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.

APPLICATION FOR APPOINTMENT – Martin County Emergency Medical Services Advisory Council – Please Print

Type of Member:

- ☐ Fire Rescue Department
- ☐ Martin County Medical Director
- ☐ Representative from Emergency Room Physicians on staff at a Martin County hospital
- ☐ Representative from the Indian River State College EMT/Paramedic program
- ☒ Representative from the Martin County Sheriff's Office
- ☐ Representative from the City of Stuart
- ☐ Representative from the Town of Jupiter Island
- ☐ Representative from the Town of Sewall's Point
- ☐ Representative from the Village of Indiantown
- ☐ A lay-person
- ☑ ALTERNATE for any of the above

Check One: ☒ Mrs. ☐ Mr. ☐ Ms. ☐ Miss ☐ Dr.

Name: Yesenia Carde Watson

Residence Address: _____
Street/City/Zip Code

Mailing Address: 800 SE Monterey Rd. Stuart FL 34994
(if different)
Street/City/Zip Code

Commission District in which you reside: _____ Staff will complete.

Are you available year round to attend meetings? ☒ yes ☐ no If **no**, what months **are** you available?

_____

Telephone numbers: daytime: 772-260-3133 alternate: _____ alternate: _____
Area Codes are considered 772 unless noted otherwise.

EMAIL: yjcarde@mcsofl.org

Have you ever pled guilty or "no contest" to a crime, been convicted of a crime, had adjudication withheld, prosecution deferred, been placed on probation, received a suspended sentence or forfeited bail in connection with any offense (except minor traffic violations)? Please show all convictions, including driving while intoxicated (DUI) convictions. ☐ yes ☒ no If yes, please provide the following information:

TYPE OF OFFENCES: _____

DATES: _____

PLACES (city/state): _____

SENTENCES OR FINES: _____

A conviction record does not necessarily disqualify you for consideration. Factors such as age at time of offense, nature of violation, and rehabilitation will be considered. The Martin County Board of County Commissioners retains the right to remove, at will, any appointee to a Board or Committee with or without cause.

→ CONTINUED →

EDUCATION/EXPERIENCE: A resume is recommended to be attached containing this and any other information that would be helpful to the Board in evaluating your application. Resume or letter of qualifications attached? ☐ yes ☒ no

Education: BA Homeland Security AA. Criminal Justice
Current MA Student of Criminal Justice Public Administration

Employment Experience: 17 yrs law enforcement with Martin County Sheriffs Office.
14 yrs in investigations. Currently a Lieutenant in Criminal Investigations Div.

Other experience you feel would be helpful to the Board in making this appointment:

Currently serve as an alternate for Capt. J. Perez in Emergency Management.

Community Experience and Affiliations:

Other County Boards/Committees/Task Forces on which you have served: Treasure Coast Human Trafficking Coalition; South Florida Task Force

Do you or any member of your immediate family work for Martin County or hold a position that might conflict with your duties for this Board/Committee/Task Force? If yes, please explain: NO

REFERENCES: Please list two references:

Captain Juan Perez - 772-919-1798

Lieutenant Ruben Romero - 772-342-4676

- Applicants may be required by State Law and County Ordinance to file a Financial Disclosure Statement as part of the appointment process. *This is not currently required.*
- Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true. (Pursuant to Section 92.525 Florida Statutes, falsifying this application is a Third Degree Felony punishable by up to five years imprisonment and up to a $5,000 fine.)
- Florida law prohibits an advisory board member from doing business with its agency (The County). Section 112.313(3) and (7), Fla. Stat.

→ Signature: Liy Cardo Date: 6-14-21

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **ASAP**. All information submitted becomes public record. If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 21-6.x

A RESOLUTION PERTAINING TO THE APPOINTMENT OF MEMBERS TO THE EMERGENCY MEDICAL SERVICES ADVISORY COUNCIL

WHEREAS, the Emergency Medical Services Advisory Council was established pursuant to Sec. 87.144, General Ordinances, Martin County Code and Resolution Number 07-2.3; and

WHEREAS, the Resolution Number 07-2.3 establishes the number of members and the required qualifications of such members; and

WHEREAS, the following individual meets the described qualifications and is aware of the purpose, duties, and responsibilities of service on the Emergency Medical Services Advisory Council.

NOW THEREFORE BE IT RESOLVED THAT, the Board of County Commissioners hereby appoints the following individuals to serve on the Emergency Medical Services Advisory Council for terms to begin July 13, 2021 and end July 12, 2023.

City of Stuart Alternate Representative – Troy Bowser
Town of Jupiter Island Alternate Representative – Frank Lasaga
Sheriff's Office Alternate Representative – Yesenia Carde Watson

Duly adopted this 13th day of July 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

_____
STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
SARAH W. WOODS, COUNTY ATTORNEY

Agenda Item Summary

File ID: 21-0882 CNST-6 **Meeting Date:** 7/13/2021

PLACEMENT: Consent

TITLE:

ADOPT A PROCLAMATION RECOGNIZING A BLOOD DRIVE COMMEMORATING THE 20TH ANNIVERSARY OF 9/11

EXECUTIVE SUMMARY:

The Board is asked to adopt a proclamation recognizing a Blood Drive Commemorating the 20th Anniversary of 9/11.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon
Title: Executive Aide

REQUESTED BY: Kassandra Schilling, Communications Specialist

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Board is asked to adopt a proclamation that will be presented on August 10, 2021.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the proclamation that will be presented at the August 10, 2021 meeting.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda and direct staff accordingly.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution
☒ Other: Proclamation (1)

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Before the Board of County Commissioners
Martin County, Florida

A Proclamation

Recognizing a Blood Drive Commemorating the 20th Anniversary of 9/11

Whereas, September 11, 2021 is the 20th anniversary of the attacks on the United States that took the lives of nearly 3,000 innocent Americans and brought sorrow to the people of this great nation; and

Whereas, blood donors are the foundation for meeting the needs of patients nationwide and often make the difference between life and death; and

Whereas, donating blood is safe and gives volunteers an opportunity to become quiet heroes in their community by saving lives with each donation; and

Whereas, blood donations on the weekend of 9/11 are a way to honor those who died on that fateful day by committing an act of kindness; and

Whereas, the Crary Buchanan law firm, in conjunction with Florida's Blood Centers, will hold a blood drive at their offices in Stuart from 9 a.m. to 6 p.m. on September 11.

Now, therefore, be it proclaimed by the Martin County Board of County Commissioners that Florida's Blood Centers and the Crary Buchanan law firm are commended for undertaking a blood drive on 9/11 and urge all residents to donate blood and recognize the importance of this priceless gift.

Presented this Tenth Day of August 2021

ATTEST:

_____
CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS

_____
STACEY HETHERINGTON, CHAIR

_____
DOUG SMITH, VICE CHAIRMAN

_____
HAROLD E. JENKINS II, COMMISSIONER

_____
SARAH HEARD, COMMISSIONER

_____
EDWARD V. CIAMPI, COMMISSIONER

Agenda Item Summary

File ID: 21-0911 CNST-7 **Meeting Date:** 7/13/2021

PLACEMENT: Consent

TITLE:

ADOPT A PROCLAMATION COMMENDING ROSE KORES UPON THE ACHIEVEMENT OF THE GIRL SCOUT GOLD AWARD

EXECUTIVE SUMMARY:

The Board is asked to adopt a proclamation commending Rose Kores upon the achievement of the Girl Scout Gold Award.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon
Title: Executive Aide

REQUESTED BY: Kassandra Schilling, Communications Specialist

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Board is asked to adopt a proclamation that will be presented on August 10, 2021.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the proclamation that will be presented at the August 10, 2021 meeting.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda and direct staff accordingly.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution
☒ Other: Proclamation (1)

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Before the Board of County Commissioners
Martin County, Florida

A Proclamation

Commending Rose Kores upon the achievement of the Girl Scout Gold Award

Whereas, the Girl Scouts of America, founded on March 12, 1912 by Juliette Gordon Low, was incorporated in 1915 and chartered by Congress in 1950. She envisioned an organization that would bring girls out of their homes to serve their communities, experience the out-of-doors and have the opportunity to develop self-reliance and resourcefulness; and

Whereas, the Girl Scouts of America endeavors to develop Americans who have a high degree of self-reliance as evidenced in such qualities as initiative, courage, and resourcefulness; have personal values based on community service; have the desire and skills to help others; understand the principles of the American social, economic, and governmental systems; are knowledgeable about and take pride in their American heritage and understand our nation's role in the world; have a keen respect for the basic rights of all people; and are prepared to participate in and give leadership to American society; and

Whereas, the rank of Gold Award, the highest rank in scouting is only achieved by 8% of girl scouts nationally, is significant in that it is a reflection of an individual who has endeavored to become the best she can be; and is recognized as having special significance, not only in scouting, but also as the individual enters higher education, business or industry and community service.

Now, therefore be it proclaimed by the Martin County Board of County Commissioners that Rose Kores of Girl Scout Troop #30215 is hereby congratulated for her achievement in attaining the Girl Scout Gold Award and commended for her service to her community now and in the years to come.

Presented this Tenth Day of August 2021

ATTEST:

_____
CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS

_____
STACEY HETHERINGTON, CHAIR

_____
DOUG SMITH, VICE CHAIRMAN

_____
HAROLD E. JENKINS II, COMMISSIONER

_____
SARAH HEARD, COMMISSIONER

_____
EDWARD V. CIAMPI, COMMISSIONER

Agenda Item Summary

File ID: 21-0920 CNST-8 **Meeting Date:** 7/13/2021

PLACEMENT: Consent

TITLE:

ADOPT A PROCLAMATION HONORING JULIETTE ROSSE' ON HER 102ND BIRTHDAY

EXECUTIVE SUMMARY:

The Board is asked to adopt a proclamation honoring Juliette Rosse' on her 102nd birthday.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon
Title: Executive Aide

REQUESTED BY: Kassandra Schilling, Communications Specialist

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Board is asked to adopt a proclamation that will be mailed to Juliette.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the proclamation.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda and direct staff accordingly.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐Budget Transfer / Amendment ☐ Chair Letter ☐Contract / Agreement

☐Grant / Application ☐Notice ☐Ordinance ☐Resolution

☒Other: Proclamation (1)

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Before the Board of County Commissioners
Martin County, Florida

A Proclamation

Honoring Juliette Rosse' on her 102nd Birthday

Whereas, Juliette Rosse' was born on June 29, 1919 and now lives in Palm City, Florida; and

Whereas, Juliette and her husband raised three children in New York and moved to Pompano Beach, Florida in 1972; and

Whereas, Juliette Rosse' has been a resident of Martin County since 1997.

Now, therefore, be it proclaimed by the Martin County Board of County Commissioners that Juliette Rosse' is congratulated upon the occasion of her 102nd birthday, and the board extends best wishes to Mrs. Rosse' for many more happy and healthy years.

Duly Adopted this Thirteenth Day of July 2021

ATTEST:

_____
CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS

_____
STACEY HETHERINGTON, CHAIR

_____
DOUG SMITH, VICE CHAIRMAN

_____
HAROLD E. JENKINS II, COMMISSIONER

_____
SARAH HEARD, COMMISSIONER

_____
EDWARD V. CIAMPI, COMMISSIONER

Agenda Item Summary

File ID: 21-0832 CNST-9 **Meeting Date:** 7/13/2021

PLACEMENT: Consent

TITLE:

STAFF REQUESTS AUTHORIZATION TO ENTER INTO A USE AGREEMENT WITH PALM BEACH COUNTY (PBC) FOR THE 96TH STREET ARTIFICIAL REEF STAGING AREA

EXECUTIVE SUMMARY:

County staff requests approval to enter into a Use Agreement with PBC for the 96th Street Artificial Reef Staging Area within Martin County (MC) for the purpose of short term storage, fabrication and deployment of artificial reef materials in connection with Palm Beach County's Artificial Reef Program beginning upon execution and terminating one year from the date of execution.

DEPARTMENT: Public Works

PREPARED BY: **Name:** Jessica Garland
Title: Coastal Management Coordinator

REQUESTED BY: Jena McNeal, Environmental Supervisor Palm Beach County, Department of Environmental Resources Management

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

1. Documents prepared by: Martin County
2. Parties to the Agreement: Palm Beach County BOCC & Martin County BOCC
3. Purpose of the document: Enter into the Artificial Reef Deployment Area Use Agreement with PBC to use the 96th Street Artificial Reef Staging Area
4. New/Revised/Modified: New
5. Duration: 1 year with automatic extension for an additional one year unless either party gives written notice of termination at least 60 days prior to the expiration of the current term
6. Benefits to Martin County: Coordination between Artificial Reef Programs
7. Cost to Martin County: Staff time to administer coordination of site

Palm Beach County wishes to enter into a use agreement with Martin County for access to the 96th Street Artificial Reef Staging Area as a temporary staging and fabrication site for artificial reef material and to load PBC contractor's barge with artificial reef material for offshore deployment. PBC does not have consistent access to any waterfront property for artificial reef projects and has been utilizing MC's staging area on a case by case basis for the past two years. This use agreement

would provide PBC artificial reef program with a reliable staging and loading site and allow the program staff to plan future projects with more certainty. By having both MC and PBC artificial reef programs staging material out of the same site there will be more options to partner on projects in the future. There will be an open line of communication on material and the ability to share material between the counties that may not have been as open in the past. The parcel located along the St. Lucie Canal south of SW 96th Street will be used by PBC for short term storage, fabrication, deployment and loading of artificial reef materials for offshore deployment.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

This item has been reviewed for legal sufficiency to determine whether it is consistent with applicable law, has identified and addressed legal risks, and has developed strategies for legal defensibility.

RECOMMENDED ACTION:

RECOMMENDATION

Move the Board authorize the Chair to execute the Artificial Reef Area Use Agreement with Palm Beach County; and authorize the County Administrator, or designee, to sign all future time extensions, task assignments, certifications and other forms associated with this Agreement, and any necessary minor amendments that do not significantly change the scope of work, terms, or conditions of this Agreement.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda and direct staff accordingly.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☒ Contract / Agreement

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☐ Other:

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Agenda Item: **3L-4**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	May 18, 2021	(X) Consent ( ) Workshop	( ) Regular ( ) Public Hearing
Department:	Environmental Resources Management		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve an Artificial Reef Deployment Area Use Agreement (Agreement) with Martin County to use the 96th Street Staging Area within Martin County for the purpose of short term storage, fabrication and deployment of artificial reef materials in connection with Palm Beach County's Artificial Reef Program beginning upon execution and terminating one year from the date of execution. The Agreement will be automatically extended for an additional one year unless either party gives written notice of termination at least sixty days prior to the expiration of the current term; and

B) authorize the County Administrator, or designee, to sign all future time extensions, task assignments, certifications and other forms associated with this Agreement, and any necessary minor amendments that do not significantly change the scope of work, terms, or conditions of this Agreement.

Summary: The Agreement provides for access and use of Martin County's 96th Street Staging Area for materials associated with the County's Artificial Reef Program. The parcel located along the St. Lucie Canal south of SW 96th Street in Martin County will be utilized by County contractors for short term storage, fabrication, deployment and loading of artificial reef materials for offshore deployment. The Agreement contains indemnification and termination provisions that differ from those adopted for use by the County under PPM CW-F-049. In accordance with PPM CW-F-049, the Risk Management Department and the County Attorney's Office have reviewed the terms and agreed to the deviations, taking in to consideration the County's need to utilize this site for the success of the County's Artificial Reef Program. **There is no cost to the County.** Countywide (SS)

Background and Justification: Martin County and the County wish to enter into a use agreement to use the site as a temporary staging and fabrication area for artificial reef material and to load the County contractor's barge with artificial reef material for offshore deployment. The County does not have consistent access to a property within Palm Beach County for artificial reef projects. Martin County has allowed County contractors to utilize the staging area the past two years, but now requests a use agreement be entered into with the contracting entity for oversight.

Attachment:
1. Artificial Reef Deployment Area Use Agreement

Recommended by:	Deborah Drum **Department Director**	4-8-21 **Date**	SAS 4/8/21
Approved by:	Pae **Assistant County Administrator**	4/21/21 **Date**	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	-0-	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X

Does this item include the use of federal funds? Yes _____ No X

Budget Account No.:

Fund ____ **Department** ____ **Unit** _____ **Object** _____ **Program** ____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
No fiscal impacts.

C. Department Fiscal Review:

S Nelson

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Dev. and Control Comments:

~~ACSDeH~~ 4/15/21
OFMB 4.14.21 Jackson 4/15/21

4/19/21
Contract Development & Control
4-19-21 TC

B. Legal Sufficiency:

for S. Stone 4/21/2021
Assistant County Attorney

C. Other Department Review:

_____
Department Director

ATTACHMENT 1

ARTIFICIAL REEF DEPLOYMENT AREA USE AGREEMENT

This Agreement is entered into on the ____ day of _____, 2021, by and between Martin County, a political subdivision of the State of Florida, hereinafter referred to as "Owner", and Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, the County has requested to use Owner's property for the purpose of deposit, short term storage, fabrication and deployment of artificial reef materials in connection with its artificial reef program; and

WHEREAS, the County does not have consistent access to a property within Palm Beach County where it can deposit, store, fabricate and load artificial reef material onto a contractor's barge; and

WHEREAS, the Owner is willing to allow such use of its property under the following terms and conditions:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Request for Deployment Area Use

The County may request and Owner may permit, in Owner's sole and complete discretion, the County and its Contractors to use the property more particularly described in Exhibit "A" which is attached hereto and incorporated herein, hereinafter referred to as the "Premises", for the purpose of depositing, storing, fabricating and deploying artificial reef materials pursuant to the following procedure:

- County may submit to Owner one written deployment request per calendar year which sets forth the following:

A. The date(s) of deployment for the entire year including the date(s) the materials will be placed on the premises and the date(s) the materials will be removed from the property and deployed to the County's artificial reef.

B. The total tonnage of the materials to be deployed.

C. The source and detailed description of the composition of the materials to be deployed.

D. The number of deployments from the premises to County's artificial reef.

E. The name and licensing documentation for the Contractor(s) County will use to transport, stage and deploy the materials.

F. Provide to the Owner a certificate of insurance from the County's Contractor providing for a commercial general liability insurance policy with broad form extended liability endorsement with policy limits of at least $5,000,000 to include, but not be limited to, personal injury, bodily injury, advertising injury, property damage, products and completed operations liability and contractual liability. The certificate of insurance shall specifically provide that Martin County, its officers, officials, agents, employees and representatives are named as additional insured. The policies must be specifically endorsed to grant Owner thirty (30) days advance notice of any material change or cancellation of coverage insurance. Coverage shall be written on an occurrence form basis and respond as Primary. A per project aggregate limit shall apply or a separate Event Liability policy shall be procured to ensure the dedicated limits are provided for the User. Failure of the County to provide the certificates of insurance at least thirty (30) days prior to the date of the event or receipt by the Owner of a notice of cancellation of the insurance policies shall constitute a material breach of this Use Agreement and this Use Agreement may be terminated immediately. Proof of workers compensation shall be provided in accordance with Florida law.

2. Owner shall review the County's written request as set forth above and shall notify County in writing within sixty (60) days of submission (of all information required for such request) of Owner's approval with conditions or denial of the request.

3. County Responsibilities upon Approval. Following Owner's approval of County's written request, the County shall:

A. Ensure all materials are inspected and approved by Owner's representatives prior to the delivery to the premises to determine appropriateness for deployment as an artificial reef. Owner may in its sole and complete discretion refuse to permit placement of unsuitable materials on the premises.

B. County agrees and acknowledges that Owner's premises will be locked and secured after each delivery.

C. County shall only use the Contractor(s) pre-approved by Owner.

D. County shall remove all unused materials from the premises within forty-five (45) days of final deployment; Owner's property shall be restored at County's sole cost and expense to the same or better condition existing prior to County's activities on Owner's property.

E. County agrees that Owner shall not be liable for any loss, injury, death or damage to persons or property (including but not limited to vehicles, boats, barges or equipment of any kind) which at any time may be suffered or sustained by County, its contractors, employees or any person whatsoever who may be using or occupying or visiting the Premises.

County agrees to be fully responsible and to defend and indemnify Owner, to the extent provided by Section 768.28, Fla. Stat., for the negligent acts or omissions of County, its employees and agents and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of the County's or Owner's sovereign immunity or the provisions

of Section 768.28. Nothing herein shall be construed as consent by the Owner to be sued by third parties in any manner arising out of this Agreement.

In the event of final judgment being obtained against the Owner, either independently or jointly with County, then County will pay such judgment immediately, with all interest and costs thereon, and shall hold the Owner harmless.

F. Promptly advise the Owner of any damage to the Premises, directly or indirectly resulting from its use pursuant to this Agreement.

G. County accepts the site in "as is" condition without any representation or warranty by Owner as the sufficiency, suitability or fitness of the Premises for the uses permitted herein and are undertaken at County's sole risk.

H. County agrees that County's utilization of the property for any use other than the uses specified herein during the specified use period(s) (set forth in County's request) shall constitute a material breach of this Agreement. Owner shall have the absolute right to terminate this Agreement upon twenty-four (24) hours notice to County of such default.

4. Term. The term of this Agreement is for a period of one (1) year. This Agreement shall be automatically renewed for an additional term of 1 year unless either party gives written notice of termination at least sixty (60) days prior to the expiration of the current term.

5. Amendments. This Agreement may be amended by only written agreement of the parties. A party requesting amendment of the Agreement must propose such amendment in writing to the other party at least ninety (90) days prior to the proposed effective date of the amendment.

6. Attorney's Fees. The parties expressly agree that each party will bear its own attorney's fees and court costs incurred in connection with this Agreement.

7. Waive Jury Trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

8. Venue. This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.

9. Entire Agreement. This Agreement constitutes the complete, full and wholly independent agreement among the parties to this Agreement with regard to the matter contained herein. This Agreement also supersedes all prior representation, statements, and undertakings among the parties to this Agreement with respect to the matter and things addressed herein, either written or oral. This Agreement may not be assigned by County.

10. The Owner reserves the right to cancel the User Agreement at any time because of any circumstance that in the Owner's sole and complete discretion, determines to necessitate the cancellation. The Owner's shall have the right to terminate this Agreement at any time in the event of a local, state, or federal declaration of emergency.

11. **NOTICES.** All notices or other communications hereunder shall be sufficiently given and shall be deemed given on the date such notice is delivered by electronic mail, courier, or facsimile transmission, or three days after the date mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

Martin County: Martin County Coastal Engineer
2401 S.E. Monterey Road
Stuart, Florida 34996
Phone: (772) 221-2360
Facsimile: (772) 288-5548

Palm Beach County: Palm Beach County
Director, Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, Florida 33411-2743

Copy to:
County Attorney's Office
301 N. Olive Avenue, 6th Floor
West Palm Beach, Florida 33401

IN WITNESS WHEREOF, the parties hereto have executed this Artificial Reef Deployment Area Use Agreement as of the day and year first above written.

ATTEST:

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Sarah W. Woods, County Attorney

ATTEST:
JOSEPH ABRUZZO, CLERK OF THE
CIRCUIT COURT & COMPTROLLER

By: _____
Deputy Clerk

COUNTY:
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____

Name: Dave Kerner
Its: Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Scott A. Stone, Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Deborah Drum, Director
Department of Environmental
Resources Management



Martin County Coastal Engineering

Project Name:
Created By: Jessica Garland
Plot Date: 12/2/2020

96th Street Staging Area Exhibit A

- Stage Area Boundary
- Bridge Fender
- Fence Line
- Edge of Road
- Base of Embankment
- Vegetation Line
- Rocks
- Water edge
- Reference Monuments

- Staging Area

N

0 0.0175 0.035 0.07

Miles Miles

Disclaimer
"This Geographic Information System Map Product, received from Martin County ("COUNTY") in fulfillment of a public records request is provided "as is" without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient."

R2021 0694

ARTIFICIAL REEF DEPLOYMENT AREA USE AGREEMENT

This Agreement is entered into on the ____ day of _____, 2021, by and between Martin County, a political subdivision of the State of Florida, hereinafter referred to as "Owner", and Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, the County has requested to use Owner's property for the purpose of deposit, short term storage, fabrication and deployment of artificial reef materials in connection with its artificial reef program; and

WHEREAS, the County does not have consistent access to a property within Palm Beach County where it can deposit, store, fabricate and load artificial reef material onto a contractor's barge; and

WHEREAS, the Owner is willing to allow such use of its property under the following terms and conditions:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Request for Deployment Area Use

The County may request and Owner may permit, in Owner's sole and complete discretion, the County and its Contractors to use the property more particularly described in Exhibit "A" which is attached hereto and incorporated herein, hereinafter referred to as the "Premises", for the purpose of depositing, storing, fabricating and deploying artificial reef materials pursuant to the following procedure:

- County may submit to Owner one written deployment request per calendar year which sets forth the following:

A. The date(s) of deployment for the entire year including the date(s) the materials will be placed on the premises and the date(s) the materials will be removed from the property and deployed to the County's artificial reef.

B. The total tonnage of the materials to be deployed.

C. The source and detailed description of the composition of the materials to be deployed.

D. The number of deployments from the premises to County's artificial reef.

E. The name and licensing documentation for the Contractor(s) County will use to transport, stage and deploy the materials.

F. Provide to the Owner a certificate of insurance from the County's Contractor providing for a commercial general liability insurance policy with broad form extended liability endorsement with policy limits of at least $5,000,000 to include, but not be limited to, personal injury, bodily injury, advertising injury, property damage, products and completed operations liability and contractual liability. The certificate of insurance shall specifically provide that Martin County, its officers, officials, agents, employees and representatives are named as additional insured. The policies must be specifically endorsed to grant Owner thirty (30) days advance notice of any material change or cancellation of coverage insurance. Coverage shall be written on an occurrence form basis and respond as Primary. A per project aggregate limit shall apply or a separate Event Liability policy shall be procured to ensure the dedicated limits are provided for the User. Failure of the County to provide the certificates of insurance at least thirty (30) days prior to the date of the event or receipt by the Owner of a notice of cancellation of the insurance policies shall constitute a material breach of this Use Agreement and this Use Agreement may be terminated immediately. Proof of workers compensation shall be provided in accordance with Florida law.

2. Owner shall review the County's written request as set forth above and shall notify County in writing within sixty (60) days of submission (of all information required for such request) of Owner's approval with conditions or denial of the request.

3. County Responsibilities upon Approval. Following Owner's approval of County's written request, the County shall:

A. Ensure all materials are inspected and approved by Owner's representatives prior to the delivery to the premises to determine appropriateness for deployment as an artificial reef. Owner may in its sole and complete discretion refuse to permit placement of unsuitable materials on the premises.

B. County agrees and acknowledges that Owner's premises will be locked and secured after each delivery.

C. County shall only use the Contractor(s) pre-approved by Owner.

D. County shall remove all unused materials from the premises within forty-five (45) days of final deployment; Owner's property shall be restored at County's sole cost and expense to the same or better condition existing prior to County's activities on Owner's property.

E. County agrees that Owner shall not be liable for any loss, injury, death or damage to persons or property (including but not limited to vehicles, boats, barges or equipment of any kind) which at any time may be suffered or sustained by County, its contractors, employees or any person whatsoever who may be using or occupying or visiting the Premises.

County agrees to be fully responsible and to defend and indemnify Owner, to the extent provided by Section 768.28, Fla. Stat., for the negligent acts or omissions of County, its employees and agents and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of the County's or Owner's sovereign immunity or the provisions

of Section 768.28. Nothing herein shall be construed as consent by the Owner to be sued by third parties in any manner arising out of this Agreement.

In the event of final judgment being obtained against the Owner, either independently or jointly with County, then County will pay such judgment immediately, with all interest and costs thereon, and shall hold the Owner harmless.

F. Promptly advise the Owner of any damage to the Premises, directly or indirectly resulting from its use pursuant to this Agreement.

G. County accepts the site in "as is" condition without any representation or warranty by Owner as the sufficiency, suitability or fitness of the Premises for the uses permitted herein and are undertaken at County's sole risk.

H. County agrees that County's utilization of the property for any use other than the uses specified herein during the specified use period(s) (set forth in County's request) shall constitute a material breach of this Agreement. Owner shall have the absolute right to terminate this Agreement upon twenty-four (24) hours notice to County of such default.

4. Term. The term of this Agreement is for a period of one (1) year. This Agreement shall be automatically renewed for an additional term of 1 year unless either party gives written notice of termination at least sixty (60) days prior to the expiration of the current term.

5. Amendments. This Agreement may be amended by only written agreement of the parties. A party requesting amendment of the Agreement must propose such amendment in writing to the other party at least ninety (90) days prior to the proposed effective date of the amendment.

6. Attorney's Fees. The parties expressly agree that each party will bear its own attorney's fees and court costs incurred in connection with this Agreement.

7. Waive Jury Trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

8. Venue. This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.

9. Entire Agreement. This Agreement constitutes the complete, full and wholly independent agreement among the parties to this Agreement with regard to the matter contained herein. This Agreement also supersedes all prior representation, statements, and undertakings among the parties to this Agreement with respect to the matter and things addressed herein, either written or oral. This Agreement may not be assigned by County.

10. The Owner reserves the right to cancel the User Agreement at any time because of any circumstance that in the Owner's sole and complete discretion, determines to necessitate the cancellation. The Owner's shall have the right to terminate this Agreement at any time in the event of a local, state, or federal declaration of emergency.

11. **NOTICES.** All notices or other communications hereunder shall be sufficiently given and shall be deemed given on the date such notice is delivered by electronic mail, courier, or facsimile transmission, or three days after the date mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

Martin County:
Martin County Coastal Engineer
2401 S.E. Monterey Road
Stuart, Florida 34996
Phone: (772) 221-2360
Facsimile: (772) 288-5548

Palm Beach County:
Palm Beach County
Director, Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, Florida 33411-2743

Copy to:
County Attorney's Office
301 N. Olive Avenue, 6th Floor
West Palm Beach, Florida 33401

IN WITNESS WHEREOF, the parties hereto have executed this Artificial Reef Deployment Area Use Agreement as of the day and year first above written.

ATTEST:

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Sarah W. Woods, County Attorney

ATTEST:
JOSEPH ABRUZZO, CLERK OF THE
CIRCUIT COURT & COMPTROLLER

By: _____
Deputy Clerk

COUNTY:
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

R2021 0694
MAY 18 2021

By: _____

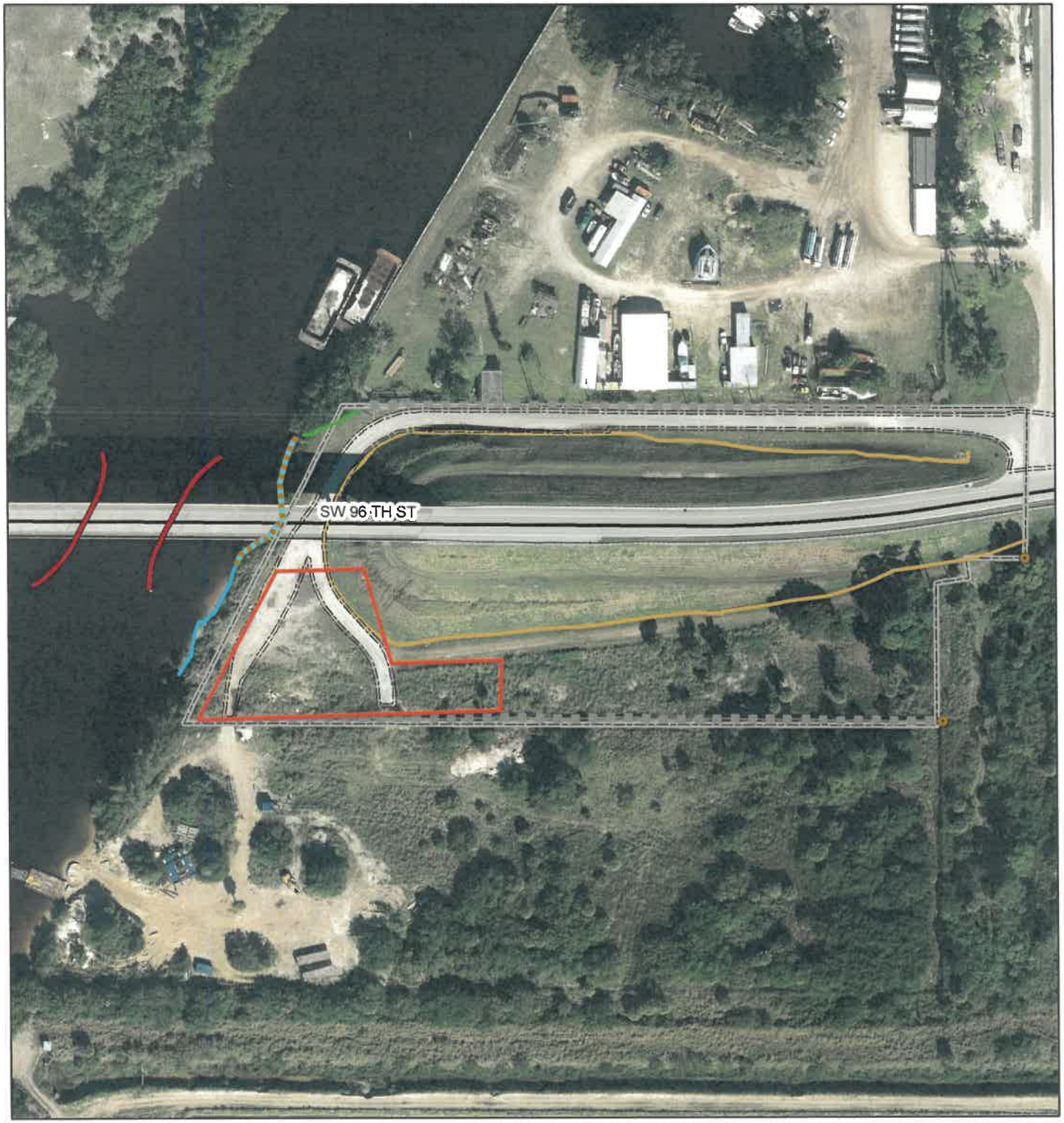
Name: Dave Kerner
Its: Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
for Scott A. Stone, Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Deborah Drum, Director
Department of Environmental
Resources Management



Martin County Coastal Engineering

Project Name:
Created By: Jessica Garland
Plot Date: 12/2/2020

96th Street Staging Area Exhibit A

- Stage Area Boundary
- Bridge Fender
- Fence Line
- Edge of Road
- Base of Embankment
- Vegetation Line
- Rocks
- Water edge
- Reference Monuments

- Staging Area

N

0 0.0175 0.035 0.07

Miles Miles

Disclaimer

"This Geographic Information System Map Product, received from Martin County ("COUNTY") in fulfillment of a public records request is provided "as is" without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient."

Agenda Item Summary

File ID: 21-0908 CNST-10 **Meeting Date:** 7/13/2021

PLACEMENT: Consent

TITLE:

INITIAL ASSESSMENT RESOLUTION FOR THE SE FLAMINGO DRIVE SOUTH MUNICIPAL SERVICE BENEFIT UNIT

EXECUTIVE SUMMARY:

Board action is requested to adopt the Initial Assessment Resolution to allow for the paving of SE Flamingo Drive from SE Duncan Street to SE Sharon Street.

DEPARTMENT: Public Works

PREPARED BY: **Name:** Kim McLaughlin
Title: Public Works Grants Coordinator

REQUESTED BY: SE Flamingo Drive Property Owners

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Public Works Department is in receipt of a majority ballot vote from the property owners on SE Flamingo Drive for Martin County (County) to pave and perpetually maintain 666 feet of SE Flamingo Drive from SE Duncan Street to its south terminus. SE Flamingo Drive is an open public road located in Hobe Sound, Florida that is publicly dedicated but currently privately maintained. There are eight properties in the proposed project area.

The affected property owners in this project area were sent ballots indicating that the estimated cost of the project would be between $12,878 and $16,097.50 per property. The final tally of all the ballots received to date as verified by the Martin County Supervisor of Elections office indicate 6 properties FOR the project, 2 AGAINST and 0 that did not vote.

Based on the final design and assuming a County contribution is made as described below under Issues, the initial prepayment amount is $14,652 per parcel unit (single family dwelling unit equivalent) which is within the estimated range as outlined in the ballots mentioned above. Amortizing the project over a 10-year period at an interest rate of 2.25% will result in an estimated annual payment of $1,811.05 per parcel unit. The annual payment includes a total of 8.75% in fees: 2% Tax Collector fee, 2.75% tax roll preparer and legal consultants, and 4% adjustment for early tax bill payments. This project will be financed through internal borrowing as described below under Fiscal Impact. The annual payment will be included in the tax bill commencing with the bill mailed in

October 2021. The proposed assessment will include eight properties at eight parcel units.

A public hearing has been scheduled for Tuesday, August 10, 2021. The notice for the hearing will be advertised in *The Stuart News* and upon adoption of the Initial Assessment Resolution today, individual notices of the public hearing will be mailed to each property owner proposed to be assessed at the mailing address indicated on the tax roll.

Chris Traber, the County's Special Assessment Counsel, has prepared the resolution, reviewed the agenda item summary and confirmed that the form of each is proper.

ISSUES:

The petition, as filed, has limited vehicular turnaround area for emergency and/or solid waste vehicles. Similarly, SE Sharon Street, which terminates just east of SE Flamingo Drive, has no vehicular turnaround area for emergency and/or solid waste vehicles. Therefore, in order to provide for a safer and more accessible neighborhood, staff recommends the project area include the extension of SE Sharon Street (an unopened right-of-way) approximately 226 feet west to SE Flamingo Drive.

Should the Board decide to include the extension of SE Sharon Street to SE Flamingo Drive, staff recommends that portion of SE Sharon Street be included in the County's Roadway Inventory as an Open Road

Since staff's recommendation to include a portion of S.E. Sharon Street results in a safer and more accessible neighborhood, which is in the interest of the health, safety, and welfare of the County, the Board may consider funding 25% of the total project cost, or $29,405.75, and assessing the eight property owners the remaining balance of $117,217.25. The rough cost estimate for the project including the extension of SE Sharon Street is attached.

If authorized, the following road characteristics will be added into the County's Road Inventory upon completion of construction and acceptance by the County Engineer:

Length:	226 feet
Limits:	east of SE Flamingo Drive
Ownership:	Martin County
Maintaining Entity:	Martin County
Functional Classification:	Local Residential
Right-of-way width:	40 feet
Pavement width / type:	20 feet of asphalt

Sidewalk width / side: none (there are no sidewalks in the vicinity)

Method of stormwater treatment: roadside swales

Posted speed limit: 25 MPH

LEGAL SUFFICIENCY REVIEW:

Chris Traber, the County's Special Assessment Counsel, has prepared the resolution, reviewed the agenda item summary and confirmed that the form of each is proper.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the Initial Assessment Resolution to create the SE Flamingo Drive South Municipal Service Benefit Unit.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda and not adopt the Initial Assessment Resolution and cancel the project.

FISCAL IMPACT:

RECOMMENDATION

The total project cost will be internally financed from Countywide Road Maintenance MSTU (Fund 1150). The MSBU portion noted below will be repaid by the property owners of the proposed MSBU- at an annual interest rate of 2.25% for 10 years unless otherwise prepaid by a property owner at any time. The Office of Management and Budget requests a Budget Transfer from Road MSTU Reserves in the amount of $147,000 in order to commence this project upon approval.

Funding Source	**County Funds**	**Non-County Funds**
MSBU		117,217.25
Road MSTU	29,405.75	
Subtotal	29,405.75	117,217.25
Project Total	$146,623.00	

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☒ Resolution

☐ Other:

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MARTIN COUNTY, FLORIDA

S.E. FLAMINGO DRIVE SOUTH MUNICIPAL SERVICE BENEFIT UNIT INITIAL ASSESSMENT RESOLUTION

ADOPTED JULY 13, 2021

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RESOLUTION NO. 21-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF ROAD IMPROVEMENTS WITHIN THE PROPOSED S.E. FLAMINGO DRIVE SOUTH MUNICIPAL SERVICE BENEFIT UNIT; ESTABLISHING THE TERMS AND CONDITIONS OF PROPOSED SPECIAL ASSESSMENTS TO FUND CONSTRUCTION OF THE ROAD IMPROVEMENTS; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED ASSESSMENTS AND THE METHOD OF THEIR COLLECTION; DIRECTING THE PROVISION OF NOTICE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, AS FOLLOWS:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Adjusted Prepayment Amount" means the amount required to prepay the Assessment for each Tax Parcel located in the MSBU, as computed pursuant to Section 3.04(B) hereof and revised annually pursuant to Section 3.05(E) hereof.

"Annual Debt Service Component" means the amount computed for each Tax Parcel pursuant to Section 3.05(A) hereof.

"Assessment" means an annual special assessment imposed against property located within the MSBU to fund the Capital Cost of Road Improvements to serve the MSBU, and related expenses, computed in the manner described in Section 3.05 hereof.

"Assessment Roll" means a non-ad valorem assessment roll relating to the Capital Cost of the Road Improvements to serve the MSBU and related expenses.

"Board" means the Board of County Commissioners of Martin County, Florida.

"Capital Cost" means all or any portion of the expenses that are properly attributable to the acquisition, design, construction and installation (including demolition, environmental mitigation and relocation) of the Road Improvements and imposition of the Assessments under generally accepted accounting principles; and including

reimbursement to the County for any funds advanced for Capital Cost and interest on any interfund or intrafund loan for such purposes.

"Collection Cost" means the estimated cost to be incurred by the County during any Fiscal Year in connection with the collection of Assessments.

"Collection Cost Component" means the amount computed for each Tax Parcel pursuant to Section 3.05(B) hereof.

"County" means Martin County, a political subdivision of the State of Florida.

"County Administrator" means the chief executive officer of the County, or such person's designee.

"County Interest Rate" means the rate of interest set forth in Section 1.03(J) hereof.

"Dwelling Unit" means a building, or a portion thereof, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only.

"Excluded Parcels" means those parcels which (A) are used for road right-of-way, utility easements, open space, retention or drainage purposes, (B) do not otherwise benefit from construction of the Road Improvements, and (C) are either (1) owned by the County or State, or (2) privately owned and restricted by agreement to one of the uses described in (A) above.

"Final Assessment Resolution" means the resolution described in Section 3.06 of the Ordinance that imposes Assessments within the MSBU.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the County.

"Government Property" means property owned by the United States of America or any agency thereof, the State of Florida or any agency thereof, a county, a special district or a municipal corporation.

"Initial Prepayment Amount" means the amount computed for each Tax Parcel pursuant to Section 3.04(A) hereof to prepay the Assessment in full.

"ITE Schedule" means The Institute of Transportation Engineers' Trip Generation Handbook, 7th Edition.

"Local Improvement" means a capital improvement constructed or installed by the County for the special benefit of a neighborhood or other local area, for which special assessments are imposed pursuant to the Ordinance.

"MSBU" means the proposed S.E. Flamingo Drive South Municipal Service Benefit Unit described in Section 3.01 hereof.

"Ordinance" means Ordinance No. 96-493, as amended.

"Parcel of Record" means an unplatted parcel of record or a subdivided Platted Lot in existence on the effective date of this Resolution, on which a Dwelling Unit has been or can be constructed or sited in accordance with applicable laws and regulations.

"Parcel Unit" means a Platted Lot or a Parcel of Record on which the County's regulations will permit construction or siting of a Single-Family Dwelling Unit and is the standard unit to be used in calculating the Assessments.

"Platted Lot" means a platted building lot within the MSBU, after giving effect to any unity of title as of the effective date of the Final Assessment Resolution.

"Property Appraiser" means the Martin County Property Appraiser.

"Road Improvements" means the following road and ancillary improvements to be constructed by the County on the roads identified in Section 3.01 hereof: select clearing and grubbing, excavating, stabilization, pervious asphalt concrete wearing surface, grading, sod replacement, construction layout, maintenance of traffic and related improvements.

"Single-Family Dwelling Unit" means a Dwelling Unit located on a single Platted Lot or Parcel of Record.

"State" means the State of Florida.

"Statutory Discount Amount" means the amount computed for each Tax Parcel pursuant to Section 3.05(C) hereof.

"Tax Parcel" means a parcel of property to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.03. LEGISLATIVE FINDINGS. It is hereby ascertained, determined and declared that:

(A) Article VIII, Section 1 of the Florida Constitution, and Sections 125.01 and 125.66, Florida Statutes, grant to a board of county commissioners all powers of local self-government to perform county functions and to render services for county purposes

in a manner not inconsistent with general law, or with special law approved by vote of the electors, and such power may be exercised by the enactment of county ordinances.

(B) The Board of County Commissioners of Martin County, Florida, has enacted the Ordinance to provide for the creation of municipal service benefit units and authorize the imposition of Assessments to fund the construction of Local Improvements to serve the property located therein.

(C) The Road Improvements constitute a Local Improvement, as defined in the Ordinance.

(D) In response to a petition from residents within the proposed MSBU, the Board desires to create the MSBU to fund construction of the Road Improvements.

(E) The construction of such Road Improvements will improve access to all real property located within the MSBU, thereby providing a special benefit to such real property.

(F) Since at least one Single-Family Dwelling Unit can be constructed or sited on each Parcel Unit and since each Single-Family Dwelling Unit typically generates a relatively equal number of vehicle trips based on the ITE Schedule, the use of Parcel Units is a fair and equitable method of allocating the Capital Cost among Tax Parcels located within the MSBU.

(G) Due to their current or planned use by the County, the Excluded Parcels will not derive a special benefit from construction of the Road Improvements and are therefore not included in the MSBU.

(H) A certain Tax Parcel located at the corner of S.E. Duncan Street and S.E. Flamingo Drive (P.I.D. 263942003002001301000) abuts the Road Improvements but has a circular drive for ingress and egress on S.E. Duncan Street and alternate access on S.E. Flamingo Drive. The property owner has removed the driveway abutting S.E. Flamingo Drive and therefore will not ingress and egress over the Road Improvements. Accordingly, this parcel will not derive a special benefit from construction of the Road Improvements and is not included in the MSBU.

(I) Two Tax Parcels located near the intersection of S.E. Sharon Street and S.E. Flamingo Drive (P.I.D.s 263942003001007708 and 263942003001007806) will abut the Road Improvements and derive a special benefit from their construction. Accordingly, these parcels are included in the MSBU.

(J) In order to reduce the financial impact the Assessment will have on the real property owners in the proposed MSBU, the County has decided to provide a 10-year internal loan to the real property owners to allow financing of the Capital Cost. Based on current market conditions, the County has decided that the maximum interest rate that will be charged is two and one-quarter percent (2.25%) per year.

(K) In order to further reduce the financial impact the Assessment will have on the real property owners in the proposed MSBU, intends to contribute moneys towards the Capital Cost estimated in Section 2.01 hereof.

(L) The Board hereby finds and determines that the Assessments to be imposed in accordance with this Resolution provide an equitable method of funding the construction of the Road Improvements by fairly and reasonably allocating the cost to specially benefitted property based upon the relative number of vehicle trips attributable to each parcel or classification of property in the manner hereinafter described.

ARTICLE II
NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED CAPITAL COST. The estimated Capital Cost for the Road Improvements is approximately $146,623.00, of which the County intends to contribute an estimated $29,405.75 to reduce the overall cost of the Assessment to each property owner in the MSBU. The remaining Capital Cost of the Road Improvements will be funded through the imposition of Assessments against property located in the MSBU in the manner set forth in Article III hereof.

SECTION 2.02. ASSESSMENT ROLL. The County Administrator is hereby directed to prepare a final estimate of the Capital Cost of the Road Improvements and to prepare the preliminary Assessment Roll in the manner provided in the Ordinance. The County Administrator shall apportion the Capital Cost among the parcels of real property within the MSBU as reflected on the Tax Roll in conformity with Article III hereof. The estimate of Capital Cost and the Assessment Roll shall be maintained on file in the offices of the County Public Works Department (as designated by the County Administrator) and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Assessment for each Tax Parcel can be determined by use of a computer terminal available to the public.

SECTION 2.03. PUBLIC HEARING. A public hearing will be conducted by the Board on August 10, 2021, at 9:00 A.M., or as soon thereafter as the matter can be

heard, in the County Commission Chambers of the Martin County Administration Building at 2401 S.E. Monterey Road, Stuart, Florida, to consider (A) creation of the MSBU, (B) imposition of the Assessments, and (C) collection of the Assessments pursuant to the Uniform Assessment Collection Act.

SECTION 2.04. NOTICE BY PUBLICATION. Upon completion of the materials required by Section 2.02 hereof, the County Administrator shall publish a notice of the public hearing authorized by Section 2.03 hereof in the manner and the time provided in Section 3.04 of the Ordinance. Such notice shall be in substantially the form attached hereto as Appendix A.

SECTION 2.05. NOTICE BY MAIL. Upon completion of the materials required by Section 2.02 hereof, the County Administrator shall, at the time and in the manner specified in Section 3.05 of the Ordinance, provide first class mailed notice of the public hearing authorized by Section 2.03 hereof to each property owner proposed to be assessed at the address indicated on the Tax Roll. Such notice shall be in substantially the form attached hereto as Appendix B.

ARTICLE III
ASSESSMENTS

SECTION 3.01. DESCRIPTION OF PROPOSED MSBU. The proposed S.E. Flamingo Drive South Municipal Service Benefit Unit shall include certain properties located adjacent to S.E. Flamingo Drive south of S.E. Duncan Street as more particularly described in Appendix C attached hereto and incorporated herein. The MSBU is proposed for the purpose of improving the use and enjoyment of property located therein by funding the construction of Road Improvements to improve access to property located therein.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Assessments shall be imposed against property located within the MSBU for a period of ten (10) years. The first annual Assessment will be included on the ad valorem tax bill mailed in October or November 2021. When imposed, the Assessment for each Fiscal Year shall constitute a lien upon the Tax Parcels located in the MSBU, pursuant to the Ordinance.

SECTION 3.03. ASSIGNMENT OF PARCEL UNITS. The number of Parcel Units attributable to each Tax Parcel within the MSBU shall be equal to the number of Parcel Units contained within such Tax Parcel, as indicated in Appendix C attached hereto.

SECTION 3.04. PREPAYMENT AMOUNTS.

(A) Upon adoption of the Final Assessment Resolution, an Initial Prepayment Amount for each Tax Parcel located within the MSBU shall be calculated by (1) dividing the number of Parcel Units attributable to such Tax Parcel by the total number of Parcel Units attributable to Tax Parcels within the MSBU, and (2) multiplying the result by the estimated Capital Cost of the Road Improvements.

B) Following the initial prepayment period described in Section 3.06 hereof, the Adjusted Prepayment Amount shall initially be set equal to the Initial Prepayment Amount for each Tax Parcel, other than those Tax Parcels as to which the Assessment has been prepaid. Thereafter, the Adjusted Prepayment Amount for each Tax Parcel shall be revised annually pursuant to Section 3.05(E) hereof.

SECTION 3.05. COMPUTATION OF ASSESSMENTS. The annual Assessment shall be computed for each Tax Parcel in the manner set forth in this Section 3.05.

(A) ANNUAL DEBT SERVICE COMPONENT. The "Annual Debt Service Component" shall be calculated for each Fiscal Year in which the Initial Prepayment Amount (or Adjusted Prepayment Amount, if applicable) of the Tax Parcel is outstanding as the annual installment of principal and interest due based on a debt service schedule prepared with the Initial Prepayment Amount for such Tax Parcel as the beginning

balance and utilizing the County Interest Rate such that the principal and interest are payable in equal installments over a ten (10) year period.

(B) COLLECTION COST COMPONENT. The "Collection Cost Component" shall be computed each Fiscal Year for each Tax Parcel by (1) dividing (a) the Adjusted Prepayment Amount for such Tax Parcel by (b) the sum of the aggregate Adjusted Prepayment Amount remaining in the MSBU, and (2) multiplying the result by the Collection Cost.

(C) STATUTORY DISCOUNT AMOUNT. The "Statutory Discount Amount" shall be computed for each Tax Parcel as the amount allowed by law as the maximum discount for early payment of ad valorem taxes and non ad valorem assessments, such amount to be calculated by deducting (1) the sum of (a) the Annual Debt Service Component and (b) the Collection Cost Component, from (2) the amount computed by dividing (a) the sum of (i) the Annual Debt Service Component and (ii) the Collection Cost Component, by (b) 0.96.

(D) ASSESSMENT. The annual Assessment for each Tax Parcel shall be computed as the sum of (1) the Annual Debt Service Component, (2) the Collection Cost Component and (3) the Statutory Discount Amount.

(E) REVISION OF ADJUSTED PREPAYMENT AMOUNT. Upon certification of the Assessment Roll each Fiscal Year, the revised Adjusted Prepayment Amount for each Tax Parcel shall be computed by deducting (1) the principal component

of the Annual Debt Service Component determined in Section 3.05(A) above and included on the Assessment Roll for the Tax Parcel, from (2) the Adjusted Prepayment Amount, as initially set pursuant to Section 3.04(B) hereof and thereafter revised pursuant to this Section 3.05(E) (or for the initial Assessment Roll, the Initial Prepayment Amount), utilized to compute the annual Assessment included on the Assessment Roll for such Tax Parcel.

SECTION 3.06. INITIAL PREPAYMENT OPTION.

(A) Following adoption of the Final Assessment Resolution, the County Administrator shall provide first class mailed notice to the owner of each Tax Parcel subject to the Assessment of the owner's option to prepay all future annual Assessments. On or prior to the date specified in such notice (which shall not be earlier than the thirtieth calendar day following the date on which the notice is delivered to the possession of the U.S. Postal Service), the owner of each Tax Parcel subject to the Assessment shall be entitled to prepay all future annual Assessments, upon payment of the Initial Prepayment Amount computed pursuant to Section 3.04 hereof.

(B) The amount of all prepayments made pursuant to this Section 3.06 shall be final. The County shall not be required to refund any portion of a prepayment if (1) the actual Capital Cost of the Road Improvements is less than the estimated Capital Cost upon which the Initial Prepayment Amount was computed, or (2) annual Assessments

will not be imposed for the full number of years anticipated at the time of such prepayment.

SECTION 3.07. ADDITIONAL PREPAYMENT OPTION.

(A) Following the date specified in the notice provided pursuant to Section 3.06(A) hereof, or such later date as the Board may allow in its sole discretion, the owner of each Tax Parcel subject to the Assessments shall be entitled to prepay all future unpaid annual Assessments upon payment of an amount equal to the sum of (1) the Adjusted Prepayment Amount for such Tax Parcel, and (2) interest on the Adjusted Prepayment Amount, from the most recent ad valorem tax bill, computed at the County Interest Rate.

(B) During any period commencing on the date the annual Assessment Roll is certified for collection pursuant to the Uniform Assessment Collection Act and ending on the next date on which unpaid ad valorem taxes become delinquent, the County may reduce the amount required to prepay the future unpaid annual Assessments for the Tax Parcel by the amount of the Assessment that has been certified for collection with respect to such Tax Parcel.

(C) The amount of all prepayments made pursuant to this Section 3.07 shall be final. The County shall not be required to refund any portion of a prepayment if (1) the Capital Cost of the Road Improvements is less than the amount upon which such Adjusted Prepayment Amount was computed, or (2) annual Assessments will not be imposed for the full number of years anticipated at the time of such prepayment.

SECTION 3.08. MANDATORY PREPAYMENT.

(A) The owner of a Tax Parcel subject to the Assessment shall immediately prepay all future unpaid annual Assessments for such Tax Parcel if (1) the Tax Parcel is to be acquired or otherwise transferred to an entity for which Assessments cannot be collected pursuant to the Uniform Assessment Collection Act through condemnation, negotiated sale or otherwise, (2) the Tax Parcel is subject to annexation by a governmental unit, or (3) a tax certificate has been issued and remains outstanding in respect of the Tax Parcel and the County, at its sole option, elects to accelerate the Assessment. In the case of (1) or (2) above, the owner of the Tax Parcel prior to condemnation, sale or other transfer must notify the County at least 30 days prior to the proposed acquisition or transfer date in order to allow the County sufficient time to determine the final amount due. Failure to provide such notice shall cause an automatic acceleration of such Assessment the effective date of which is 10 days prior to the proposed acquisition or transfer date.

(B) The amount required to prepay the future unpaid annual Assessments will be equal to the sum of (1) the Adjusted Prepayment Amount for such Tax Parcel, and (2) interest on the Adjusted Prepayment Amount, from the most recent ad valorem tax bill, computed at the County Interest Rate.

(C) During any period commencing on the date the annual Assessment Roll is certified for collection pursuant to the Uniform Assessment Collection Act and ending on

the next date on which unpaid ad valorem taxes become delinquent, the County may reduce the amount required to prepay the future unpaid annual Assessments for the Tax Parcel by the amount of the Assessment that has been certified for collection with respect to such Tax Parcel.

(D) The amount of all prepayments made pursuant to this Section 3.08 shall be final. The County shall not be required to refund any portion of a prepayment if (1) the Capital Cost of the Road Improvements is less than the amount upon which such Adjusted Prepayment Amount was computed, or (2) annual Assessments will not be imposed for the full number of years anticipated at the time of such prepayment.

(E) Collection by the County of mandatory prepayments pursuant to this Section 3.08 is supplemental and in addition to any other legally available remedy the County may seek for repayment of the Assessments.

SECTION 3.09. REALLOCATION UPON FUTURE SUBDIVISION. If a Tax Parcel includes more than one Platted Lot or Parcel of Record, the Assessment imposed against such Tax Parcel may be reallocated among the Platted Lots or Parcels of Record upon (1) application of the owner and (2) assignment of a distinct ad valorem property tax identification number to each Platted Lot or Parcel of Record or any combination of Platted Lots or Parcels of Record by the Property Appraiser.

ARTICLE IV
GENERAL PROVISIONS

SECTION 4.01. METHOD OF COLLECTION. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act; provided however, that any Assessment against Government Property shall be collected pursuant to Section 4.04 of the Ordinance.

SECTION 4.02. SEVERABILITY. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

[remainder of page intentionally left blank]

SECTION 4.03. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 13th day of July, 2021.

BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA

(SEAL)

By: _____
Stacey Hetherington, Chair

ATTEST:

By: _____
Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Sarah W. Woods, County Attorney

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published on before July 21, 2021

[MAP OF MSBU]

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS

Notice is hereby given that the Board of County Commissioners of Martin County, Florida, will conduct a public hearing to consider creation of the S.E. Flamingo Drive South Municipal Service Benefit Unit, as shown above, and to impose special assessments against certain parcels of property located therein. The hearing will be held at 9:00 A.M., or as soon thereafter as the matter can be heard, on August 10, 2021 in the County Commission Chambers of the Martin County Administration Building at 2401 S.E. Monterey Road, Stuart, Florida for the purpose of receiving public comment on the proposed MSBU and assessments. If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County ADA Coordinator for disability accommodations at (772) 320-3131 or in writing at 2401 SE Monterey Road, Stuart, Florida 34996, no later than August 7, 2021. If you are hearing impaired or voice impaired, please call (772) 288-5940. All affected property owners have a right to appear at the hearing and to file written objections with the Board of County Commissioners prior to the hearing. If a person wishes to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

The Assessments have been proposed to fund construction of road improvements. The assessment for each parcel of property will be based upon the total number of parcel units (approximate number of potential dwelling units permitted to be built on each platted lot or parcel of record). A more specific description is set forth in the Initial Assessment Resolution adopted by the County Commission on July 13, 2021. Copies of the Initial Assessment Resolution, the plans and specifications for the road improvements and the preliminary assessment roll are available for inspection at the offices of the County Public Works Department (as designated by the County Administrator), located at 2401 S.E. Monterey Road, Stuart, Florida.

The assessments will be collected on the ad valorem tax bill, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. The County Commission intends to collect the assessments in ten (10) annual assessments, the first of which will be included on the ad valorem tax bill to be mailed in November 2021. Future annual assessments may be prepaid, in whole, at the option of the property owner.

If you have any questions, please contact the Martin County Public Works Department at (772) 463-2837.

MARTIN COUNTY, FLORIDA

APPENDIX B

FORM OF NOTICE TO BE MAILED

MARTIN COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS
2401 S.E. Monterey Road
Stuart, Florida 34996

_____ __, 2021

[Property Owner Name]
[Street Address]
[City, State and zip]

Re: Parcel Control Number [Insert Number]
S.E. Flamingo Drive South Municipal Service Benefit Unit

Dear Property Owner:

As you should be aware, a municipal service benefit unit is being created to fund the cost of certain road improvements in your area. The cost of the road improvements will be funded by special assessments imposed against your property and others in the area that will benefit from the road improvements.

The special assessment for each parcel of property will be based upon the total number of parcel units (approximate number of potential dwelling units permitted to be built on each platted lot or parcel of record). A more specific description of the assessment program is set forth in the Initial Assessment Resolution adopted by the County Commission on July 13, 2021. Copies of the Initial Assessment Resolution, the plans and specifications for the road improvements and the preliminary assessment roll are available for your review at the offices of the County Public Works Department (as designated by the County Administrator), located at 2401 S.E. Monterey Road, Stuart, Florida. Information regarding the assessment for your specific property, including the number of parcel units, is attached to this letter.

The County intends to internally finance this assessment project. This will permit the cost attributable to your property to be amortized over a period of ten (10) years. However, you may choose to prepay your assessment in full ($_____ per parcel unit) and avoid the additional financing cost. Please do not send payment now. If the assessments are imposed, you will receive a separate notice of the date and place for payment.

The annual assessment will include your share of the principal, interest, collection cost, and the amount Florida law requires the County to discount receipts for its annual budget. The maximum annual assessment is estimated to be $____ per parcel unit. The County intends to include annual assessments on your ad valorem tax bill, the first of which will be included on the ad valorem tax bill to be mailed in November 2021. Failure to pay your assessments will cause a tax certificate to be issued against the property which may result in a loss of title. The County intends to collect an estimated $_____ in assessments, inclusive of all administrative and statutory discounts, over the next ten (10) years for this project.

The Board of County Commissioners will hold a public hearing at 9:00 A.M., or as soon thereafter as the matter can be heard, on August 10, 2021, in the County Commission Chambers of the Martin County Administration Building at 2401 S.E. Monterey Road, Stuart, Florida, for the purpose of receiving comments on the proposed assessments, including collection on the ad valorem tax bill. You are invited to attend and participate in the public hearing or to file written objections with the County Commission prior to or during the hearing. If you decide to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the County ADA Coordinator for disability accommodations at (772) 320-3131 or in writing at 2401 SE Monterey Road, Stuart, Florida 34996, no later than August 7, 2021. If you are hearing impaired or voice impaired, please call (772) 288-5940.

Questions regarding your assessment and the process for collection may be directed to the Martin County Public Works Department at (772) 463-2837.

MARTIN COUNTY, FLORIDA

*** * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * * * ***

S.E. FLAMINGO DRIVE SOUTH
MUNICIPAL SERVICE BENEFIT UNIT

[Property Owner Name]
Parcel Control Number [Insert Number]

Total number of parcel units attributed to property:	[Insert Number]
Initial prepayment amount (excludes financing cost):	[Insert Amount]
Adjusted prepayment amount (includes financing cost):	[Insert Amount]
Number of annual payments:	10
Maximum annual payment:	[Insert Amount]
Expected date of first bill:	November 2021
Total amount of annual payments:	[Insert Amount]
Expected date of last bill:	November 2030

_____

*** * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * * * ***

APPENDIX C

DESCRIPTION OF TAX PARCELS AND PARCEL UNIT ASSIGNMENTS

(as of the effective date of this Resolution)

Parcel Control Number	Parcel Units
26-39-42-003-001-00770-8	1.0
26-39-42-003-001-00780-6	1.0
26-39-42-003-001-00790-4	1.0
26-39-42-003-002-00131-0	1.0
26-39-42-003-002-00140-9	1.0
26-39-42-003-002-00141-8	1.0
26-39-42-003-002-00150-6	1.0
26-39-42-003-002-00151-5	1.0

SE FLAMINGO DRIVE - SE SHARON STREET ASSESSABLE PAVING PROJECT

PUBLIC WORKS DEPARTMENT

ENGINEER'S OPINION OF COST

Item Number	Pay Item Number	Pay Item Description	QTY	Unit	Unit Cost	Amount
1	101-1B	Construction Videos (Pre & Post)	1	LS	$ 1,000.00	$ 1,000.00
2	101-99	Survey / Record Drawings	1	LS	$ 2,500.00	$ 2,500.00
3	104-10-3	Erosion Control - Sediment Barrier - Silt Fence	1,600	LF	$ 1.50	$ 2,400.00
4	110-1-1	Clearing & Grubbing - Strip Grass	0.77	AC	$ 5,000.00	$ 3,850.00
5	120-1	Excavation	500	CY	$ 11.00	$ 5,500.00
6	120-10	Drainage Swales (Grading)	1,300	SY	$ 2.00	$ 2,600.00
7	327-70-6	Saw Cut & Remove Exist. Pavement	1	LS	$ 1,000.00	$ 1,000.00
8	160-4	Stabilized Subgrade - (LBR 40)	2,180	SY	$ 7.00	$ 15,260.00
9	285-6	Optional Base Group 6 - Coquina Base 8" Thick	2,078	SY	$ 20.00	$ 41,560.00
10	337-7-82	Asphalt SP-12.5 (1.5" Thickness)	147	TN	$ 120.00	$ 17,640.00
11	522-1	6" Concrete Driveway	200	SY	$ 50.00	$ 10,000.00
12	700-1	Single Post Signs<12 SF - Stop Signs and Street Name Signs - MC Standard R-140 A,B,C	1	EA	$ 400.00	$ 400.00
13	711-11-125	Thermo Plastic Striping, Solid White 24" Stop Bars	20	LF	$ 2.25	$ 45.00
14	570-1-2	Sod (Performance Turf, Bahia)	1,270	SY	$ 2.50	$ 3,175.00
					BASE BID TOTAL	**$ 106,930.00**

SE Flamingo Drive - SE Sharon Street	
Construction (+10% Contingency)	$ 117,623.00
County Contribution (25%)	$ (29,405.75)
Design Surveying & Engineering	$ 15,000.00
County Admin Fees	$ 14,000.00
Total	**$ 117,217.25**
Number of Units	8
Cost Per Unit	**14,652.16**


Martin County, FL
SE Duncan ST
SE May Ter
SE Coral LN
SE Sharon ST W
SE Flamingo DR
SE Sharon ST E
3-2-12.1
3-2-13
3-2-13.1
3-2-14
3-2-14.1
3-2-15
3-2-15.1
0
330
Feet
Date: 5/10/2021
This Geographic Information System Map Product, received from Martin County ("COUNTY") in fulfillment of a public records request is provided "as is" without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee or make any representations regarding the use, or the results of the use, of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient.
N
Author: Martin County GIS
Copyright: Copyright 2015

Agenda Item Summary

File ID: 21-0909 CNST-11 **Meeting Date:** 7/13/2021

PLACEMENT: Consent

TITLE:

REQUEST ADOPTION OF A RESOLUTION TO AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE CONSTRUCTION AGREEMENTS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION

EXECUTIVE SUMMARY:

The Florida Department of Transportation (FDOT) is requiring local governments execute a Construction Agreement prior to making permanent modifications to an asset or roadway on the State Highway System and within the FDOT's right-of-way. The FDOT is also requiring the local governing body adopt a resolution authorizing staff to execute the Construction Agreement on its behalf. This is a request to adopt such a resolution.

DEPARTMENT: Public Works

PREPARED BY: **Name:** Lisa A. Wichser, P.E., CFM
Title: County Engineer

REQUESTED BY: The Florida Department of Transportation

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Florida Department of Transportation (FDOT) is requiring local governments execute a Construction Agreement prior to making permanent modifications to an asset or roadway on the State Highway System and within the FDOT's right-of-way. The FDOT is also requiring the local governing body adopt a resolution authorizing staff to execute the Construction Agreement on its behalf. This is a request to adopt such a resolution.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

This item has been reviewed for legal sufficiency to determine whether it is consistent with applicable law, has identified and addressed legal risks, and has developed strategies for legal defensibility.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the Resolution authorizing the County Administrator, or her designee, to execute future Construction Agreements, as necessary to make permanent modifications to an asset or roadway on the State Highway System and within the Florida Department of Transportation's right-of-way.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda and direct staff accordingly.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement

☐ Grant / Application ☐ Notice ☐ Ordinance ☒ Resolution

☐ Other:

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BEFORE THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, (COUNTY) RELATING TO THE EXECUTION OF CONSTRUCTION AGREEMENTS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (DEPARTMENT).

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, the COUNTY, from time to time, requests authorization to make permanent modifications to an asset or roadway on the State Highway System and within the DEPARTMENT's right-of-way; and

WHEREAS, the DEPARTMENT requires the COUNTY execute a Construction Agreement prior to authorizing permanent modifications to an asset or roadway on the State Highway System and within the DEPARTMENT's right-of-way; and

WHEREAS, the DEPARTMENT requires a Resolution from the COUMTY, which authorizes the COUNTY's representative to execute a Construction Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT:

The Board of County Commissioners hereby authorizes the County Administrator, or her designee, to execute future Construction Agreements, as necessary to make permanent modifications to an asset or roadway on the State Highway System and within the DEPARTMENT's right-of-way.

ATTEST:

_____
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____
SARAH W. WOODS, COUNTY ATTORNEY

Agenda Item Summary

File ID: 21-0910 CNST-12 **Meeting Date:** 7/13/2021

PLACEMENT: Consent

TITLE:

REQUEST APPROVAL FOR THE ADOPTION OF A RESOLUTION ACCEPTING TWENTY-ONE (21) DRAINAGE EASEMENTS IN PALM CITY FOR THE PALM CITY FARMS DRAINAGE PROJECT

EXECUTIVE SUMMARY:

This is a request for the adoption of a Resolution accepting and approving 21 Drainage Easements in Palm City for the Palm City Farms stormwater drainage project. This project will run from Bessey Creek south along SW 72nd, SW 75th and SW 78th Avenues to Martin Highway in Palm City.

DEPARTMENT: Public Works

PREPARED BY: **Name:** Carla T. Segura, FRP
Title: Real Property Manager

REQUESTED BY: James Gorton, Public Works Director

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

1.	Drainage Easement Prepared By:	Martin County
2.	Parties to the Easements:	Property Owner, Grantor Martin County, Grantee
3.	Purpose of the Easements:	To restore the drainage system, providing improvements and maintenance to the drainage system in Palm City
4.	New/Renewal/Modified:	New

5.	Duration:	Perpetual
6.	Benefits to Martin County:	Addition of new easements into the County stormwater network
7.	Cost to Martin County:	Title work and recording fees not to exceed $5,000

Public Works Department has established the need for improved stormwater drainage in Palm City Farms, the project runs from Bessey Creek south, along SW 72nd, SW 75th, and SW 78th Avenues to Martin Highway. The project consists of obtaining 21 Drainage Easements from the property owners in the area and restoring the drainage system with improvements which will give the County the ability to maintain the drainage system.

The project will consist of re-grading the existing swales and installing culverts where needed at the proper elevation. The project will result in better stormwater flow capacity. The County will need to obtain drainage easements from each parcel owner, which documents will be approved by the County Attorney's office prior to recording.

The Real Property Division will confirm ownership of each of the easement areas and obtain a Consent of Mortgagee where necessary.

Sec. 139.31 and 139.32, General Ordinances, Martin County Code requires that any conveyance of an interest in land to Martin County for any public purpose shall be accepted and approved by Resolution from the Board of County Commissioners of Martin County.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

This item has been reviewed for legal sufficiency to determine if it is consistent with applicable law, has identified and addressed legal risks, and has developed strategies for legal defensibility.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the Resolution accepting and approving the Drainage Easements from the owners the 21 parcels identified in Exhibit "A" , which are located south of Bessey Creek, along SW 72nd, SW 75th, and SW 78th Avenues to Martin Highway in Palm City, for the Palm City Farms Drainage Project and authorize the Chair to execute any and all documents necessary to complete this transaction.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda and direct staff with an alternative recommendation.

FISCAL IMPACT:

RECOMMENDATION

CIP funded project - Palm City Farms Drainage Improvement Project

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement

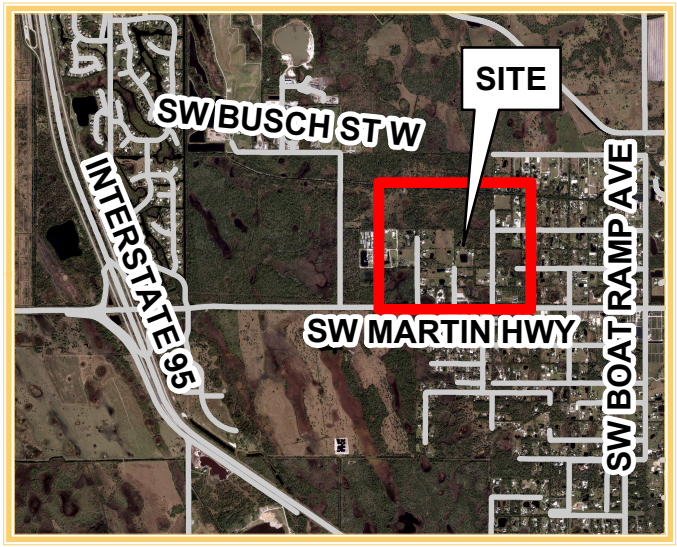
☐ Grant / Application ☐ Notice ☐ Ordinance ☒ Resolution

☐ Other:

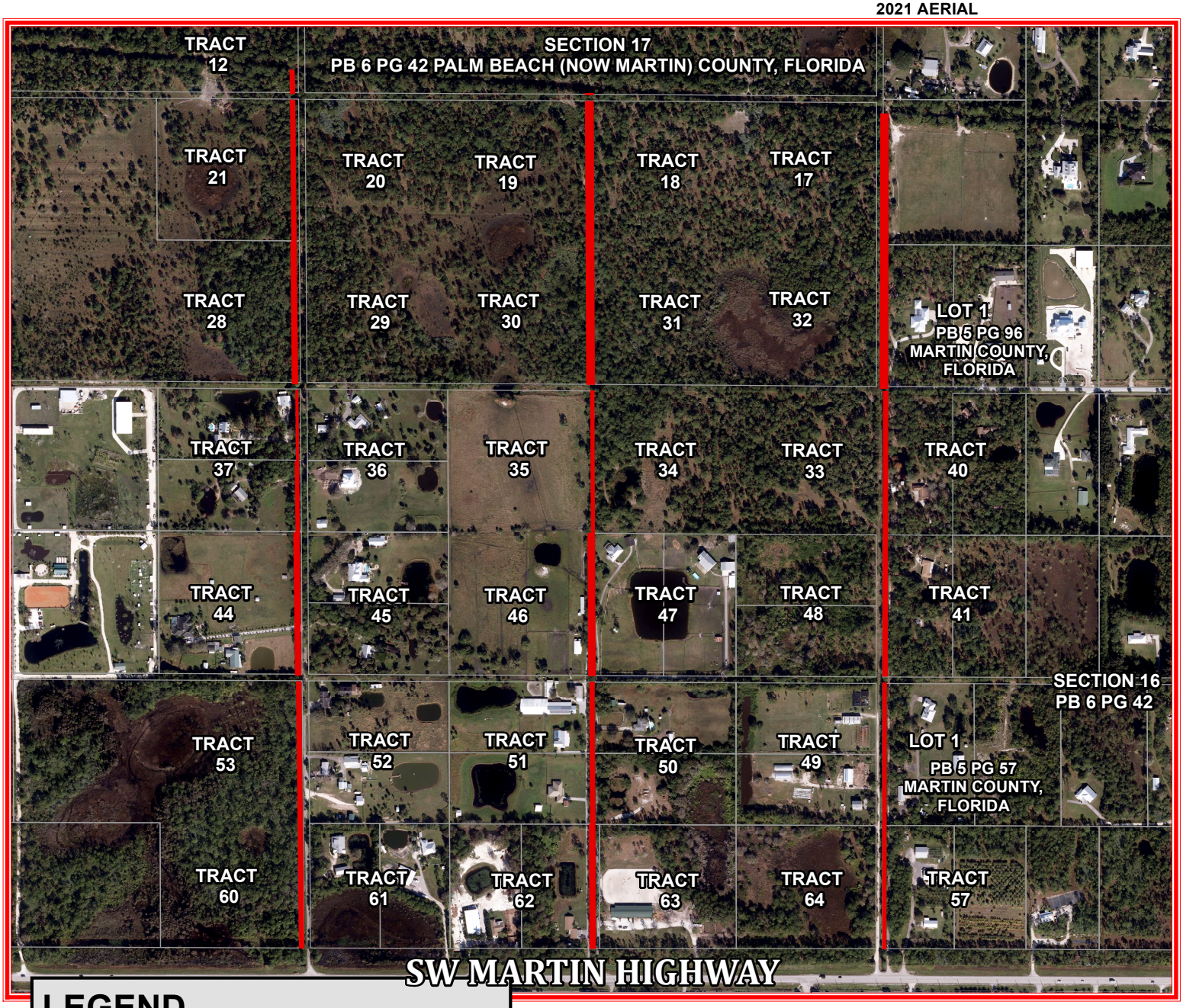
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MARTIN COUNTY
PUBLIC WORKS DEPARTMENT
REAL PROPERTY DIVISION
#3629

LOCATION MAP FOR PALM CITY FARMS PROPOSED DRAINAGE EASEMENTS



NOT TO SCALE
2021 AERIAL



LEGEND

PROPOSED DRAINAGE EASEMENT

HIBIT ONLY

SPACE ABOVE THIS LINE FOR RECORDING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NO. 21-_._

WHEREAS, Martin County requires twenty-one (21) Drainage Easements from certain landowners, south of Bessey Creek along SW 72nd, SW 75th, and SW 78th Avenue's to Martin Highway in Palm City Farms to restore, improve and maintain the drainage system in Palm City; and

WHEREAS, Sec. 139.31 and 139.32, General Ordinances, Martin County Code require that any conveyance of an interest in land to Martin County for any public purpose shall be accepted and approved by resolution by the Board of County Commissioners of Martin County.

NOW, THEREFORE, BE IT RESOLVED BY THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, THAT:

Martin County hereby accepts and approves Drainage Easements from the property owners of twenty-one (21) parcels identified in Exhibit "A", attached hereto and made a part hereof, south of Bessey Creek along SW 72nd, SW 75th and SW 78th Avenue's to Martin Highway, in Palm City for the Palm City Farms Drainage Project.

DULY PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

_____
STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

_____
SARAH W. WOODS, COUNTY ATTORNEY

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EXHIBIT "A"

Palm City Farms Drainage Project

Parcel Control
Numbers

1	17-38-40-000-037-00000-2
2	17-38-40-000-021-00000-6
3	16-38-40-000-041-00010-4
4	16-38-40-000-000-00130-5
5	17-38-40-000-050-00010-3
6	17-38-40-000-051-00010-1
7	17-38-40-000-037-00010-0
8	17-38-40-000-051-00000-3
9	17-38-40-000-053-00000-9
10	17-38-40-000-062-00000-0
11	17-38-40-000-044-00000-8
12	16-38-40-004-000-00010-6
13	16-38-40-002-000-00011-0
14	16-38-40-000-057-00010-0
15	16-38-40-000-040-00010-6
16	17-38-40-000-035-00000-6
17	17-38-40-000-047-00000-1
18	17-38-40-000-063-00000-8
19	17-38-40-000-050-00000-5
20	17-38-40-000-001-00000-8
21	17-38-40-000-033-00000-1

This instrument prepared by:
Carla T. Segura, FRP for:
Martin County, Real Property Division
2401 SE Monterey Road
Stuart, FL 34996

Project: Palm City Farms Drainage – RPM #
Address:
PCN:

SPACE ABOVE THIS LINE FOR RECORDING DATA

DRAINAGE EASEMENT

THIS EASEMENT granted and executed this _____ day of _____, 2021, by _____, whose address is _____, **("Grantor"),** to **MARTIN COUNTY, a political subdivision of the State of Florida,** whose address is 2401 S.E. Monterey Road, Stuart, Florida, 34996, **("Grantee").**

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH that the Grantor, for and in consideration of the sum of $10.00 in hand paid by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant unto the Grantee forever, a perpetual easement under, across and through the land described in Exhibit "A", attached hereto and made a part hereof (the "Easement Premises"), for the construction, installation and use of a sub-surface drainage system, and the repair, maintenance, replacement thereof, and for ingress and egress across, over, and upon the Easement Premises as may be reasonably necessary to carry out the purposes of this easement.

The Grantee agrees that it will not alter or obstruct or allow the alteration or obstruction of the surface of the Easement Premises in any way without the express written consent of the Grantor. Grantee, its contractors, agents and employees shall have free access to the Easement Premises and every part thereof, at all times, for the purpose of exercising the rights granted herein and shall restore any damage caused by such free access to as near the same condition as it was prior to such as soon as is practicable.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple, that Grantor has good and lawful authority to grant and convey this Easement, and that Grantor fully warrants the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

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Grantor further warrants that there are no mortgages encumbering the Easement Premises except for certain mortgage in favor of _____, whose mailing address is _____, dated _____recorded on _____in Official Records Book ____, Page ____, in Martin County, Florida, Public Records, said Mortgagee has executed a "Consent of Mortgagee" which is attached to this Easement.

Grantee shall assume liabilities, damages, claims, suits, judgements, costs, and expenses proximatley resulting from the negligence, acts or omissions of Grantee in connection with its use of this Easement. Provided, however, nothing herein shall be construed as a waiver of Grantee's sovereign immunity afforded by the Florida Constitution or of provisions of Section 768.28 Fla. Stat. nor as a consent to be sued by third parties.

IN WITNESS WHEREOF, Grantor has executed these presents the day and year first above written.

Witnesses:

_____ By: _____
Witness #1 Signature

_____
Witness #1 Print Name

_____
Witness #2 Signature

_____
Witness #2 Print Name

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing Drainage Easement was acknowledged before me this _____ day of _____, 2021, by _____, who is: [ ] personally known to me, or [ ] has produced _____ as identification, and who did not take an oath.

(SEAL)

_____
Notary Signature

_____
Print Name

Agenda Item Summary

File ID: 21-0922 CNST-13 **Meeting Date:** 7/13/2021

PLACEMENT: Consent

TITLE:

REQUEST FOR THE APPROVAL AND ADOPTION OF A RESOLUTION ACCEPTING 10 WARRANTY DEEDS FOR THE PREVIOUSLY APPROVED HOBE HEIGHTS FLOOD ACQUISITION PROJECT IN HOBE SOUND

EXECUTIVE SUMMARY:

This is a request for the approval and adoption of a resolution accepting 10 Warranty Deeds with approval of the FEMA required Exhibit A to the Warranty Deeds, for the previously approved acquisition of the 10 identified flood parcels in Hobe Heights, Hobe Sound.

DEPARTMENT: Public Works

PREPARED BY: **Name:** Carla T. Segura, FRP
Title: Real Property Manager

REQUESTED BY: James Gorton, Public Works Director

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

1.	Agreement/Contract drafted by:	Martin County
2.	Parties to the Agreement/Contract:	Martin County - Grantee TBD-Grantor
3.	Purpose of the Agreement/Contract:	Acquisition of ten (10) flood parcels
4.	New/Renewal/Modification:	New
5.	Duration:	Perpetual
6.	Benefits to Martin County:	Additional space for flood abatement efforts
7.	Cost to Martin County:	25% of Final acquisition cost

On March 23, 2021, the Board approved the acquisition of 10 parcels within Hobe Heights and gave

staff permission to apply for and accept a Federal Emergency Management Agency (FEMA) funded grant via Florida Division of Emergency Management (FDEM) Hazard Mitigation Grant Program (HMGP) for the acquisition of the 10 identified parcels in Hobe Heights.

FEMA requires an Exhibit A attachment to the Warranty Deed that needs to be executed by both parties to the transaction.

Real Property has verified ownership of the parcels and will verify there are no vital encumbrances on the properties prior to acquisition.

Sec. 139.31 and 139.32, General Ordinances, Martin County Code, require that any conveyance of an interest in land to Martin County for any public purpose shall be accepted and approved by resolution of the Board of County Commissioners of Martin County.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

This item has been reviewed for legal sufficiency to determine whether it is consistent with applicable law, has identified and addressed legal risks and has developed strategies for legal defensibility.

RECOMMENDED ACTION:

RECOMMENDATION

1. Move that the Board authorize the County Administrator to execute the required FEMA "Exhibit A" to the Warranty Deed for closing, along with any other documents necessary to complete the acquisition of the 10 approved parcels in Hobe Heights; and
2. Move that the Board adopt a resolution approving and accepting the 10 Warranty Deeds and authorize the Chair to execute the resolution.

ALTERNATIVE RECOMMENDATIONS

Pull item from the Consent Agenda and provide staff with direction.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☒ Resolution
☒ Other: Exhibit "A" to Warranty Deed as required by FEMA regulations.

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320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback <http://www.martin.fl.us/accessibility-feedback>.

MARTIN COUNTY
PUBLIC WORKS DEPARTMENT
REAL PROPERTY #3485

Location Map
Hobe Heights Flood
Acquisition 10 Parcels



EXHIBIT ONLY

NOT TO SCALE
2021 AERIAL

SPACE ABOVE THIS LINE FOR RECORDING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NO. 21- ____

WHEREAS, Martin County applied for and was approved for a Federal Emergency Management Agency (FEMA) funded grant via Florida Division of Emergency Management (FDEM) Hazard Mitigation Grant Program (HMGP) Agreement Number H0601, Project Number DR-4399-012-R for the acquisition of ten (10) residences in Hobe Heights, accepted on March 23, 2021; and

WHEREAS, by document entitled "Warranty Deed", executed by each willing seller, Martin County will acquire the 10 approved parcels, as more fully described in Exhibit "A", located in Hobe Heights, Hobe Sound, Martin County, Florida; and

WHEREAS, Sec. 139.31 and 139.32, General Ordinances, Martin County Code require that any conveyance of an interest in land to Martin County for any public purpose shall be accepted and approved by resolution by the Board of County Commissioners of Martin County.

NOW, THEREFORE, BE IT RESOLVED BY THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, THAT:

Martin County hereby accepts and approves the acquisition of ten (10) Warranty Deeds, from willing sellers, as required by the regulations of the HMGP, Agreement Number H0601, Project Number DR-4399-012-R.

DULY PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

ATTEST:

_____
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

_____
STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

_____
SARAH W. WOODS, COUNTY ATTORNEY

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EXHIBIT A

1. 7356 SE Craig St., Hobe Sound FL 33455,
   PCN 34-38-42-017-008-00050-4

2. 7333 SE James St., Hobe Sound FL 33455,
   PCN 34-38-42-017-008-00210-1

3. 7383 SE James St., Hobe Sound FL 33455.
   PCN 34-38-42-017-008-00180-7

4. 7364 SE James St., Hobe Sound, FL 33455.
   PCN 34-38-42-017-010-00030-5

5. 7374 SE James St., Hobe Sound, FL 33455.
   PCN 34-38-42-017-010-00040-3

6. 7423 SE Peacock St., Hobe Sound FL 33455.
   PCN 34-38-42-017-012-00170-1

7. 7443 SE Peacock St, Hobe Sound FL 33455,
   PCN 34-38-42-017-012-00160-3

8. 8991 SE Parkway Dr., Hobe Sound FL 33455.
   PCN 34-38-42-017-008-00220-9

9. 9342 & 9346 SE Parkway Dr., Hobe Sound, FL 33455 (Duplex),
   PCN 34-38-42-017-020-00020-6

10. 9362 & 9366 SE Parkway Dr., Hobe Sound, FL 33455 (Duplex),
    PCN 34-38-42-017-020-00010-8

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This instrument prepared by:

Real Property Division
Martin County
2401 SE Monterey Road
Stuart, FL 34996

Project Name: Hobe Heights Flood Parcels
Property Address:
PCN:

SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED made this _____ day of _____, 2021, between _____ and _____, husband and wife, whose address is _____, participating in the federally-assisted acquisition project ("Grantor"), to MARTIN COUNTY, a political subdivision of the State of Florida, whose address is 2401 S.E. Monterey Road, Stuart, Florida 34996, ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, conveys, and confirms unto Grantee all that certain land situate in Martin County, Florida, on Exhibit "A" attached hereto (FEMA Deed Restrictions) and Exhibit "B" attached hereto more particularly described (the "Land").

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

SUBJECT TO real estate taxes for 2020, if any, and all subsequent years, and easements and restrictions of record, if any.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor does covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but no otherwise.

Accepted pursuant to
Resolution No. _____

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IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first above written.

WITNESSES:

GRANTORS:

_____
Witness #1 Signature
Printed Name: _____

By: _____
Name: _____ _____

_____
Witness #2 Signature
Printed Name: _____

_____
Witness #1 Signature
Printed Name: _____

By: _____
Name: _____ _____

_____
Witness #2 Signature
Printed Name: _____

STATE OF _____ }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____ and _____, husband and wife, ( ) by means of physical presence or ( ) online notarization. They are ( ) personally known to me or have produced _____ as identification.

(Affix Notary Seal)

_____
Print Name: _____
Commission No.: _____
Commission Expires: _____

EXHIBIT "A"

FEMA DEED RESTRICTIONS

In reference to the property ("Property") conveyed by the Deed between _____[property owner] participating in the federally-assisted acquisition project ("the Grantor") and MARTIN COUNTY, a political subdivision of the State of Florida, whose address is 2401 S.E. Monterey Road, Stuart, Florida 34997 ("the Grantee").

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, Martin County has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated March 23, 2021 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

WHEREAS, the Property is located in Hobe Heights/Hobe Sound/Martin County, and Martin County participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

WHEREAS, County, acting by and through the Martin County Board of County Commissioners, has applied for and been awarded federal funds pursuant to agreement, dated March 23, 2021 ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Robert T. Stafford Disaster Relief and Emergency Assistanct Act program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
ii. A public rest room; or
iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or
b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on _____[date], the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.
b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or
c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

Grantor's Signature _____
Date _____
Name (printed or typed) _____

Grantor's Signature _____
Date _____
Name (printed or typed) _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ and _____, husband and wife ( ) by means of physical presence or ( ) online notarization. They are ( ) personally known to me or have produced _____ as identification.

_____
Notary Public

ATTEST:

GRANTEE:

MARTIN COUNTY, a political subdivision of the State of Florida

_____

Taryn Kryzda, County Administrator

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

_____

SARAH W. WOODS, COUNTY ATTORNEY

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EXHIBIT “B”

Legal Description

Agenda Item Summary

File ID: 21-0786 CNST-14 **Meeting Date:** 7/13/2021

PLACEMENT: Consent

TITLE:

SOLID WASTE INITIAL ASSESSMENT RESOLUTION FOR FY 2021/22

EXECUTIVE SUMMARY:

The Board of County Commissioners is requested to adopt the Initial Assessment Resolution for Fiscal Year 2022 (FY22) and approve notification to affected property owners advising of the solid waste assessment rate and public hearing.

DEPARTMENT: Utilities and Solid Waste

PREPARED BY: **Name:** Greg Schommer
Title: Solid Waste Administrator

REQUESTED BY: Sam Amerson, Utilities & Solid Waste Director

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Chapter 151, Article III, General Ordinances, Martin County Code sets a two-step process for creating and imposing assessments in MSBU's. The first step of that process is adoption of an Initial Assessment Resolution. Residential solid waste collection service for each single-family dwelling unit is payable pursuant to a special assessment that includes: collection, disposal, and administrative/discount fees. The assessment is collected by the Tax Collector pursuant to the Uniform Assessment Collection Act and deposited into the Solid Waste Enterprise Fund. Utilities and Solid Waste Department staff administers payment to the franchisees.

On June 26, 2007, the Board approved franchise agreements for Waste Management and Indiantown Company. On May 4, 2010, the Board approved the assignment of the franchise agreement from Indiantown Company to Waste Management. On January 12, 2021, the Board approved a new franchise agreement with Waste Management allowing for annual rate CPI adjustments ranging from a minimum of 2% to a maximum of 5%.

ISSUES:

The single-family dwelling unit rate for FY22 for the Solid Waste MSBU services by Waste Management is proposed to be $389.69, and is comprised of $262.44 for collection, $102.32 for

disposal costs, and $24.93 for administrative costs. The change from the amount assessed in the prior year, $314.37, is due to increase in the solid waste collection rate and in tonnages per household.

Approval is required for the first-class mail notification and legal advertising for a public hearing to be held on August 24, 2021 to certify the special assessment roll to the Tax Collector and to adopt the Final Assessment Resolution. The notice to the homeowners informing them of the public hearing will be mailed before August 4, 2021.

LEGAL SUFFICIENCY REVIEW:

This item has been reviewed for legal sufficiency to determine whether it is consistent with applicable law, has identified and addressed legal risks, and has developed strategies for legal defensibility.

Chris Traber, the County's Special Assessment Counsel, has reviewed the resolution and the agenda summary and confirmed that the form of each is proper.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the Solid Waste Initial Assessment Resolution for FY22.

Move that the Board approve the Solid Waste Assessment for Waste Management franchise area for the MSBU at $389.69 covering the period from October 1, 2021 through September 30, 2022.

Move that the Board approve the first-class mail notification and legal advertising for the August 24, 2021 public hearing.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda and provide additional direction to staff.

FISCAL IMPACT:

RECOMMENDATION

Assessment is the mechanism for funding solid waste and recyclable materials collections and disposal/processing.

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☒ Resolution
☐ Other:

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MARTIN COUNTY, FLORIDA

SOLID WASTE
MUNICIPAL SERVICE BENEFIT UNIT

INITIAL ASSESSMENT RESOLUTION

RESOLUTION NUMBER 21-__

JULY 13, 2021

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BEFORE THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 21-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE; RATIFYING CREATION OF THE SOLID WASTE MUNICIPAL SERVICE BENEFIT UNIT; DESCRIBING THE METHOD OF ASSESSING SOLID WASTE COLLECTION AND DISPOSAL COSTS AGAINST RESIDENTIAL PROPERTY; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED ASSESSMENTS AND THE METHOD OF THEIR COLLECTION; DIRECTING THE PROVISION OF NOTICE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, AS FOLLOWS:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.01. DEFINITIONS. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in Chapter 151 of the Martin County Code.

"Assessment" means a non-ad valorem special assessment imposed by the County pursuant to the Code to fund the cost of providing Residential Services.

"Administrative Cost and Discount" means, for each Single Family Dwelling Unit, (A) its pro rata share of the cost incurred by the County to administer the Residential Collection Service, as computed in Appendix C hereto; and (B) the sum of (1) its pro rata share of the amount charged by the Tax Collector for collection of the Assessments, and (2) the maximum discount allowed for early payment by such Single Family Dwelling Unit under the Uniform Assessment Collection Act, as computed in Appendix C hereto.

"Assessment Roll" means the non-ad valorem special assessment roll relating to the Residential Services to be provided in the Solid Waste MSBU.

"Code" means Chapter 151 of the Martin County Code.

"Collection Cost" means the cost incurred by the County for each Single Family Dwelling Unit pursuant to the Solid Waste Franchise Agreement.

"County Administrator" means the chief executive officer of the County, or that individual's designee.

"Disposal Cost" means the cost incurred by the County to dispose of the Solid

Waste and Yard Trash generated by a Single Family Dwelling Unit, as computed in Appendix C hereto.

"Residential Collection Service" means the service of collection and disposal of residential Solid Waste from all Single Family Dwelling Units that are located within the Solid Waste MSBU. Residential Collection Service does not include service to mobile or modular homes located in Commercial Trailer Parks, nor Multi-Family Dwelling Units receiving Commercial Collection Service.

"Residential Recyclable Material Collection Service" means the service of collection, transportation, and delivery of the Recyclable Materials to the designated Materials Recovery Facility collected from Single Family Dwelling Units at the Curbside Collection Point.

"Residential Services" means Residential Collection Service and Residential Yard Trash Collection Service provided by the County at the Curbside Collection Point.

"Residential Yard Trash Collection Service" means the service of collection and disposal of residential Yard Trash from Single Family Dwelling Units. This term does not include service to mobile or modular homes located in Commercial Trailer Parks, nor Multi-Family Dwelling Units receiving Commercial Collection Service.

"Service Cost" means all of the costs associated with providing the Residential Services, including the costs associated with collecting the Assessment pursuant to the Uniform Assessment Collection Act, and any other costs or expenses related thereto.

"Single Family Dwelling Unit" means: (A) any single family, duplex, or triplex dwelling unit with kitchen facilities for each unit located within the Solid Waste MSBU,

including mobile or modular homes or trailers that have residential permanent license tags and are erected on a separate parcel of property, and are not included within the definition of a Commercial Trailer Park; and (B) the related single family parcel control numbers of such properties that receive Residential Collection Service, Residential Curbside Recyclable Material Collection Service, and Residential Yard Trash Collection Service.

"Solid Waste" means (A) Sludge unregulated under the federal Clean Water Act or Clean Air Act; (B) Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or (C) garbage, rubbish, refuse, Special Waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

"Solid Waste Franchise Agreement" means the Solid Waste Franchise Agreement between the County and Waste Management Inc. of Florida d/b/a Waste Management of Martin County, as may be amended from time to time.

"Solid Waste MSBU" means the Solid Waste Municipal Service Benefit Unit created by this Resolution, as depicted in Appendix A hereto.

"Tax Parcel" means a parcel of property to which the Martin County Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Uniform Collection Assessment Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.03. LEGISLATIVE FINDINGS. It is hereby ascertained, determined, and declared that:

(A) Article VIII, Section 1 of the Florida Constitution, and Sections 125.01 and 125.66, Florida Statutes, grant to a board of county commissioners all powers of local self-government to perform county functions and to render services for county purposes in a manner not inconsistent with general law, or with special law approved by vote of the electors, and such power may be exercised by the enactment of county ordinances.

(B) In addition to its powers of self-government, the Board is authorized by Sections 125.01(1)(q) and (r), Florida Statutes, to establish municipal services benefit units for all or any part of the unincorporated area within the County, or within the municipal boundaries of an incorporated area upon consent of the governing body of the affected municipality, to provide "garbage and trash collection and disposal" services including recycling service from funds derived from special assessments levied with such municipal service benefit units.

(C) Pursuant to Section 403.706(1), Florida Statutes, the County has the primary responsibility and authority to provide for the operation of Solid Waste Disposal Facilities

to meet the needs of all incorporated and unincorporated areas within the County.

(D) All Single Family Dwelling Units within the unincorporated areas of the County generate or are capable of generating Solid Waste.

(E) Pursuant to Ordinance No. 380 enacted by the Town of Sewall's Point, Florida ("Sewall's Point") on April 23, 2013 and an Interlocal Agreement for the Provision of Solid Waste and Recycling Collection Services, executed between the County and Sewall's Point, Sewall's Point has (1) requested the County to provide Residential Services to Single Family Dwelling Units within the boundaries of Sewall's Point, and (2) has consented to the inclusion of such Single Family Dwelling Units in the Solid Waste MSBU to pay for the Service Cost attributable to such properties.

(F) Pursuant to Ordinance No. 0003 (2018) enacted by the Village of Indiantown, Florida ("Indiantown") on July 12, 2018 and an Interlocal Agreement for the Provision of Solid Waste and Recycling Collection and Disposal Services executed between the County and Indiantown, Indiantown has (1) requested the County to continue providing Residential Services to Single Family Dwelling Units within the boundaries of the Indiantown, and (2) consented to the continued inclusion of such Single Family Dwelling Units in the Solid Waste MSBU to pay for the Service Cost attributable to such properties.

(G) The imposition of an Assessment upon Single Family Dwelling Units is a fair, equitable, and reasonable method of allocating and apportioning the Service Cost among all Single Family Dwelling Units located in the Solid Waste MSBU.

(H) It is hereby ascertained, determined, and declared by the Board that each

Single Family Dwelling Unit will be benefited by the County's provision of Residential Services in an amount not less than the Assessment for such Single Family Dwelling Unit, computed in the manner set forth in this Resolution.

(I) This Initial Assessment Resolution is adopted pursuant to the provisions of the Code and other applicable provisions of law, and is the Initial Assessment Resolution as defined in the Code.

ARTICLE II
NOTICE AND PUBLIC HEARING

SECTION 2.01. PUBLIC HEARING. A public hearing shall be held on August 24, 2021 at 9:00 A.M. or as soon thereafter as the matter may be heard, in the County Commission Meeting Room of the Martin County Administrative Building, 2401 S.E. Monterey Road, Stuart, Florida, to consider (A) imposition of the Assessments, and (B) collection of the Assessments pursuant to the Uniform Assessment Collection Act.

SECTION 2.02. NOTICE BY PUBLICATION. The County Administrator shall publish a notice of the public hearing authorized by Section 2.01 hereof, as required by Section 151.54 of the Code, in substantially the form attached hereto as Appendix A. Such notice shall be published not later than August 4, 2021 in a newspaper generally circulated in Martin County.

SECTION 2.03. NOTICE BY MAIL. In addition to the published notice required by Section 151.54 of the Code, notice of the public hearing authorized by Section 2.01 hereof will be provided to the owner of each parcel of property subject to the Assessment, as required by Section 151.55 of the Code, in substantially the form attached hereto as Appendix B. Such notice shall be mailed not later than August 4, 2021.

ARTICLE III
SOLID WASTE ASSESSMENTS

SECTION 3.01. SOLID WASTE MUNICIPAL SERVICE BENEFIT UNIT. The County hereby ratifies and confirms the creation of the Solid Waste Municipal Service Benefit Unit ("Solid Waste MSBU") pursuant to Chapter 151 of the Martin County Code. The Solid Waste MSBU includes all improved residential property located in unincorporated Martin County and all residential property located in Sewall's Point and Indiantown upon which Single Family Dwelling Units receive Residential Services. The property located within the Solid Waste MSBU is depicted in Appendix A hereto.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Assessments for Residential Services shall be imposed against all Single Family Dwelling Units located in the Solid Waste MSBU, which shall be computed in accordance with this Article II. When imposed, the Assessment shall constitute a lien upon such property pursuant to the Code.

SECTION 3.03. RESIDENTIAL SERVICES. Upon the imposition of the Assessment for Residential Services against Single Family Dwelling Units, the County shall provide Residential Collection Service; Residential Curbside Recyclable Material Collection Service; and Residential Yard Trash Collection Service to such Single Family Dwelling Units. The Service Cost shall be paid from proceeds of the Assessment.

SECTION 3.04. COMPUTATION. The Assessment for each Single Family Dwelling Unit located in the Solid Waste MSBU shall be equal to the sum of the Collection Cost, the Disposal Cost and the Administrative Cost and Discount, as computed in Appendix C hereto. For the Fiscal Year ending September 30, 2022, the Assessment for

each Single Family Dwelling Unit located in the Solid Waste MSBU is $389.69.

SECTION 3.05. ASSESSMENT ROLL. The County Administrator is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for the Solid Waste MSBU Assessment Roll for the Fiscal Year ending September 30, 2022. Such preliminary Assessment Roll shall contain the following: (A) a summary description of all Tax Parcels containing Single Family Dwelling Units conforming to the description contained on the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes; (B) the name and address of the owner of record of each such Tax Parcel; and (C) the amount of the Assessment for each such Tax Parcel. The preliminary Assessment Roll shall be maintained on file in the offices of the County Utilities Department (as designated by the County Administrator) and open to public inspection. The foregoing shall not be construed to require that the preliminary Assessment Roll be in printed form if the amount of the Assessment for each Tax Parcel can be determined by use of a computer terminal available to the public.

ARTICLE IV
GENERAL PROVISIONS

SECTION 4.01. METHOD OF COLLECTION. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act.

SECTION 4.02. SEVERABILITY. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 4.03. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 13th day of July, 2021.

BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA

(SEAL)

By: _____
Stacey Hetherington, Chair

ATTEST:

By: _____
Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Sarah W. Woods, County Attorney

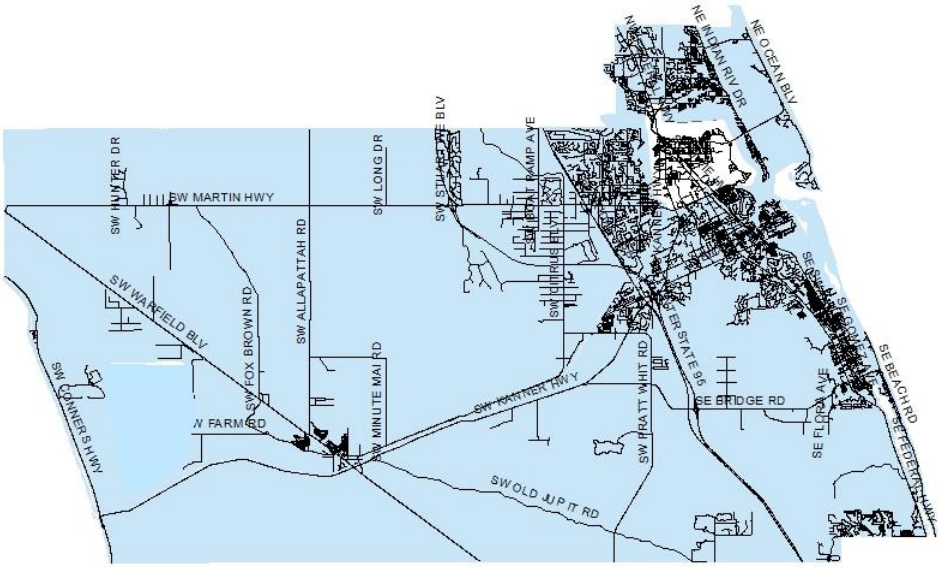
APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

[To be published not later than August 4, 2021]

Martin County Solid Waste MSBU

Includes all of Martin County Except The City of Stuart, Town of Jupiter Island and Ocean Breeze Park



NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENT

Notice is hereby given that the Board of County Commissioners of Martin County, Florida, will conduct a public hearing to impose a non-ad valorem assessment against certain single family dwelling units located on parcels of improved residential property located in the Solid Waste Municipal Service Benefit Unit, as shown above. The hearing will be held on August 24, 2021 at 9:00 A.M. or as soon thereafter as the matter may be heard in the County Commission Chambers of the Martin County Administration Building at 2401 S. E. Monterey Road, Stuart, Florida. In accordance with the Americans Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County ADA Coordinator at (772) 320-3131 or in writing at 2401 S. E. Monterey Road, Stuart, Florida 34996, no later than August 17, 2021. If you are hearing or voice impaired, please call (772) 288-5940.

All affected property owners have a right to appear at the hearing and to file written objections with the Board of County Commissioners prior to or during the hearing. Any person wishing to appeal any decision of the Board of County Commissioners with respect to any matter considered will need a record and may wish to ensure that a verbatim record is made.

The Assessment has been proposed to fund the cost of collection and disposal of residential solid waste; the collection, transportation, and delivery of residential recyclable materials; and the collection and disposal of residential yard trash, each from certain single family residential dwelling units. The special assessment for single family dwelling units will be based upon the solid waste collection, transportation, and disposal costs attributable to such single family dwelling unit.

A more specific description is set forth in the Initial Assessment Resolution adopted by the County Commission on July 13, 2021. Copies of the Initial Assessment Resolution and the preliminary assessment roll are available and open to public inspection at the offices of the County Utilities Department (as designated by the County Administrator) located at 3473 S.E. Willoughby Boulevard, Suite 102, Stuart, Florida.

The special assessment will be collected on the ad valorem tax bill, as authorized by Section 197.3632, Florida Statutes. Failure to pay the special assessment will cause a tax certificate to be issued against the property which may result in a loss of title. If you have any questions, please contact Allen Gregory Schommer at (772) 419-6939 or aschomme@martin.fl.us, Wendy Parker at (772) 419-6940 or wparker@martin.fl.us, or Tom Bankert at (772) 419-6933 or tbankert@martin.fl.us.

MARTIN COUNTY UTILITIES AND SOLID WASTE DEPARTMENT

APPENDIX B

FORM OF NOTICE TO BE MAILED

MARTIN COUNTY
UTILITIES & SOLID WASTE DEPARTMENT
3473 S.E. WILLOUGHBY BLVD, SUITE 102
STUART, FL 34994

NOTICE DATE: _____, 2021 **PROPOSED SOLID WASTE ASSESSMENT: $389.69 per unit**

(Property Owner Name)
(Mailing Address)
(City, State and Zip)

Re: Parcel Control Number (Insert Number)

DO NOT PAY – THIS IS NOT A BILL

This is a notice of a public hearing regarding the Solid Waste Municipal Service Benefit Unit (MSBU) that was created to provide waste collection and disposal services to single family residential properties in the Martin County service area. The services include collection and disposal of residential trash, recycling, and yard waste. The cost is assessed annually against single family residential dwelling units receiving these MSBU services. Computation of the assessment is based on rates for residential solid waste, recycling, and yard trash, collection, transportation, and disposal, together with certain administrative costs, applicable to a single family residential dwelling unit. If there is more than one (1) single family dwelling unit located on a parcel of property, each such single family dwelling unit, up to a maximum of three (3) single family dwelling units, shall be separately assessed. A more specific description of the assessment program is set forth in the Initial Assessment Resolution adopted by the County Commission on July 13, 2021. Copies of the Initial Assessment Resolution and the preliminary assessment roll are available for your review at the offices of the Utilities Department (as designated by the County Administrator) located at 3473 S.E. Willoughby Blvd, Suite 102, Stuart, Florida. Information regarding the assessment for your specific single family residential dwelling unit property is set forth above. There is an increase in the assessment rate per unit in comparison to the prior year. The total annual solid waste assessment revenue to be collected within the Solid Waste MSBU is estimated to be $17,976,819.

MARTIN COUNTY FLORIDA
NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENT FOR SOLID WASTE MUNICIPAL SERVICE BENEFIT UNIT

The Board of County Commissioners will hold a Public Hearing on August 24, 2021 at 9:00 AM, or as soon thereafter as the matter may be heard, in the County Commission Chambers of the Martin County Administration Building at 2401 S.E. Monterey Road, Stuart, Florida, for the purpose of receiving comments on the proposed assessment, including collection on the ad valorem tax bill. You are invited to attend and participate in the hearing. You may also file written objections with the Board of County Commissioners (the Board) prior to or during the hearing. If you decide to appeal any decision made by the Board with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made including the testimony and evidence upon which the appeal is to be made. If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact County ADA Coordinator for disability accommodations at (772) 320-3131 or in writing at 2401 SE Monterey Road, Stuart, Florida 34996, no later than August 17, 2021. If you are hearing impaired or voice impaired, please call (772) 288-5940.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Board's action at the above hearing (including the method of apportionment, the rate of assessment and imposition and lien of the assessment), such action shall be the final adjudication of the issues presented. Once approved by the Board, the Solid Waste MSBU non-ad valorem assessment will be included on the ad valorem tax bill you will receive in November of 2021. Failure to pay the November 2021 tax bill will cause a tax certificate to be issued against the property which may result in a loss of title.

Questions regarding your assessment and the process of its collection may be directed to Allen Gregory Schommer, Solid Waste Administrator at (772) 419-6939, aschomme@martin.fl.us; Wendy Parker, Solid Waste Manager, at (772) 419-6940, wparker@martin.fl.us; and Tom Bankert, Solid Waste Administrative Coordinator, at (772)419-6933, tbankert@martin.fl.us.

(More information on the other side)

FREQUENTLY ASKED QUESTIONS:

Why did I receive this notice?
As a homeowner, you have a right to receive specific information about non-ad valorem assessments affecting your property. This notice is Martin County's way to comply with the law and to honor your rights by providing details about the solid waste collection and disposal assessment which will appear on your tax bill.

Am I required to respond to this notice?
There is no need to reply, but you have a right to comment on the assessment. You can address the Board of County Commissioners (Board) in writing or in person at the public hearing noticed on the reverse side of this letter. Written comments must be received by the Board prior to or during the hearing. The public hearing will take place on August 24, 2021, at 9:00 a.m., or as soon thereafter as possible, in the County Commission Chambers, Martin County Administration Building at 2401 SE Monterey Road in Stuart, Florida.

If this is not a bill, when do I pay?
The solid waste assessment approved at the public hearing will be included in your 2021 property tax bill that the Tax Collector will mail to you at the end of October or beginning of November. The Tax Collector offers early payment discounts, but all tax bills, including assessments, must be paid in full before March 31. Please note that on your tax bill, the Solid Waste MSBU assessment may be listed as "Sanitation Assessment."

How is Martin County's solid waste assessment different from other places?
Your residential property is assessed annually for the cost of collection and disposal of solid waste, yard trash, and recycling. This is a non-ad valorem assessment, which means that it's not based on the value of your property but on the average cost of solid waste services per single-family dwelling. This solid waste assessment appears in the non-ad valorem section of your annual property tax bill.

How much is my solid waste assessment this year?
The assessment that will appear on your 2021 tax bill is proposed to be $389.69. The increase in comparison to the prior year is due to higher cost of solid waste collections and increased amounts of solid waste generated per household.

What if I need special services for my trash collection?
If you reside in a community where special services, such as rear door trash collection, are requested or mandated, these costs are in addition to your annual assessment and are billed directly to you by your hauler. Your homeowners' or property owners' association can offer more information regarding special services in your community.

What if I received this notice and I no longer own the property?
The responsibility for this assessment has been transferred to the new owner(s).

What if I have more questions?
Please contact Allen Gregory Schommer at (772) 419-6939 or aschomme@martin.fl.us, Wendy Parker at (772) 419-6940 or wparker@martin.fl.us, or Tom Bankert at (772) 419-6933 or tbankert@martin.fl.us.

Sincerely,

Samuel Amerson

Samuel Amerson
Utilities and Solid Waste Director

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APPENDIX C

SOLID WASTE MSBU ASSESSMENT COMPUTATION

COMPUTATION OF ANNUAL ASSESSMENT
SOLID WASTE MSBU

COLLECTION COST (12 Months)	**Data**	**Amount**
Monthly Rate per Household	$ 21.87	
TOTAL ANNUAL COLLECTION COST		$262.44

DISPOSAL COST (12 Months)	**Data**	**Amount**
Residential Waste - Landfill		
Number of Tons per Household	1.20	
Disposal Rate per Ton	$ 60.00	
Subtotal	$ 72.00	
Residential Yard Trash		
Number of Tons per Household	0.71	
Disposal Rate per Ton	$ 26.00	
Subtotal	$ 18.46	
Hazardous Waste	$ 5.56	
Residential Construction and Demolition		
Number of Tons per Household	0.15	
Disposal Rate per Ton	$ 42.00	
Subtotal	$ 6.30	
TOTAL ANNUAL DISPOSAL COST		$102.32

ADMINISTRATIVE COST AND DISCOUNT	**Data**	**Amount**
County Administrative Cost		
Total Administration Cost	$ 74,500	
Total Number of Households	48,053	
Administration Cost per Household	$ 1.55	
Early Payment Discount (4%) and Tax Collector Fee (2%)	$ 23.38	
TOTAL ANNUAL ADMINISTRATIVE COST		$ 24.93
TOTAL ANNUAL ASSESSMENT		**$389.69**

Agenda Item Summary

File ID: 21-0824 CNST-15 **Meeting Date:** 7/13/2021

PLACEMENT: Consent

TITLE:

ADOPT AN ANNUAL ASSESSMENT RESOLUTION REQUIRED BY CHAPTER 71 OF THE MARTIN COUNTY CODE TO APPROVE NON-AD VALOREM ASSESSMENT ROLLS FOR FISCAL YEAR 2021/2022

EXECUTIVE SUMMARY:

The Board is requested to adopt the Annual Assessment Resolution approving the Assessment Rolls.

DEPARTMENT: Utilities and Solid Waste

PREPARED BY: **Name:** Phil Keathley
Title: Chief Project Manager

REQUESTED BY: Sam Amerson, Utilities & Solid Waste Director

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Section 71.103.G. of the Martin County Code requires the Board to adopt an Annual Assessment Resolution during its budget adoption process for each fiscal year following the initial year assessments are imposed pursuant to Chapter 71, Article III, Martin County Code, until all such assessments are paid in full.

The Annual Assessment Resolution approves the Assessment Rolls that are subsequently delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act.

The assessment amounts set forth in the Assessment Rolls do not exceed the maximum amount established by prior notices and public hearings required by Chapter 71, Article III, Martin County Code.

A list of Municipal Service Benefit Units is included in the Annual Assessment Resolution.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

Chris Traber, the County's Special Assessment Counsel, has prepared the resolution, reviewed the agenda summary and confirmed that the form of each is proper.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the Annual Assessment Resolution approving the Assessment Rolls. Move that the Board authorize the Chair to sign the related certifications.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda and provide additional direction to staff.

FISCAL IMPACT:

RECOMMENDATION

Approval of Annual Assessments is essential for continuance of debt service payments.

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement

☐ Grant / Application ☐ Notice ☐ Ordinance ☒ Resolution

☒ Other: Certificates of Non-Ad Valorem Assessment Roll

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BEFORE THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 21-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, APPROVING ASSESSMENT ROLLS FOR VARIOUS MUNICIPAL SERVICE BENEFIT UNITS ESTABLISHED PURSUANT TO CHAPTER 71 OF THE MARTIN COUNTY CODE; ESTABLISHING THE LIEN ASSOCIATED THEREWITH; DIRECTING THAT THE ASSESSMENT ROLLS BE CERTIFIED TO THE MARTIN COUNTY TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 9, 1996, the Board of County Commissioners of Martin County, Florida (the "Board") enacted Ordinance No. 96-493, as codified in Chapter 71, Article 3, Division 2 of the Martin County Code (the "Code") to provide for the creation of municipal service benefit units and authorize the imposition of special assessments to fund the construction of capital improvements for the special benefit of a neighborhood or other local area; and

WHEREAS, pursuant to the Section 71.102 of the Code, the Board created and imposed special assessments within the Conch Cove Lane Municipal Service Benefit Unit on November 13, 2001, the St. Lucie Settlement Municipal Service Benefit Unit on February 26, 2002, the Tropical Acres Municipal Service Benefit Unit on February 10, 2004, the Seagate Harbor/Lighthouse Point Municipal Service Benefit Unit on May 25, 2004, the Tropic Vista Municipal Service Benefit Unit on August 10, 2004, the Pinecrest

Lakes, Town & Country Estates and Timberwick Water Main Municipal Service Benefit Unit on June 17, 2008, the Fork River (Phase 1 & 2) and Tropical Paradise (Water) Municipal Service Benefit Unit on July 14, 2009, the Fork River (Phase 2) and Tropical Paradise (Wastewater) Municipal Service Benefit Unit on July 14, 2009, the North River Shores (Phase I) Municipal Service Benefit Unit on February 9, 2010, the Quail Trail (West) Water Main Municipal Service Benefit Unit on November 8, 2011, the Sugarhill Water Main Municipal Service Benefit Unit on December 18, 2012, the St. Lucie Shores/Tiburon Water Main Municipal Service Benefit Unit on May 7, 2013, the S.E. Rocky Point Way Water Main Municipal Service Benefit Unit on August 20, 2013, the Rio Pine Lane Water Main Municipal Service Benefit Unit on October 22, 2013, the S.W. 39th Street/S.W. 66th Avenue Municipal Service Benefit Unit on December 3, 2013, the Skyline Drive Water Main Municipal Service Benefit Unit on April 1, 2014, the Palm Brook Court Water Main Municipal Service Benefit Unit on August 18, 2015, the Old Port Salerno Peninsula Water Main Municipal Service Benefit Unit on November 3, 2015, the S.E. Gull Lane Water Main Municipal Service Benefit Unit on December 1, 2015, the Fern Creek Water Main Municipal Service Benefit Unit on February 23, 2016, the Crane Creek Water Main Municipal Service Benefit Unit on September 20, 2016, the Orchid Bay Water Main Municipal Service Benefit Unit on July 25, 2017, the North River Shores (Phase 2) Municipal Service Benefit Unit on April 24, 2018, the Palm Lake Estates Water Main Municipal Service Benefit Unit on April 24, 2018, the S.W. Honey Terrace Municipal

Service Benefit Unit on September 11, 2018, the S.E. Flamingo Drive/S.E. Karin Street Municipal Service Benefit Unit on September 11, 2018, the Mack Dairy Road Municipal Service Benefit Unit on September 11, 2018, the Hibiscus Park/Paramount Estates Water Main Municipal Service Benefit Unit on September 11, 2018, the James Villas Water Main Municipal Service Benefit Unit on September 11, 2018, the Palm Lake Park Water Main Municipal Service Benefit Unit on July 30, 2019 and the Hideaway Isles Water Main Municipal Services Benefit Unit on March 9, 2021; and

WHEREAS, pursuant to Section 71.103.G of the Code, the County is required to adopt an "Annual Assessment Resolution" during its budget adoption process for each fiscal year to approve the assessment roll for such fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to Chapter 71 of the Code, Chapter 125, Florida Statutes, and other applicable provisions of law.

SECTION 2. APPROVAL OF ASSESSMENT ROLLS. The assessment rolls on file in the County Administrator's office (or the office of the County Administrator's designee) for the Conch Cove Lane Municipal Service Benefit Unit, the St. Lucie Settlement Municipal Service Benefit Unit, the Tropical Acres Municipal Service Benefit Unit, the Seagate Harbor/Lighthouse Point Municipal Service Benefit Unit, the

Tropic Vista Municipal Service Benefit Unit, the Pinecrest Lakes, Town & Country Estates and Timberwick Water Main Municipal Service Benefit Unit, the Fork River (Phase 1 & 2) and Tropical Paradise (Water) Municipal Service Benefit Unit, the Fork River (Phase 2) and Tropical Paradise (Wastewater) Municipal Service Benefit Unit, the North River Shores (Phase I) Municipal Service Benefit Unit, the Quail Trail (West) Water Main Municipal Service Benefit Unit, the Sugarhill Water Main Municipal Service Benefit Unit, the St. Lucie Shores/Tiburon Water Main Municipal Service Benefit Unit, the S.E. Rocky Point Way Water Main Municipal Service Benefit Unit, the Rio Pine Lane Water Main Municipal Service Benefit Unit, the S.W. 39th Street/S.W. 66th Avenue Municipal Service Benefit Unit, the Skyline Drive Water Main Municipal Service Benefit Unit, the Palm Brook Court Water Main Municipal Service Benefit Unit, the Old Port Salerno Peninsula Water Main Municipal Service Benefit Unit, the S.E. Gull Lane Water Main Municipal Service Benefit Unit, the Fern Creek Water Main Municipal Service Benefit Unit, the Crane Creek Water Main Municipal Service Benefit Unit, Orchid Bay Water Main Municipal Service Benefit Unit, the North River Shores (Phase 2) Municipal Service Benefit Unit, the Palm Lake Estates Water Main Municipal Service Benefit Unit, the S.W. Honey Terrace Municipal Service Benefit Unit, the S.E. Flamingo Drive/S.E. Karin Street Municipal Service Benefit Unit, the Mack Dairy Road Municipal Service Benefit Unit, the Hibiscus Park/Paramount Estates Water Main Municipal Service Benefit Unit, the James Villas Water Main Municipal Service Benefit Unit, the Palm Lake Park Water Main

Municipal Service Benefit Unit and the Hideaway Isles Water Main Municipal Service Benefit Unit are hereby approved. Pursuant to Section 197.3632, Florida Statutes, each assessment roll shall be certified to the Martin County Tax Collector prior to September 15, 2021.

SECTION 3. ASSESSMENT LIENS. Special assessments imposed within the municipal service benefit units listed in Section 2 hereof shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until the ad valorem tax bill for such year is otherwise paid in full pursuant to the Uniform Assessment Collection Act. The lien shall be deemed perfected upon adoption of this Resolution and shall attach to the property included on the assessment rolls as of January 1, 2021, the lien date for ad valorem taxes.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 13th day of July, 2021.

BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA

(SEAL)

By: _____
Stacey Hetherington, Chair

ATTEST:

By: _____
Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Sarah W. Woods, County Attorney

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **Conch Cove Lane Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Martin County Tax Collector by September 15, 2021.

I IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Martin County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 13th day of July, 2021.

MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **St. Lucie Settlement Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Martin County Tax Collector by September 15, 2021.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Martin County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 13th day of July, 2021.

MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **Seagate Harbor/Lighthouse Point Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Martin County Tax Collector by September 15, 2021.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Martin County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 13th day of July, 2021.

MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **Tropic Vista Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Martin County Tax Collector by September 15, 2021.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Martin County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 13th day of July, 2021.

MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **Tropical Acres Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Martin County Tax Collector by September 15, 2021.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Martin County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 13th day of July, 2021.

MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **Pinecrest Lakes, Town & Country Estates and Timberwick Water Main Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Martin County Tax Collector by September 15, 2021.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Martin County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 13th day of July, 2021.

MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **Fork River (Phase 1 & 2) and Tropical Paradise (Water) Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

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MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **Fork River (Phase 2) and Tropical Paradise (Wastewater) Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

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MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **North River Shores (Phase 1) Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

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MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **Quail Trail (West) Street Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

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MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **St. Lucie Shores/Tiburon Water Main Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

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MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **Sugarhill Water Main Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

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MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **Rio Pine Lane Water Main Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

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MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **S.E. Rocky Point Way Water Main Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

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MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **Skyline Drive Water Main Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Martin County Tax Collector by September 15, 2021.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Martin County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 13th day of July, 2021.

MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **SW 39th Street/SW 66th Avenue Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Martin County Tax Collector by September 15, 2021.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Martin County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 13th day of July, 2021.

MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **Palm Brook Court Water Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

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IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Martin County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 13th day of July, 2021.

MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **Old Port Salerno Peninsular Water Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Martin County Tax Collector by September 15, 2021.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Martin County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 13th day of July, 2021.

MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **S.E. Gull Lane Water Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Martin County Tax Collector by September 15, 2021.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Martin County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 13th day of July, 2021.

MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **Fern Creek Subdivision Water Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Martin County Tax Collector by September 15, 2021.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Martin County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 13th day of July, 2021.

MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **Crane Creek Water Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Martin County Tax Collector by September 15, 2021.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Martin County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 13th day of July, 2021.

MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **Orchid Bay Water Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

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IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Martin County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 13th day of July, 2021.

MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **S.W. Honey Terrace Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

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IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Martin County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 13th day of July, 2021.

MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **S.E. Flamingo Drive/S.E. Karin Street Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

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MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **Mack Dairy Road Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

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MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **North River Shores (Phase 2) Wastewater Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

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MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
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NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **Palm Lake Estates Water Main Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

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MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **Hibiscus Park/Paramount Estates Water Main Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

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MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
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NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **James Villas Water Main Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

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MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
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NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **Palm Lake Park Water Main Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

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MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Chair of the Board of County Commissioners, or authorized agent of Martin County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the **Hideaway Isles Water Main Municipal Service Benefit Unit Non-Ad Valorem Assessment Roll** (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable the property listed therein have been made pursuant to law.

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MARTIN COUNTY, FLORIDA

By: _____
Stacey Hetherington, Chair

File ID: 21-0928 CNST-16 **Meeting Date:** 7/13/2021

PLACEMENT: Consent

TITLE:

REQUEST APPROVAL OF THE REVISED LIST OF SPECIAL EVENTS REQUIRING ROAD CLOSURE(S) JULY 1ST, 2021 THROUGH JUNE 30TH, 2022

EXECUTIVE SUMMARY:

The Board of County Commissioner is asked to approve the Revised List of Special Events Requiring Road Closures July 1st, 2021 through June 30th, 2022.

DEPARTMENT: Public Works

PREPARED BY: **Name:** Angelica Bassetti
Title: Administrative Specialist III

REQUESTED BY: Lisa Wichser, County Engineer, Public Works Department

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The list of 2021 Special Events Requiring Road Closure(s) identifies each event, its sponsor, the date the event is held, and the impacted roadway(s). Staff was asked to have the Mapp Road Town Center Ribbon Cutting Ceremony added to the Special Events Requiring Road Closures July 1st, 2021 through June 30th, 2022 list. This event will be held on Saturday, August 14th. As part of the event, staff has asked to close SW Mapp Road at the intersection of SW Mapp Road and SW 32nd Street in Palm City.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board approve the Revised List of Special Events Requiring Road Closure(s) July 1st, 2021 through June 30th, 2022 to include the Mapp Road Town Center Ribbon Cutting Ceremony.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda and direct staff accordingly.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution
☐ Other:

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SPECIAL EVENTS REQUIRING ROAD CLOSURE(S) July 1st, 2021 - June 30th, 2022

EVENT	DATE(S)	ROAD(S) IMPACTED	SPONSOR
MAPP ROAD TOWN CENTER RIBBON CUTTING CEREMONY	August 14th	SW Mapp Road (Intersection of SW Mapp Road and SW 32nd Street)	Martin County Board of County Commissioners
SOUTH FORK HIGH SCHOOL HOMECOMING PARADE	October 7th	SE Dixie Highway (SE Olympus Street E to SE Bridge Road) SE Bridge Road (SE Hercules Avenue to SE Dixie Highway)	South Fork High School
CHOW DOWN HOBE SOUND FOOD TRUCKS	October 8th	SE Olympus St W (Fire Station to SE Hercules Avenue)	Hobe Sound Chamber of Commerce
JENSEN BEACH HIGH SCHOOL HOMECOMING PARADE	October 28th	NE Jensen Beach Blvd (NE Pineapple Ave to NE Indian River Dr) NE Pineapple Ave (NE Jensen Beach Blvd to NE Church St) NE Ricou Terr (NE Pineapple Ave to NE Indian River Dr) NE Church St (NE Pineapple Ave to NE Indian River Dr) NE Indian River Dr (NE Jensen Beach Blvd to NE Church St)	Jensen Beach High School
TRUNK OR TREAT	October 31st	SE Willoughby Blvd (SE Ruhnke Street to SE Monterey Road)	Martin County Sheriff's Office
CHOW DOWN HOBE SOUND FOOD TRUCKS	November 12th	SE Olympus St W (Fire Station to SE Hercules Avenue)	Hobe Sound Chamber of Commerce
VETERAN'S DAY PARADE	November 11th	SE Ocean Blvd (SE Flagler Avenue to SE Amerigo Avenue)	Veterans Council of Martin County
STUART CHRISTMAS PARADE	December 3rd	SE Ocean Boulevard (SE Georgia Avenue to SE Monterey Road)	City of Stuart
HOBE SOUND CHRISTMAS PARADE	December 4th	SE Dixie Highway (SE Federal Highway to SE Bridge Road) SE Bridge Road (SE Dixie Highway to SE Hercules Avenue) SE Olympus Street W (SE Hercules to SE Venus Street) SE Venus Street (SE Zeus Crescent to SE Dixie Highway)	Hobe Sound Chamber of Commerce
CHOW DOWN HOBE SOUND FOOD TRUCKS	December 10th	SE Olympus St W (Fire Station to SE Hercules Ave)	Hobe Sound Chamber of Commerce
CHRISTMAS ON THE WATERFRONT	December 18th	SE Dixie Highway (SE Seaward Street to SE Salerno Road) SE Salerno Road (SE Dixie Highway to SE DeSoto Avenue) SE Georges Way (SE Dixie Highway to SE DeSoto Avenue) SE DeSoto Ave (SE Seward Street to SE Salerno Road)	Port Salerno Community Promotions
JENSEN BEACH FINE ART & CRAFT SHOW	January 8th & 9th	NE Jensen Beach Blvd (NE Pineapple Ave to NE Indian River Dr) NE Maple Ave (NE West End Way to NE Jensen Beach Blvd)	Jensen Beach Chamber of Commerce
CHOW DOWN HOBE SOUND FOOD TRUCKS	January 14th	SE Olympus St W (Fire Station to SE Hercules Ave)	Hobe Sound Chamber of Commerce
HOBE SOUND FESTIVAL OF THE ARTS	February 5th & 6th	SE Dixie Highway (SE Bridge Road to SE Saturn Street)	Hobe Sound Chamber of Commerce
CHOW DOWN HOBE SOUND FOOD TRUCKS	February 11th	SE Olympus St W (Fire Station to SE Hercules Avenue)	Hobe Sound Chamber of Commerce
CHOW DOWN HOBE SOUND FOOD TRUCKS	March 11th	SE Olympus St W (Fire Station to SE Hercules Avenue)	Hobe Sound Chamber of Commerce
ST. PATRICK'S DAY PARADE	March 13th	NE Jensen Beach Blvd (NE Pineapple Ave to NE Indian River Dr) NE Pineapple Ave (NE Jensen Beach Blvd to NE Church St) NE Ricou Terr (NE Pineapple Ave to NE Indian River Dr) NE Church St (NE Pineapple Ave to NE Indian River Dr) NE Indian River Dr (NE Jensen Beach Blvd to NE Church St)	Jensen Beach Chamber of Commerce
CHOW DOWN HOBE SOUND FOOD TRUCKS	April 8th	SE Olympus St W (Fire Station to SE Hercules Avenue)	Hobe Sound Chamber of Commerce

Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

Additional Item

File ID: 21-0393 CNST-17 **Meeting Date:** 7/13/2021

PLACEMENT: Consent

TITLE:

APPOINTMENT OF A COMMISSION REPRESENTATIVE TO THE SCHOOL DISTRICT BOUNDARY ADVISORY COMMITTEE

EXECUTIVE SUMMARY:

The School District is in the process of creating the state-required Boundary Advisory Committee (BAC) which will facilitate input from District staff, parents, and community members for the development of student demographics, expansion due to growth, and site selection. The School Board is requesting the County Commission to appoint one representative to this new Committee.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon
Title: Executive Aide

REQUESTED BY: Martin County School Board

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

This is an Additional Item as the School District is asking for a representative's name by July 19, 2021.

The Assistant County Administrator received a letter from Ginger Featherstone, Deputy Superintendent, requesting the Board appoint a representative to their Boundary Advisory Committee. The tasks for the committee include: reviewing student data, countywide population trends and growth patterns, providing recommendations regarding new school facilities in accordance with School Board Policies, recommending appropriate concurrency service areas and site boundaries with consideration given to age and appropriate feeder patterns, fulfilling any additional roles as assigned by the Superintendent or School Board Member, and making all decisions with consideration given to the needs of the entire County.

The first BAC meeting is scheduled for August 18, 2021 at 5:00 PM and will be held at the Stuart Learning Center, (1050 SE 10th Street, Stuart). It is anticipated that all meetings will be held at this same time and location and will meet on a monthly basis.

ISSUES:

None.

LEGAL SUFFICIENCY REVIEW:

To the extent this item contains legal issues; it has been reviewed for legal sufficiency, however, it is primarily a matter of Board policy.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board appoint Samantha Lovelady, Principal Planner, as Martin County's representative on the Martin County School District Boundary Advisory Committee.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda and direct staff accordingly.

FISCAL IMPACT:

RECOMMENDATION

Staff's time.

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution
☐ Other:

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Dr. Ginger Featherstone, *Deputy Superintendent*
THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA
1939 SE Federal Highway • Stuart, FL 34994 • Phone (772)219-1200 Ext. 30248

June 28, 2021

Martin County Board of County Commissioners
ATT: George Stokus
2401 SE Monterey Road
Stuart, FL 34996

Re: Selection of MCSD Boundary Advisory Committee Representative

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

The BAC is comprised of the following members:

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

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

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

With appreciation,

Ginger Featherstone, PhD

Agenda Item Summary

File ID: 21-0718 B&C-1 **Meeting Date:** 7/13/2021

PLACEMENT: Board and Committee Appointments

TITLE:

BUSINESS DEVELOPMENT BOARD APPOINTMENT

EXECUTIVE SUMMARY:

After solicitation of applicants, the Board is asked to make the necessary appointment to be the Martin County representative to the Business Development Board.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon
Title: Executive Aide

REQUESTED BY: Business Development Board of Martin County

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Business Development Board was initially created pursuant to the Mutual Termination and Rescission of September 15, 2009 Agreement between Martin County and the Business Development Board of Martin County, Inc. and Economic Development Services Agreement.

In June 2017, the Bylaws of the Business Development Board of Martin County, Inc. were amended (see attached).

The members of the Board of Directors shall be appointed by the Members as enumerated below.

a) Martin County, Florida shall be entitled to appoint one representative to the Board of Directors, who shall serve term of two years.
b) The City of Stuart, Florida shall be entitled to appoint one representative to the Board of Directors, who shall serve a term of two years.
c) The Martin County Council of Chambers shall be entitled to appoint one representative to the Board of Directors, who shall serve an initial term of three years, and shall thereafter serve a term of two years.
d) The Economic Council of Martin County shall be entitled to appoint one representative to the Board of Directors, who shall serve an initial term of three years, and shall thereafter serve a term of two years.
e) Indian River State College shall be entitled to appoint one representative to the Board of

Directors, who shall serve a term of two years.

f) The Rural Indiantown Revitalization Advisory Board shall be entitled to appoint one representative to the Board of Directors, who shall serve an initial term of three years, and shall thereafter serve a term of two years.

g) The Realtor Association of Martin County shall be entitled to appoint one representative to the Board of Directors, who shall serve an initial term of three years, and shall thereafter serve a term of two years.

h) The Marine Industries Association of the Treasure Coast, Inc. shall be entitled to appoint one representative to the Board of Directors, who shall serve a term of two years.

The Board of Directors by a majority vote shall be entitled to appoint up to seven at-large members, as permitted by Section 8. Each at-large representative shall have one vote. The President shall appoint a Nominating Committee to review applications for at-large members to the Board of Directors and submit recommendations for at-large members to the Board of Directors, to be approved by the Board of Directors by a majority vote. In making their recommendations, the Nominating Committee shall review applications of potential board members who would bring value and expertise to the Board of Directors, taking into consideration at-large members who represent manufacturing, aerospace, health care, agriculture, small business, entrepreneurs, information technology/telecommunications, power generation, banking/finance, private capital, economic development experience and expertise, K through 12/technical education and business applications of social media. In order to accomplish the desired staggering of terms of members of the Board of Directors, the Nominating Committee shall designate at-large members serving an initial three-year term and those serving an initial two-year term. After the initial term of office, all at-large directors shall serve two-year terms.

The Administration Staff advised Edward Weinberg that his term will expire on July 31, 2019. Mr. Weinberg was provided an Application for Appointment to complete and return if so desired.

An Information Release soliciting applicants was emailed via Constant Contact to the Outreach Martin and Local Media email lists which includes local Chambers of Commerce, local businesses, local media, and citizens (well over 1,500 recipients). The Information Release was also posted to the County's web page under News.

The Administration Staff will advise the appointed individual of the Commission's decision which includes Sunshine Law information. A letter/certificate of appreciation will be mailed to Mr. Weinberg if he is not re-appointed. The Chair will sign the letter and certificate.

ISSUES:

The Board is asked to appoint ONE individual to the Business Development Board for a term to begin August 1, 2021 and end September 30, 2023. Voting sheet attached.

Diane Castellucci
Kim Prescott
Edward Weinberg (incumbent)
Thomas Munhollen
James Stuckey

LEGAL SUFFICIENCY REVIEW:

This item has been reviewed for legal sufficiency to determine whether it is consistent with applicable law.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board appoint one individual to the Business Development Board for a term to begin August 1, 2021 and end September 30, 2023 and authorize the Chair to sign the letter/certificate, if necessary.

ALTERNATIVE RECOMMENDATIONS

Direct staff accordingly.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution
☐ Other:

Business Development Board

Created pursuant to Bylaws of the Business Development Board of Martin County, Inc.
Amended June 2017

Powers & Duties:

The following are the purposes for which this Corporation has been organized:

To promote the economic and business welfare in Martin County and the cities therein by increasing employment opportunities.

To solicit support and aid of the general public in this work.

To promote and conduct economic programs designed to retain existing businesses and to strengthen and expand the income potential of businesses within Martin County in accordance with the Economic Element of the Martin County Comprehensive Plan.

To engage in activities seeking to bring qualified businesses and industry into Martin County.

To develop and carry out activities for the purposes of raising the money to meet the expenses and establish funds and otherwise create and support the purposes of the Corporation and to manage, invest, and disburse such monies in accordance with the non-profit purposes of the Corporation.

The Corporation shall have such corporate powers as are granted in Chapter 617 of the Florida Statutes and all amendments subsequent thereto, together with such other additional powers as shall be reasonably co-existent and appropriate and necessary for the full use and pooper management of the Corporation of any of its purposes; provided, however, that this Corporation in exercising any one or more of its powers, shall do so in furtherance of the exempt purposes for which it has been organized, and as described in the Internal Revenue Code, and provisions herein, which conflict with those purposes and would render the Corporation non-exempt, shall be treated as void and of no effect.

How Appointed:

The members of the Board of Directors shall be appointed by the Members as enumerated below.

a) Martin County, Florida shall be entitled to appoint one representative to the Board of Directors, who shall serve term of two years.
b) The City of Stuart, Florida shall be entitled to appoint one representative to the Board of Directors, who shall serve a term of two years.
c) The Martin County Council of Chambers shall be entitled to appoint one representative to the Board of Directors, who shall serve an initial term of three years, and shall thereafter serve a term of two years.
d) The Economic Council of Martin County shall be entitled to appoint one representative to the Board of Directors, who shall serve an initial term of three years, and shall thereafter serve a term of two years.
e) Indian River State College shall be entitled to appoint one representative to the Board of Directors, who shall serve a term of two years.
f) The Rural Indiantown Revitalization Advisory Board shall be entitled to appoint one representative to the Board of Directors, who shall serve an initial term of three years, and shall thereafter serve a term of two years.
g) The Realtor Association of Martin County shall be entitled to appoint one representative to the Board of Directors, who shall serve an initial term of three years, and shall thereafter serve a term of two years.
h) The Marine Industries Association of the Treasure Coast, Inc. shall be entitled to appoint one representative to the Board of Directors, who shall serve a term of two years.

The Board of Directors by a majority vote shall be entitled to appoint up to seven at-large members, as permitted by Section 8. Each at-large representative shall have one vote. The President shall appoint a Nominating Committee to review applications for at-large members to the Board of Directors and submit recommendations for at-large members to the Board of Directors, to be approved by the Board of Directors by a majority vote. In making their recommendations, the Nominating Committee shall review applications of potential board members who would bring value

and expertise to the Board of Directors, taking into consideration at-large members who represent manufacturing, aerospace, health care, agriculture, small business, entrepreneurs, information technology/telecommunications, power generation, banking/finance, private capital, economic development experience and expertise, K through 12/technical education and business applications of social media. In order to accomplish the desired staggering of terms of members of the Board of Directors, the Nominating Committee shall designate at-large members serving an initial three year term and those serving an initial two year term. After the initial term of office, all at-large directors shall serve two year terms.

Terms:
After the initial staggering of terms of office by designating Directors serving two and three year terms with the adoption of these amended and restated Bylaws, all Directors shall be appointed for a term of two years. The Directors with initial two terms shall serve a period of two years measured from October 1, 2017, and shall thereafter serve two year terms. The Directors with three year initial terms shall serve a period of three years measured from October 1, 2017, and shall thereafter serve terms of two years. The Directors appointed in calendar year 2017 shall serve their initial term of office measured from October 1, 2017, such that their initial term of office may be greater or less than two or three years, depending on whether they are appointed prior to or after October 1, 2017. In the event that a member of the Board of Directors is appointed and approved as a member of the Board of Directors on a date less than two years (or three years, as the case may be) from the expiration of their term of office, that Director's term shall expire on the same date as other Directors with that staggered term, and that Director is eligible for reappointment and approval for additional terms of office.

Meetings:
Business Development Board meetings are held monthly on the second Wednesday of each month at 9:00 AM at the Airport Maintenance Conference Room, 1895 Flying Fortress Way, Stuart.

Contact: Business Development Board

Member	Position	Appointed	Term End
Edward Weinberg	BCC Representative	08/01/2017	07/31/2021

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Bylaws of the
Business Development Board of Martin County, Inc.

ARTICLE I – GENERAL

SECTION 1. Name and Location. This Corporation is incorporated under the laws of the State of Florida and is known as the BUSINESS DEVELOPMENT BOARD OF MARTIN COUNTY, INC., serving Martin County, Florida. Its principal office shall be located in Martin County, Florida.

SECTION 2. Purposes and Objectives. The following are the purposes for which this Corporation has been organized:

a) To promote the economic and business welfare in Martin County and the cities therein by increasing employment opportunities;
b) To solicit support and aid of the general public in this work.
c) To promote and conduct economic programs designed to retain existing businesses and to strengthen and expand the income potential of businesses within Martin County.
d) To engage in activities seeking to bring qualified businesses and industry into Martin County.
e) To develop and carry out activities for the purposes of raising the money to meet the expenses and establish funds and otherwise create and support the purposes of the Corporation and to manage, invest and disburse such monies in accordance with the non-profit purposes of the Corporation.
f) The Corporation shall have such corporate powers as are granted in Chapter 617 of the Florida Statutes and all amendments subsequent thereto, together with such other additional powers as shall be reasonably co-existent and appropriate and necessary for the full use and proper management of the Corporation or any of its purposes; provided, however, that this Corporation in exercising any one or more of its powers, shall do so in furtherance of the exempt purposes for which it has been organized, and as described in the Internal Revenue Code, and provisions herein, which conflict with those purposes and would render the Corporation non-exempt, shall be treated as void and of no effect.

SECTION 3. Limitations. The Corporation shall be non-profit, non-partisan, nonsectarian and non-sectional and shall take no part in or lend its influence or facilities, either directly or indirectly, to the nomination, election, or appointment of any candidate for political office in the city, county, state or nation.

ARTICLE II – MEMBERSHIP

SECTION 1. Eligibility. Any public or governmental agency, for profit or non-profit corporation or non-profit trade organization having interests consistent with the mission and objectives of the Corporation shall be eligible for membership using the procedure, policy guidelines, and application form determined by the Board of Directors.

SECTION 2. Directors Appointed. The members of the Board of Directors shall be appointed by the Members as enumerated below.

a) Martin County, Florida shall be entitled to appoint one representative to the Board of Directors, who shall serve term of two years.

b) The City of Stuart, Florida shall be entitled to appoint one representative to the Board of Directors, who shall serve a term of two years.

c) The Martin County Council of Chambers shall be entitled to appoint one representative to the Board of Directors, who shall serve an initial term of three years, and shall thereafter serve a term of two years.

d) The Economic Council of Martin County shall be entitled to appoint one representative to the Board of Directors, who shall serve an initial term of three years, and shall thereafter serve a term of two years.

e) Indian River State College shall be entitled to appoint one representative to the Board of Directors, who shall serve a term of two years.

f) The Rural Indiantown Revitalization Advisory Board shall be entitled to appoint one representative to the Board of Directors, who shall serve an initial term of three years, and shall thereafter serve a term of two years.

g) The Realtor Association of Martin County shall be entitled to appoint one representative to the Board of Directors, who shall serve an initial term of three years, and shall thereafter serve a term of two years.

h) The Marine Industries Association of the Treasure Coast, Inc. shall be entitled to appoint one representative to the Board of Directors, who shall serve a term of two years.

The Board of Directors by a majority vote shall be entitled to appoint up to seven at-large members, as permitted by Section 8. Each at-large representative shall have one vote. The President shall appoint a Nominating Committee to review applications for at-large members to the Board of Directors and submit recommendations for at-large members to the Board of Directors, to be approved by the Board of Directors by a majority vote. In making their recommendations, the Nominating Committee shall review applications of potential board members who would bring value and expertise to the Board of Directors, taking into consideration at-large members who represent manufacturing, aerospace, health care, agriculture, small business, entrepreneurs, information technology/telecommunications, power generation, banking/finance, private capital, economic development experience and expertise, K through 12/technical education and business applications of social media. In order to accomplish the desired staggering of terms of members of the Board of Directors, the Nominating Committee shall designate at-large members serving an initial three year term and those serving an initial two year term. After the initial term of office, all at-large directors shall serve two year terms.

SECTION 3. Membership. Application for membership shall be in writing on forms provided for that purpose and signed by the applicant using the procedure, policy guidelines, and application form used by

Martin County for appointments to Martin County advisory boards. Approval of membership shall be by a majority vote of the Board of Directors at any regular meeting.

SECTION 4. Dues. Members shall pay dues in such amounts and at such times as determined by a majority vote of the Board of Directors. Dues may be set at a per member rate, subject to a minimum amount to be paid by a member or may be set by a contract between the Corporation and the Member.

SECTION 5. Exercise of Privileges. Any member with voting privileges shall designate in writing (in letter form or via email) the names of the individual(s) that the member desires to appoint to the Board of Directors using the procedure, policy guidelines, and application form determined by the Board of Directors. Such director(s) shall vote on its behalf and participate in the Corporation's activities.

SECTION 6. Voting Restriction. The Executive Director shall notify each member constituting an organization or entity in writing of the person(s) approved to represent such member through service as a voting member of the Board of Directors in accordance with the procedure, policy guidelines and application form determined by the Board of Directors. Any changes in the person(s) authorized to cast votes as a director(s) on behalf of a member shall use the procedure, policy guidelines, and application form determined by the Board of Directors and shall be effective when approved by the Board of Directors and filed with the Secretary as a written certificate setting forth such change(s).

SECTION 7. Termination. Any member may resign from the Corporation upon written notice to the Board of Directors. Any member shall be expelled for non-payment of dues after (90) days from the date due by a majority vote of the Board of Directors (excluding the votes of Directors appointed by the delinquent Member), unless otherwise extended for good cause. Any member may be expelled by two-thirds (2/3) vote of the Board of Directors for conduct unbecoming a member or prejudicial to the aims or repute of the Corporation, provided, however, that notice and opportunity for hearing is afforded the member. The resignation or expulsion of a member shall terminate its membership.

SECTION 8. **Reappointment of Directors**. Directors appointed by Members and at-large Directors shall be qualified to serve an unlimited number of successive terms of office.

ARTICLE III – MEMBERSHIP MEETINGS

Membership meetings shall not be held unless ordered by the Board of Directors. In the event that the Board of Directors orders a meeting of members, the Board of Directors shall provide each member with written notice (in letter form or via email) of the meeting in accordance with the requirements for notice of meetings of the Board of Directors set forth in Article IV, Section 3 hereof, and such notice of the meeting shall specify the time, place and purpose of the meeting.

ARTICLE IV – THE BOARD OF DIRECTORS

SECTION 1. Board of Directors. The governing and policy-making responsibilities of the Corporation shall be vested in the Board of Directors, which shall control its property, be responsible for its finances and direct its affairs. The Board of Directors shall consist of the following:

a) Directors. The Board of Directors shall consist of persons designated in accordance with Article II and shall serve until their successors are qualified. Accordingly, the number of

members on the Board of Directors shall vary according to the number and types of members; however, in no event shall the Board of Directors consist of less than three persons.

b) Term of Office. After the initial staggering of terms of office by designating Directors serving two and three year terms with the adoption of these amended and restated Bylaws, all Directors shall be appointed for a term of two years. The Directors with initial two terms shall serve a period of two years measured from October 1, 2017, and shall thereafter serve two year terms. The Directors with three year initial terms shall serve a period of three years measured from October 1, 2017, and shall thereafter serve terms of two years. The Directors appointed in calendar year 2017 shall serve their initial term of office measured from October 1, 2017, such that their initial term of office may be greater or less than two or three years, depending on whether they are appointed prior to or after October 1, 2017. In the event that a member of the Board of Directors is appointed and approved as a member of the Board of Directors on a date less than two years (or three years, as the case may be) from the expiration of their term of office, that Director's term shall expire on the same date as other Directors with that staggered term, and that Director is eligible for reappointment and approval for additional terms of office.

c) Attendance and Participation Requirements. Because the failure of Directors to actively participate in the affairs of the Corporation will result in community interests not be represented, the Board of Directors, by majority vote, may establish attendance and participation requirements for both Board of Directors meetings and committee meetings to be observed by Directors. The attendance and participation requirements for Directors shall be communicated to the members. The Board of Directors shall have the power to remove a Director for failure to meet the attendance and participation requirements established by the Board of Directors, and the member organization represented by such removed Director shall be entitled to appoint a replacement Director to serve the remaining term of the removed Director, using the procedure, policy guidelines, and application form determined by the Board of Directors and provided that the member organization is in good standing at the time of the appointment of the replacement Director.

SECTION 2. Regular and Special Meetings. The Board of Directors shall meet at such times and places as determined by them. Special Board meetings may be called by the President, provided that a proper notice has been given to all directors. The President shall be required to call a special meeting upon receiving a petition requesting such meeting by at least five (5) directors.

SECTION 3. Notice of Meetings. Notice of any special meeting shall be given at least seven (7) but not more than fourteen (14) days previously hereto by written notice delivered personally or first class mail to each director at his\her business address, or by telephone, or by e-mail. If mailed, such notice shall be deemed to be delivered, when deposited in the United States mail so addressed, with postage thereon prepaid. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 4. Quorum. A simple majority of the incumbent directors appointed by the Members shall constitute a quorum.

SECTION 5. Vacancies. Vacancies shall be filled by the particular Member appointing a new director(s), using the procedure, policy guidelines, and application form determined by the Board of Directors.

SECTION 6. Voting. Each director shall have one vote, and such voting may not be done by proxy.

SECTION 7. Power/Policy The Board of Directors may make such rules and regulations covering its meetings at its discretion, as determined necessary.

SECTION 8. Action Without A Meeting. If otherwise permissible by law, any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed before such action by all of the directors.

SECTION 9. Director Removal. A director may be removed when sufficient cause exists. The Board of Directors may recommend by a two thirds (2/3) vote that a particular director be removed from the Board of Directors. A director may be represented by counsel upon any removal hearing. The Board of Directors shall adopt such rules, as it may in its discretion consider necessary for the best interests of the Corporation. Removal of a director for failure to meet the attendance and participation requirements of the Board of Directors shall be governed by the standards adopted by the Board of Directors in accordance with Section 1 (c) of this Article.

SECTION 10. Appointment of Directors. Each member shall appoint persons to serve on the Board of Directors in accordance with the number of directors set forth in Article II hereof and using the procedure, policy guidelines, and application form determined by the Board of Directors.

SECTION 11. Compensation Clause. No director or officer shall, by reason of his office, be entitled to receive any salary or compensation.

ARTICLE V – OFFICERS

SECTION 1. Election. At the first regular Board of Director's meeting each year following the appointment of new directors, an organizational meeting shall be held. At the meeting, a President, President-Elect, Secretary and Treasurer for the ensuing year shall be elected by majority vote of the Board from among the representatives serving on the Board. Any vacancies among the officers shall be filled by a majority vote of the Board of Directors.

SECTION 2. Appointments. The Board may appoint a Selection Committee for the selection of an Executive Director and fix his\her compensation and other terms and conditions of employment. When appointed, he\she shall immediately be included in and informed of all activities by all groups/committees and the Board in such a manner that he\she can effectively serve in his role as Executive Director.

SECTION 3. Terms of Office. All officers shall serve for a term of one (1) fiscal year or until their respective successor assumes the duties of office.

SECTION 4. Duties of Officers.

a) **President**. The President shall serve as the executive head of the Corporation and shall preside at all meetings of the Members and the Board of Directors. He\she shall appoint all committees and chairpersons. He\she shall serve on and be an ex-officio member of all committees. With the authorization of the Board of Directors, he\she shall sign all deeds, contracts, and other instruments affecting the operation of the Corporation of any of its properties. He\she shall, with the Secretary, sign all formal documents.

b) **President-Elect**. The President-Elect shall succeed to the presidency upon the expiration of the term of the President and after his confirmation as President by the Board of Directors. He\she shall have the duty of assisting the President of the Corporation and of performing the duties of the President in his absence. He\she may be appointed by the President to be in charge of a specific area of program activity.

c) **Secretary**. The Secretary shall keep the minutes and records of the Corporation in appropriate books. All correspondence shall be maintained by the Corporation's office. It shall be his duty to file any certificate required by any statute, federal or state. He\she shall give and serve all notices to Members of this Corporation. He\she shall submit to the Board of Directors any communications which shall be addressed to him\her as Secretary of the Corporation. He\she shall attend to all correspondence of the Corporation and shall exercise all duties incident to the office of Secretary.

d) **Treasurer**. The Treasurer shall have the care and custody of all monies belonging to the Corporation and shall be responsible for such monies or securities of the Corporation. All financial records shall be maintained at the Corporation's office. He\she shall render at stated periods as the Board of Directors shall determine, a written account of the finances of the Corporation and such report shall be physically affixed to the minutes of the Board of Directors at such meeting. He\she shall exercise all duties incident to the office of Treasurer.

ARTICLE VI – COMMITTEES

SECTION 1. Committees. The President may appoint such ad hoc committees and their chairmen as he\she deems necessary to carry out the program of the Corporation. The chairmen of all such committees shall report to the Board of Directors.

SECTION 2. Limitation of Powers. No action by any member, committee, employee, director or officer shall be binding upon or constitute an expression of policy of the Corporation until it shall have been approved by the Board of Directors or delegated by such.

SECTION 3. Committee Quorums. A majority shall constitute a quorum of any meeting of any committee.

ARTICLE VII – FUNDS

SECTION 1. Funds. All monies received by the Corporation shall be deposited to the credit of the Corporation in such bank or banks as may be designated by the Board of Directors.

SECTION 2. Disbursement. No obligations or expense shall be incurred and no money shall be appropriated without prior approval of the Board of Directors. Upon approval of the budget, the Executive Director is authorized to make disbursements on accounts and expenses provided for in the budget without additional approval of the Board of Directors. Disbursements shall be by check or electronic funds transfer (EFT).

SECTION 3. Fiscal Year. The fiscal year and all terms of office shall be October 1 – September 30. (Fiscal Year)

SECTION4. Annual Accounting Review. An annual accounting review shall be made of the books and accounts of the Corporation at the close of business for the fiscal year end by a Certified Public Accountant, and the report given to the Board of Directors.

SECTION 5. Bonding. The Executive Director and such other officers and employees as the Board may designate shall be bonded by sufficient fidelity bond in an amount set by the Board and paid for by the Corporation.

SECTION 6. Insurance. The Board of Directors shall be covered by Directors & Officers Liability insurance through the Corporation. The insurance carrier shall pay on behalf of the insured, claims expenses and damages for acts that may arise solely when the insured is acting on behalf of the Corporation.

ARTICLE VIII – CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by a resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE IX – CORPORATE SEAL

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation and the State of incorporation and the words "Corporate Seal".

ARTICLE X – WAIVER OF NOTICE

Whenever any notice is required to be given to any Member or Director of the Corporation under the provision of these Bylaws or under the provision of the Articles of Incorporation or under the provisions of the Florida General Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI – PARLIAMENTARY PROCEDURE

The current edition of Roberts Rule of Order shall be the final source of authority in all questions of parliamentary procedure when such rules are not inconsistent with the Charter or Bylaws of the Corporation.

ARTICLE XII – INDEMNIFICATION

The Corporation shall indemnify and hold harmless any person who is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative, by reason of the fact that he is or was elected, appointed, or ex-officio director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of any other Corporation, Partnership, Joint Venture, Trust, or other enterprise, against expense (including attorney's fees), judgments, fines and amounts paid in settlements, actually and reasonably incurred by him in connection with such action, suit, or proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. However, no indemnification shall be provided in any action or suit by or in the right of the Corporation to procure a judgment in its favor, with respect to any claim, issue, or matter as to which such person is adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation. Indemnification hereunder shall be made by the Corporation only as authorized in the specific case on a determination by a majority of disinterested directors that such individual met the applicable standard of conduct set forth above. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not meet the applicable standard of conduct. Indemnification hereunder shall continue as to a person who has ceased to be a director or officer, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

ARTICLE XIII – AMENDMENTS

These Bylaws may be amended or repealed by a two-thirds (2/3) affirmative vote of a quorum of the Board of Directors present at a meeting, provided, however, that the ten (10) calendar days written notice of any proposed Bylaws change shall be mailed (in letter form or e-mail) to each member and provided that no such proposed change shall in any way be in conflict with the provisions of the Articles of Incorporation of the Corporation.

ARTICLE XIV – DISSOLUTION

The Corporation shall use its funds only to accomplish the objectives and purposes specified in these Bylaws, and no part of said funds shall inure or be distributed to the members of the Corporation. On dissolution of the Corporation, any funds remaining shall be distributed to one or more regularly organized, qualified, charitable, educational, scientific, or philanthropic corporations or another non-profit organization identified in §501(C) 6 of the Internal Revenue Code of 1986 to be selected by the Board of Directors.

ARTICLE XV – ENACTMENT

These Bylaws shall be effective immediately following their adoption by a two-thirds (2/3) majority vote of a quorum of the Board of Directors present at any meeting for which proper notice has been given. When so adopted, they shall supersede all previous Bylaws and amendments.

MARTIN COUNTY
Info Release

www.martin.fl.us 2401 SE Monterey Road, Stuart, Florida 34996

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback.

For immediate release: June 1, 2021
Contact: Donna Gordon, Administration, 772.288.5756 or dgordon@martin.fl.us

Business Development Board Vacancy

The Martin County Board of County Commissioners is seeking applications from individuals interested in being considered for appointment to fill the Board of County Commissioners' representative position on the **Business Development Board**. All individuals serve without compensation and are requested to submit an Application for Appointment to Martin County Administration **by Friday, June 18**, 2021. For an Application, please call Martin County Administration 288-5756 or send email to dgordon@martin.fl.us.

The following are the purposes for which this Corporation has been organized:

a) To promote the economic and business welfare in Martin County and the cities therein by increasing employment opportunities.
b) To solicit support and aid of the general public in this work.
c) To promote and conduct economic programs designed to retain existing businesses and to strengthen and expand the income potential of businesses within Martin County in accordance with the Economic Element of the Martin County Comprehensive Plan.
d) To engage in activities seeking to bring qualified businesses and industry into Martin County.
e) To develop and carry out activities for the purposes of raising the money to meet the expenses and establish funds and otherwise create and support the purposes of the Corporation and to manage, invest, and disburse such monies in accordance with the non-profit purposes of the Corporation.
f) The Corporation shall have such corporate powers as are granted in Chapter 617 of the Florida Statutes and all amendments subsequent thereto, together with such other additional powers as shall be reasonably co-existent and appropriate and necessary for the full use and upper management of the Corporation of any of its purposes; provided, however, that this Corporation in exercising any one or more of its powers, shall do so in furtherance of the exempt purposes for which it has been organized, and as described in the Internal Revenue Code, and provisions herein, which conflict with those purposes and would render the Corporation non-exempt, shall be treated as void and of no effect.

This two-year term will begin October 1, 2021.

Florida law prohibits an advisory board member from doing business with its agency (the County). Section 112.313(3) and (7), Fla. Stat.

Business Development Board meetings are typically held monthly on the second Wednesday of each month at 9:00 AM at the Blake Library, 2351 SE Monterey Road, Stuart.

~end~

DG/ADM

APPLICATION FOR APPOINTMENT – Martin County Business Development Board – Please Print

Check One: ☐ Mr. ☒ Mrs. (widow) ☐ Ms. ☐ Miss ☐ Dr.

RECEIVED
By Donna Gordon at 7:41 am, Jun 15, 2021

Name: Diane Castellucci

Residence Address: 2743 SW Glenmoor Way, Palm City, Florida, 34990
Street/City/Zip Code

Mailing Address: (same as above)
(if different)
Street/City/Zip Code

Commission District in which you reside: 5dg Staff will complete.

Are you available year round to attend meetings? ☒ yes ☐ no If **no**, what months **are** you available?

Telephone numbers: daytime: (973) 610-7910 alternate: _____ alternate: _____
~Area Codes are considered 772 unless you note otherwise.

EMAIL: DCAST1229@gmail.com

Have you ever pled guilty or "no contest" to a crime, been convicted of a crime, had adjudication withheld, prosecution deferred, been placed on probation, received a suspended sentence or forfeited bail in connection with any offense (except minor traffic violations)? Please show all convictions, including driving while intoxicated (DUI) convictions. ☐ yes ☒ no If yes, please provide the following information:

TYPE OF OFFENCES: _____

DATES: _____

PLACES (city/state): _____

SENTENCES OR FINES: _____

A conviction record does not necessarily disqualify you for consideration. Factors such as age at time of offense, nature of violation, and rehabilitation will be considered. The Martin County Board of County Commissioners retains the right to remove, at will, any appointee to a Board or Committee with or without cause.

EDUCATION/EXPERIENCE: A resume is recommended to be attached containing this and any other information that would be helpful to the Board in evaluating your application. Resume or letter of qualifications attached? ☒ yes ☐ no

Education: See attached

→ CONTINUED →

Employment Experience: Citibank 1977-1983 - Customer service representative

HSBC Bank 1983-2000 - Retired as a Senior Vice President

Other experience you feel would like the Commission to know about you:

See attached

Community Experience and Affiliations: Coordinated a bereavement group at Holy Redeemer Church; volunteered at Hospice Community events; served as an ambassador for Helping People Succeed.

Other County Boards/Committees/Task Forces on which you have served: Vice President of the Republican Club, active member of the Republican Executive Committee. (see attached)

Do you or any member of your immediate family work for Martin County or hold a position that might conflict with your duties for this Board/Committee/Task Force? If yes, please explain:

No

REFERENCES: Please list two references:

Lorraine Martuciello, President of the Republican Club of Martin County

Darlene Van Riper, Executive Director of the Republican Executive Committee

- Applicants *may* be required by State Law and County Ordinance to file a Financial Disclosure Statement as part of the appointment process.
- Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true. (Pursuant to Section 92.525 Florida Statutes, falsifying this application is a Third Degree Felony punishable by up to five years imprisonment and up to a $5,000 fine.)
- Florida law prohibits an advisory board member from doing business with its agency (The County). Section 112.313(3) and (7), Fla. Stat.

→ Signature: Diane Castelluccci Date: 6/10/2021

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, June 18**, 2021. All information submitted becomes public record. If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.

Diane Castellucci

2743 SW Glenmoor Way
Palm City, Florida 34990

Education

I graduated from Bay Ridge High School as an honors student ranked 2nd in my class from over several hundred students. I was offered numerous academic scholarships from several colleges but due to family financial circumstances I was not able to attend college full-time. Instead I attended Staten Island Community College at night.

Later as a bank employee my academic potential was recognized. My employer offered me the opportunity to take college classes to increase my knowledge base and advance my professional development. The company paid the tuition for the coursework. I received a certificate from Pace University's Graduate School of Business and Finance. I went on to serve as a credit officer for the bank, issuing commercial loans to customers. I also attended Columbia University's business school and received a Certificate of Achievement in Customer Relations.

Work Experience

Senior Vice President, HSBC Bank, New York, NY 1983-2000
HBSC was an international bank with offices world-wide

- Responsible for branch operations in over 60 branches in NYC, Long Island, and Westchester.
- Responsible for community relations and business opportunities in the NYC, Long Island and Westchester County regions.
- Coordinated the transition process for bank acquisitions including the staff training, logistical conversions, signage, personnel and vender negotiations.
- Reviewed the annual progress of the branches including profitability.
- Responsible for determining closures and relocations, keeping an eye on local ordinances and the community impact.
- Worked with community leaders to support community events.
- Supported local businesses through commercial loans upwards of $1Million.

Volunteer Experience

Member, The Red Cross

- Coordinated bank activities to support the Red Cross, as well as fundraising efforts.

Member, NAACP of Westchester County

- Coordinated bank involvement with officers worldwide with regards to local community activities

Member, The United Way of Greater New York

- Represented the bank for over 10 years, coordinating volunteer activities and fundraising in the NYC, Long Island and Westchester County regions.

***Bereavement Counselor*, Holy Redeemer Church**

- **Certified bereavement counselor, serving as the facilitator for bereaved family members in the local community.**

***Member*, Helping People Succeed**

- **Coordinated fundraisers for expectant mothers in-need of assistance and supplies for their newborns.**
- **Solicited contributions from local businesses to support the organization.**

***President*, Oak Ridge Townhouse Community, Oak Ridge, NJ**

- **Worked with the rest of the board to negotiate contracts for community development and building enhancements**
- **Served on the beautification committee for the development coordinating project management for the grounds.**

<u>Boards & Clubs</u>

***Vice President*, The Republican Club of Martin County**
***Member*, Martin County Executive Committee**
***Advocate for Pro-Life* in the 40 Day for Life Movement**
***Member of the original* Tea Party that marched in Washington in 2009; participated in demonstrations in Orlando, Stuart, New Jersey and New York.**

APPLICATION FOR APPOINTMENT – Martin County Business Development Board – Please Print

Check One: ☑ Mr. ☐ Mrs. ☐ Ms. ☐ Miss ☐ Dr.

Name: Thomas H. Munhollen

RECEIVED
By Donna Gordon at 7:48 am, Jun 21, 2021

Residence Address: 4130 SW Egret Pond Terr Palm City 34990
Street/City/Zip Code

Mailing Address: Same
(if different) Street/City/Zip Code

Commission District in which you reside: 5dg Staff will complete.

Are you available year round to attend meetings? ☑ yes ☐ no If **no**, what months **are** you available?

Telephone numbers: daytime: 244-2213 alternate: 901-652-5750 alternate: _____
~Area Codes are considered 772 unless you note otherwise.

EMAIL: tmunhollen@unitedwaymartin.org

Have you ever pled guilty or "no contest" to a crime, been convicted of a crime, had adjudication withheld, prosecution deferred, been placed on probation, received a suspended sentence or forfeited bail in connection with any offense (except minor traffic violations)? Please show all convictions, including driving while intoxicated (DUI) convictions. ☑ yes ☐ no If yes, please provide the following information:

TYPE OF OFFENCES: DUI

DATES: 1/1990

PLACES (city/state): Atlanta, GA

SENTENCES OR FINES: No lo - driving school & court costs

A conviction record does not necessarily disqualify you for consideration. Factors such as age at time of offense, nature of violation, and rehabilitation will be considered. The Martin County Board of County Commissioners retains the right to remove, at will, any appointee to a Board or Committee with or without cause.

EDUCATION/EXPERIENCE: A resume is recommended to be attached containing this and any other information that would be helpful to the Board in evaluating your application. Resume or letter of qualifications attached? ☐ yes ☐ no

Education: BIE (Industrial Engineering) Auburn University 1979
SEE RESUME

→ CONTINUED →

Employment Experience: SEE RESUME

Other experience you feel would like the Commission to know about you: Since moving to the county in 2015, I have been very active in the local chambers and several non profits.

Community Experience and Affiliations: LEADERSHIP Martin County Class 28

Other County Boards/Committees/Task Forces on which you have served: N/A

Do you or any member of your immediate family work for Martin County or hold a position that might conflict with your duties for this Board/Committee/Task Force? If yes, please explain: NO

REFERENCES: Please list two references:

Carol Houwaart-Diez

Joe Connelly

- Applicants *may* be required by State Law and County Ordinance to file a Financial Disclosure Statement as part of the appointment process.
- Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true. (Pursuant to Section 92.525 Florida Statutes, falsifying this application is a Third Degree Felony punishable by up to five years imprisonment and up to a $5,000 fine.)
- Florida law prohibits an advisory board member from doing business with its agency (The County). Section 112.313(3) and (7), Fla. Stat.

→ Signature: Thomas H Muenholler Date: 6/17/2021

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, June 18**, 2021. All information submitted becomes public record. If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.

Thomas H. Munhollen
4130 SW Egret Pond Terr
Palm City, FL 34990
901-652-5750
email: tmunhollen@unitedwaymartin.org

SUMMARY

Over 40 years of experience as both a corporate staff member and commissioned sales professional ranging from large international firms to smaller privately held corporations. Proven sales ability to open new accounts and service existing clients. Excellent personal, communication and technical skills.

CAREER HISTORY

United Way of Martin County — **Stuart, FL**
Business Development Coordinator — *2/2021-present*
Working with local for profit and nonprofit entities to become involved or more involved with UWMC through employee giving via payroll deductions, corporate gifts, sponsorships and volunteering

Cares Act Coordinator (part time) — 8/2020-2/2021
Coordinated with local agencies and county administration to process request for funds for rent/mortgage/utility payments for individuals impacted by COVID-19, also processed request for payment to food vendors from food pantries providing food to individuals impacted by COVID-19

Stuart/Martin County Chamber of Commerce — **Stuart, FL**
Membership Sales — 2/2020-6/2020
Salary plus commission sales professional for the Chamber increasing membership also working with existing members to renew their membership

ELB Consulting — **Palm City, FL**
Business Development — 2016-2020
Commissioned 1099 sales professional for consulting firm offering fully engineered tax services including cost segregation, 179D, 45L and R&D
- Developed mixed media marketing materials
- Gave presentations to single industry and mixed professional groups

Aflac — **Palm City, FL**
Benefits Coordinator — 2015-2016
Commissioned 1099 sales professional for supplemental insurance selling to small businesses and individuals

Banes Capital/Shay Financial — **Memphis, TN**
Senior Vice President-Sales — 2012-2015
Commissioned sales professional for Investment Banking firms selling fixed income securities (bonds) to institutional investors (Banks, S&L's, and Credit Unions)
- Over 100 new accounts opened during career
- Over $2.0mm in gross commissions in last 5 years

Vining Sparks/ICBA Securities — **Memphis, TN**
Senior *Vice President-Sales* — 1998-2011
Commissioned sales professional for Investment Banking firms selling fixed income securities (bonds) to institutional investors (Banks, S&L's, and Credit Unions)
- Provided asset liability models and consultations on a quarterly basis.
- Recognized for most new accounts opened in 2000.

The Equitable/AXA — **Memphis, TN**
Agent — 1996-1998
Selling investment and insurance products to individuals and businesses

Federal Express **Memphis, TN**
Project Engineer 1989-1996
Involved in strategic and tactical projects for various divisions (domestic and international ground operations, customs clearance, etc.)

TransDesigns **Woodstock, GA**
General Manager, Furniture Division 1985-1988
Full profit and loss responsibility for furniture division of decorating firm

Exide Battery Company **Atlanta, GA**
Industrial Engineer 1983-1985
Classic I.E. responsibilities in a automotive battery manufacturing plant

Douglas and Lomason **Carrollton, GA**
Industrial Engineer 1983
Classic I.E. responsibilities in a automotive parts manufacturing plant

United Parcel Service **Kenner, LA**
Industrial Engineer 1979-1982
Classic I.E. responsibilities supporting ground operations

COMMUNITY INVOLVEMENT

Stuart/Martin County Chamber of Commerce-volunteer ambassador
- Ambassador of the month 8 times
- Ambassador of the year 2017, 2018
- President's Award winner 2019

Martin County LEADERSHIP Class 28
Hobe Sound Chamber of Commerce
Molly's House volunteer
Place of Hope volunteer
United Way Citizen Review Panel
Member of at least 3 professional networking groups

EDUCATION

Auburn University 1975-1979
Auburn, AL
Bachelor of Industrial Engineering
Professional Securities Licenses Series 7 and 63 (lapsed)
Life and Health Insurance Licenses (lapsed)
Certified Arborist (lapsed)

APPLICATION FOR APPOINTMENT – Martin County Business Development Board – Please Print

Check One: ☐ Mr. ☑ Mrs. ☐ Ms. ☐ Miss ☐ Dr.

RECEIVED
By Donna Gordon at 9:55 am, Jun 17, 2021

Name: Kim Prescott

Residence Address: 8801 SW Hopwood Ave Indiantown, FL 34956
Street/City/Zip Code

Mailing Address: P.O. Box 1756 Hobe Sound, FL 33475
(if different) Street/City/Zip Code

Commission District in which you reside: 3dg Staff will complete.

Are you available year round to attend meetings? ☑ yes ☐ no If **no**, what months **are** you available?

Telephone numbers: daytime: 215-9956 alternate: 215-9956 alternate: 263-9206
~Area Codes are considered 772 unless you note otherwise.

EMAIL: kimprescott1717@gmail.com

Have you ever pled guilty or "no contest" to a crime, been convicted of a crime, had adjudication withheld, prosecution deferred, been placed on probation, received a suspended sentence or forfeited bail in connection with any offense (except minor traffic violations)? Please show all convictions, including driving while intoxicated (DUI) convictions. ☐ yes ☑ no If yes, please provide the following information:

TYPE OF OFFENCES:

DATES:

PLACES (city/state):

SENTENCES OR FINES:

A conviction record does not necessarily disqualify you for consideration. Factors such as age at time of offense, nature of violation, and rehabilitation will be considered. The Martin County Board of County Commissioners retains the right to remove, at will, any appointee to a Board or Committee with or without cause.

EDUCATION/EXPERIENCE: A resume is recommended to be attached containing this and any other information that would be helpful to the Board in evaluating your application. Resume or letter of qualifications attached? ☑ yes ☐ no

Education: MBA - FAU 2009

→ CONTINUED →

Employment Experience: Currently, I am employed by Florida Career Specialists in Stuart. Previously employed by Liberator medical supply for 9 years.

Other experience you feel would like the Commission to know about you: Previously owned and operated a local business by applying methods learned from BAP in 2016. Volunteer and raised donations for local YMCA.

Community Experience and Affiliations: Completion of Martin County Business Accelerator Program in 2016
American Cancer Society-making Strides committee-9 years

Other County Boards/Committees/Task Forces on which you have served: N/A

Do you or any member of your immediate family work for Martin County or hold a position that might conflict with your duties for this Board/Committee/Task Force? If yes, please explain: N/A

REFERENCES: Please list two references:

Danielle Williamson, Business owner, Fresh Stop 772-260-7057
Deanna Benz, Business owner, Hair Hook Up 772-341-5275

- Applicants *may* be required by State Law and County Ordinance to file a Financial Disclosure Statement as part of the appointment process.
- Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true. (Pursuant to Section 92.525 Florida Statutes, falsifying this application is a Third Degree Felony punishable by up to five years imprisonment and up to a $5,000 fine.)
- Florida law prohibits an advisory board member from doing business with its agency (The County). Section 112.313(3) and (7), Fla. Stat.

→ Signature: [signature] Date: 6/16/21

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, June 18**, 2021. All information submitted becomes public record. If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.

Kimberly Prescott

Marketing/Sales Manager

Kimprescott1717@gmail.com

772-215-9956

8546 SE Lyons Road
Hobe Sound, FL 33455

linkedin.com/in/Kimprescott

SKILLS

Marketing

Adaptability

Collaboration

Strong Work Ethic

Time Management

Critical Thinking

Handling Pressure

Leadership

EDUCATION

MBA/ Business Admin
FAU, Boca Raton, FL 2004-2009

Certifications

Martin County Business Accelerator

Active Florida Notary

Licensed 2-20 Insurance Agent

COMPUTER SKILLS

Microsoft Word

Excel

PowerPoint

Salesforce

Goldmine

PowerBI

RESUME OBJECTIVE

Team-player looking to expand Business Development Manager leadership responsibilities; coming with the ability to help the organization exceed corporate goals and honor long-term commitments made to customers, stockholders, and employees.

EXPERIENCE

Physician Liaison

Florida Cancer Specialists, Stuart, FL / 2019-Present

- Identify and strategize marketing initiatives with physicians and management.
- Pull data to identify growth opportunities from new and existing referral sources.
- Create tactics to promote physician's interaction and engagement including the marketing of new providers, site visits, staff meetings, social events, health fairs, referral dinners, CMEs, educational webinars, and virtual events.
- Establish and maintain ongoing communications with referring physician offices by routinely performing follow-up visits, emails, and/or phone calls using Salesforce.
- Provide daily/weekly intel communications with physicians and management.
- Create/manage monthly marketing budget.
- Implement staff and patient appreciation programs to promote collaboration and engagement.
- Submit expenses using Concur with suitable receipts for reimbursement.

Business Owner

My Coastal Wear, Hobe Sound, FL / 2017-2019

- Created marketing campaigns through website, pop up events and social media.
- Used sales strategies using Shopify, Instagram, Facebook, and Amazon.
- Procurement of new inventory based on sales figures and trends.
- Resolve any customer issues to ensure 100% customer satisfaction.
- Continuously inventory evaluation of clothing to forecast sales or to replenish stock.
- Research market trends for upcoming fashions and customer's requests
- Maintain business bank accounts, payment processing, accounts payable and accounts receivable, taxes and licenses via QuickBooks.

Sales/Operations Manager

Liberator Medical Supply/Bard/BD, Stuart, FL / 2009-2018

- Created direct marketing strategies and email campaigns to increase lead conversion.
- Worked in tandem with senior management to identify key divisional priorities and sales goals.
- Formulated strategies and marketing initiatives to meet sales targets.
- Champion customer experience improvement projects to actively map the customer's journey to identify areas of opportunities.
- Maximized call center sales team efficiencies through the effective use of business KPI's and performance management processes.
- Designed yearly 80-page catalog to promote medical products.
- Build relationships with hospitals, physician offices, support groups, and community organizations to generate referrals.
- Gather competitor's intelligence to realign market share in the industry.

APPLICATION FOR APPOINTMENT – Martin County Business Development Board – Please Print

Check One: ☒ Mr. ☐ Mrs. ☐ Ms. ☐ Miss ☐ Dr.

RECEIVED
By Donna Gordon at 7:21 am, Jun 02, 2021

Name: James M. Stuckey

Residence Address: 2191 NW Britt Road, Stuart, FL 34994
Street/City/Zip Code

Mailing Address: Po Box 1800, Stuart, Fc 34995-1800
(if different) Street/City/Zip Code

Commission District in which you reside: 1dg Staff will complete.

Are you available year round to attend meetings? ☒ yes ☐ no If **no**, what months **are** you available?

Telephone numbers: daytime: 772-370-4796 alternate: 223-8100 alternate: 692-0519
~Area Codes are considered 772 unless you note otherwise.

EMAIL: JMStuckey333@AOL.COM

Have you ever pled guilty or "no contest" to a crime, been convicted of a crime, had adjudication withheld, prosecution deferred, been placed on probation, received a suspended sentence or forfeited bail in connection with any offense (except minor traffic violations)? Please show all convictions, including driving while intoxicated (DUI) convictions. ☐ yes ☒ no If yes, please provide the following information:

TYPE OF OFFENCES:

DATES:

PLACES (city/state):

SENTENCES OR FINES:

N/A

A conviction record does not necessarily disqualify you for consideration. Factors such as age at time of offense, nature of violation, and rehabilitation will be considered. The Martin County Board of County Commissioners retains the right to remove, at will, any appointee to a Board or Committee with or without cause.

EDUCATION/EXPERIENCE: A resume is recommended to be attached containing this and any other information that would be helpful to the Board in evaluating your application. Resume or letter of qualifications attached? ☒ yes ☐ no

Education: Martin County, HS. IRSC, FAU, NOTRE DAME LAW

→ CONTINUED →

Employment Experience: ATTORNEY AT LAW SINCE 1977;
BEFORE THAT, CABINET MAKER FOR JENSEN CABINETS,
INSURANCE AGENT FOR Prudential, Adjunct Professor, Surveyor

Other experience you feel would like the Commission to know about you: SEE RESUME.
I was on Board of Directors of Charleston - Trident S.C
CHAMBER OF COMMERCE charged with promoting business East
of the Cooper River

Community Experience and Affiliations: SEE Resume'

Other County Boards/Committees/Task Forces on which you have served: See Resume'

Do you or any member of your immediate family work for Martin County or hold a position that might conflict with your duties for this Board/Committee/Task Force? If yes, please explain: NO

REFERENCES: Please list two references:

GORDON PROCTOR, CPA - 772-283-2356
STEVEN SWANN - Morgan - Stanley 772.708-4582

- Applicants *may* be required by State Law and County Ordinance to file a Financial Disclosure Statement as part of the appointment process.
- Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true. (Pursuant to Section 92.525 Florida Statutes, falsifying this application is a Third Degree Felony punishable by up to five years imprisonment and up to a $5,000 fine.)
- Florida law prohibits an advisory board member from doing business with its agency (The County). Section 112.313(3) and (7), Fla. Stat.

→ Signature: Jan M. [signature] Date: 6/1/2021

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, June 18**, 2021. All information submitted becomes public record. If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.

CURRICULUM VITAE

PERSONAL

James M. Stuckey (Mac)
Attorney at Law

Office Address: 428 SW 7th Street
Stuart, Florida 34994

Mailing Address: P.O. Box 1800
Stuart, Florida 34995

Telephone: **772-223-8100** (Office)
772-223-1430 (Fax)
Cell phone: 772-370-4796

Email: jmstuckey333@aol.com

EDUCATION

A.A. Indian River Community College, Fort Pierce, Florida, with High Honors, 1970

B.A. Florida Atlantic University, Boca Raton, Florida, Phi Kappa Phi, 1972

J.D. University of Notre Dame Law School, South Bend, Indiana, 1977

AREAS OF PRACTICE

Estate tax planning; Wills and Trusts; Probate; Real Estate; Corporate and Business Law; Commercial Transactions.

LEGAL ASSOCIATIONS

Florida Bar Association (since 1977); South Carolina Bar Association (since 1985); Martin County Bar Association (Professionalism Award-1999). South Carolina Bar Association (since 1985).

COMMUNITY SERVICE

Martin County resident since 1956; Charter member and former Chairman of City of Stuart Citizens Independent Review Board. This Board is appointed by the Stuart City Commission to review disciplinary orders of the City Manager involving Citizens' complaints against City employees and City police officers. Past Director of Y.M.C.A. of Martin County Foundation, Inc. Pro Bono Commendation Award-2002; Florida Rural Legal Services. Past Member, Martin County Historical Preservation Board. This Board is appointed by the County Commission to preserve historical structures and archaeological sites in Martin County. Author of City of Stuart Charter Amendment requiring a referendum to sell or long-term lease waterfront property owned by the City of Stuart.

APPLICATION FOR APPOINTMENT – Martin County Business Development Board – Please Print

Incumbent

Check One: ☒ Mr. ☐ Mrs. ☐ Ms. ☐ Miss ☐ Dr.

RECEIVED
By Donna Gordon at 8:17 am, Jun 01, 2021

Name: EDWARD WEINBERG

Residence Address: 4172 SW GROVE STREET, PALM CITY, FL 34990
Street/City/Zip Code

Mailing Address: 1000 SE MONTEREY COMMONS BLVD, SU 208, STUART, FL 34996
(if different) Street/City/Zip Code

Commission District in which you reside: 5dg Staff will complete.

Are you available year round to attend meetings? ☒ yes ☐ no If **no**, what months **are** you available?

Telephone numbers: daytime: 287-8771 alternate: 485-1700 alternate: _____
~Area Codes are considered 772 unless you note otherwise.

EMAIL: EWEINBERGBBC@GMAIL.COM

Have you ever pled guilty or "no contest" to a crime, been convicted of a crime, had adjudication withheld, prosecution deferred, been placed on probation, received a suspended sentence or forfeited bail in connection with any offense (except minor traffic violations)? Please show all convictions, including driving while intoxicated (DUI) convictions. ☐ yes ☒ no If yes, please provide the following information:

TYPE OF OFFENCES: _____

DATES: _____

PLACES (city/state): _____

SENTENCES OR FINES: _____

A conviction record does not necessarily disqualify you for consideration. Factors such as age at time of offense, nature of violation, and rehabilitation will be considered. The Martin County Board of County Commissioners retains the right to remove, at will, any appointee to a Board or Committee with or without cause.

EDUCATION/EXPERIENCE: A resume is recommended to be attached containing this and any other information that would be helpful to the Board in evaluating your application. Resume or letter of qualifications attached? ☒ yes ☐ no

Education: B.S. BIOLOGY, ST. BONAVENTURE UNIVERSITY 1985
M.S. OCEANOGRAPHY, FLORIDA TECH, 1987

→ CONTINUED →

Employment Experience: 10 YEARS (1987-1997) KIMLEY-HORN
24 YEARS (1997-PRESENT) EW CONSULTANTS, INC

Other experience you feel would like the Commission to know about you: EDB BOARD MEMBER OVER 20 YEARS, CHAIR THREE YEARS

Community Experience and Affiliations: ECONOMIC COUNCIL, MULTIPLE CHAMBERS

Other County Boards/Committees/Task Forces on which you have served:

Do you or any member of your immediate family work for Martin County or hold a position that might conflict with your duties for this Board/Committee/Task Force? If yes, please explain: NO

REFERENCES: Please list two references:

PAUL EZZO - V.P. EW CONSULTANTS, INC.

TED ASTOLFI - CEO, ECONOMIC COUNCIL

- Applicants *may* be required by State Law and County Ordinance to file a Financial Disclosure Statement as part of the appointment process.
- Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true. (Pursuant to Section 92.525 Florida Statutes, falsifying this application is a Third Degree Felony punishable by up to five years imprisonment and up to a $5,000 fine.)
- Florida law prohibits an advisory board member from doing business with its agency (The County). Section 112.313(3) and (7), Fla. Stat.

Signature: Elliot F. Weiss Date: 6/1/21

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, June 18**, 2021. All information submitted becomes public record. If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services



Edward R. Weinberg, P.W.S. — President

Education

1987	Florida Institute of Technology Master of Science in Oceanography	Melbourne, FL
1985	St. Bonaventure University Bachelor of Science in Biology *cum laude*	St. Bonaventure, NY

Certification

Certified Professional Wetland Scientist #000670
U.S. Army Corps of Engineers Certified Wetland Delineator,
Jacksonville District (program discontinued)

Experience

1997 – present	EW Consultants, Inc. President	Stuart, FL
1987-1997	Kimley-Horn and Associates Project Scientist, Project Manager, Associate, Shareholder Office Manager – Stuart Office	Stuart, FL

Professional Affiliations

Society of Wetland Scientists
National Association of Environmental Professionals
Florida Association of Environmental Professionals
American Water Works Association
American Membrane Technology Association
Treasure Coast Builders Association

Civic Activities

St. Lucie River Initiative, Board of Directors 1995-2005
Business Development Board of Martin County, 1995-2013
President 1999-2000 and 2011-2012, 2012-2013
Martin County Leadership, Class of 1992-93
Economic Council of Martin County 1995-present
Chairman, 2007 and 2014

1000 SE Monterey Commons Blvd, Suite 208 • Stuart, FL 34996 772-287-8771 • Fax 772-287-2988
www.ewconsultants.com

Expert Testimony

Seabreeze Shoppes: Martin County, Florida, 1999 – **Wetland, endangered species, and environmental permitting testimony at 19th Circuit hearing.**

Ranger Construction Industries: Daytona Beach, Florida, 2002 – **Wetland, prescribed fire, and environmental permitting testimony in deposition and at trial for construction litigation, 7th Circuit.**

Florida Inland Navigation District: Martin County, Florida, 2003 – **Wetland and environmental permit testimony in deposition for eminent domain, not called to trial.**

Provident Land, LLC: West Palm Beach, Florida, 2004 – **Wetland and environmental permitting feasibility testimony at deposition for eminent domain, case settled before trial.**

Martin County Utilities Ch. 120 Permit Appeal: Martin County, Florida, 2004 – **Wetland qualitative evaluation and permitting advice in preparation for Ch. 120 hearing, case continued.**

City of Port St. Lucie Utilities, Port St. Lucie, Florida, 2004 – **Environmental resource permitting and resource assessment advice in preparation for administrative hearing, case settled prior to hearing.**

Scripps Phase II/Briger DRI, Palm Beach County, Florida, 2010 – **Expert testimony regarding environmental permitting and cumulative impact analysis for wetland impacts for Ch. 120 appeal of SFWMD ERP. Administrative hearing officer ruled in favor of permit issuance.**

Sunset Beach Investments, LLC v. Kimley-Horn, St. Lucie County, Florida, 2015 – **Expert testimony regarding environmental permitting and beachfront development on behalf of defendant. Testimony at deposition, case settled during trial prior to testimony.**

Village of Wellington, Big Blue, Palm Beach County, Florida, 2017 – **Expert testimony regarding vegetation clearing, wetland habitat and restoration, invasive species management, and wetland ecology. Testimony at deposition and in court hearing, case pending.**

Publications

Weinberg, Edward R. and J. Potts. 2003. *Shallow Ocean Discharge Permitting of Brackish Water Reverse Osmosis Concentrate.* **AWWA Membrane Technology Conference, Atlanta, GA.**

Weinberg, Edward R. 2002. *Importance of Concentrate Disposal in Developing Future Water Supplies.* **AMTA Bi-Annual Conference, Tampa, FL.**

Weinberg, Edward R. 2002. *A Novel Permitting Approach for Surface Water Discharge of a Membrane Softening Concentrate.* **AMTA Bi-Annual Conference, Tampa, FL.**

Weinberg, Edward R. 1999. *A Methodology for Calculating Actual Dilution of a Membrane Concentrate Discharge to Tidal Receiving Waters.* **AWWA Membrane Technology Conference, Long Beach, CA.**

Weinberg, Edward R. 1997. *A Comparison of the Laboratory Analysis and Receiving Water Effects of a Reverse Osmosis Concentrate Discharge.* **AWWA Membrane Technology Conference, New Orleans, LA.**

Whiting, David, Steve Wolfe, and Technical Advisory Committee (10 members including E. Weinberg. 1997. *Toxicity From Major-Seawater-Ion "Imbalance".* **AWWA Membrane Technology Conference, New Orleans, LA.**

Weinberg, Edward R. 1996. *A Methodology for Measuring Ion Balance Toxicity in Membrane Concentrates.* **American Desalting Association Biennial Conference and Exposition, Monterey, CA.**

Wolfe, Steve, David Whiting, and Technical Advisory Committee (10 members including E. Weinberg. 1996. *A Test Protocol for Membrane Concentrate Toxicity Resulting From an Imbalance of Seawater Ions.* **American Desalting Association Biennial Conference and Exposition, Monterey, CA.**

Weinberg, Edward R. 1995. *Ionic Imbalance Toxicity in a Reverse Osmosis Concentrate.* **AWWA Membrane Technology Conference, Reno, NV.**

Potts, John E. and E. Weinberg. 1993. *Toxicity Testing of Brackish Concentrate – Do Current Regulations Apply?* **AWWA Membrane Technology Conference, Baltimore, MD.**

Business Development Board

July 13, 2021

Appoint: 1

District 1 Commissioner **Smith**	District 2 Commissioner **Hetherington**	District 3 Commissioner **Jenkins**	District 4 Commissioner **Heard**	District 5 Commissioner **Ciampi**
Mrs. Diane Castellucci	Mrs. Diane Castellucci	Mrs. Diane Castellucci	Mrs. Diane Castellucci	Mrs. Diane Castellucci
Mr. Thomas H. Munhollen	Mr. Thomas H. Munhollen	Mr. Thomas H. Munhollen	Mr. Thomas H. Munhollen	Mr. Thomas H. Munhollen
Mrs. Kim Prescott	Mrs. Kim Prescott	Mrs. Kim Prescott	Mrs. Kim Prescott	Mrs. Kim Prescott
Mr. James M. Stuckey	Mr. James M. Stuckey	Mr. James M. Stuckey	Mr. James M. Stuckey	Mr. James M. Stuckey
Mr. Edward Weinberg *	Mr. Edward Weinberg *	Mr. Edward Weinberg *	Mr. Edward Weinberg *	Mr. Edward Weinberg *

* = incumbent

The term will begin August 1, 2021 and expire September 30, 2023.

Agenda Item Summary

File ID: 21-0719 B&C-2 **Meeting Date:** 7/13/2021

PLACEMENT: Board and Committee Appointments

TITLE:

VALUE ADJUSTMENT BOARD APPOINTMENT

EXECUTIVE SUMMARY:

After solicitation of applicants, the Board is asked to make the necessary appointment to the Value Adjustment Board.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon
Title: Executive Aide

REQUESTED BY: Clerk of the Circuit Court & Comptroller

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Value Adjustment Board was created pursuant to Florida Statute 194.015. The Board consists of two members of the governing body of the county as elected from the membership of the board of said governing body, one of whom shall be elected chairperson, and one member of the school board as elected from the membership of the school board, and two citizen members - one of whom shall be appointed by the governing body of the county and must own homestead property within the county and one of whom must be appointed by the school board and must own a business occupying commercial space located within the school district. A citizen member may not be a member or an employee of any taxing authority and may not be a person who represents property owners in any administrative or judicial review of property taxes.

The Administration Staff advised Derik Baumgartner that his term expired with the ending of the 2019 Value Adjustment Board functions. Mr. Baumgartner was provided an application to complete and return if he wished to be re-considered for the position.

An Information Release soliciting applicants was emailed via Constant Contact to the Outreach Martin and Local Media email lists which includes local Chambers of Commerce, local businesses, local media, and citizens (well over 1,500 recipients). The Information Release was also posted to the County's web page under News.

The Board is asked to appoint one individual to the Value Adjustment Board for a term to begin immediately and end when the 2020 Value Adjustment Board completes their functions.

The Administration Staff will advise the applicants of the Commission's decision which include Sunshine Law information to the appointed individual. A Chair letter and framed Certificate of Appreciation will be mailed to Mr. Baumgartner if he is not reappointed. The Chair will sign the letter and certificate.

ISSUES:

The Board is asked to appoint ONE individual to the Value Adjustment Board for a term to begin immediately and end when the 2021 Value Adjustment Board completes their functions. A voting sheet is included.

Diane Castellucci Marianne Miller

LEGAL SUFFICIENCY REVIEW:

To the extent this item contains legal issues; it has been reviewed for legal sufficiency, though it is primarily a matter of Board policy.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board appoint ONE individual to the Value Adjustment Board for a term to begin immediately and end when the 2021 Value Adjustment Board completes their functions and authorize the Chair to sign the Resolution of Appointment and letter and certificate, if necessary.

ALTERNATIVE RECOMMENDATIONS

Direct staff accordingly.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☒ Resolution
☐ Other:

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Value Adjustment Board

Created pursuant to Florida Statute 194.015

Powers & Duties:

The Board shall have the authority to meet for the following purposes:

Hearing petitions relating to assessments filed pursuant to Section 194.011(3), Fla. Stat.

Hearing complaints relating to homestead exemptions as provided for under Section 196.151, Fla. Stat.

Hearing appeals from exemptions denied, or disputes arising from exemptions granted, upon the filing of exemption applications under Section 196.011, Fla. Stat.

Hearing appeals concerning ad valorem tax deferrals, classifications.

Hearing good cause hearings pursuant to the provisions of the Florida Administrative Code 12D-10.003(8).

Ex Parte Contacts.

For those actions of the Board which are quasi-judicial in nature, to ensure that the Board review process shall occur in an atmosphere free of bias or pressure, contacts by anyone outside of a Board meeting to members of the Board are prohibited. In the event that a Board member shall receive any written, oral, graphic, or communication of any kind or nature which may directly or indirectly influence the disposition of a quasi-judicial proceeding of the Board, such ex parte communication shall be forwarded to the Clerk of the Board to be included in the record of the Board proceedings.

How Appointed:

There is a Value Adjustment Board created for each county which shall consist of two members of the governing body of the county as elected from the membership of the board of said governing body, one of whom shall be elected chairperson, and one member of the school board as elected from the membership of the school board, and two citizen members, one of whom shall be appointed by the governing body of the county and must own homestead property within the county and one of whom must be appointed by the school board and must own a business occupying commercial space located within the school district. A citizen member must NOT be a member or an employee of any taxing authority and may NOT be a person who represents property owners in any administrative or judicial review of property taxes. Any three members shall constitute a quorum of the Board except that each quorum must include at least one member of said governing board, at least one member of the school board, and at least one citizen member, and no meeting of the Board shall take place unless a quorum is present.

Terms: Citizen's terms are for the duration of each year's Value Adjustment Board. The Board of County Commissioners and their alternates are selected at their organizational meeting each November.

Meetings: An organizational meeting is held prior to the hearing.

Staff Liaison: Lar'Nesheia Ponders, Official Records Clerk I

Member	Position	Appointed	Term End
Derik Baumgartner	Citizen appointed by the County Commission	08/13/2019	07/01/2021
Doug Smith	County Commissioner	11/01/2007	11/20/2021
Sarah Heard	County Commissioner	11/18/2008	11/20/2021
Stacey Hetherington	County Commissioner - alternate	11/18/2008	11/20/2021
Ed Ciampi	County Commissioner - alternate	11/22/2016	11/20/2021
Harold Jenkins	County Commissioner - alternate	11/22/2016	11/20/2021

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2. ~~(b)~~ That the value adjustment board hold an organizational meeting for the purpose of making these procedures available to petitioners.

(b) The department shall develop a uniform policies and procedures manual that shall be used by value adjustment boards, special magistrates, and taxpayers in proceedings before value adjustment boards. The manual shall be made available, at a minimum, on the department's website and on the existing websites of the clerks of circuit courts.

Section 4. Section 194.015, Florida Statutes, is amended to read:

194.015 Value adjustment board.--There is hereby created a value adjustment board for each county, which shall consist of two ~~three~~ members of the governing body of the county as elected from the membership of the board of said governing body, one of whom shall be elected chairperson, and one member ~~two members~~ of the school board as elected from the membership of the school board, and two citizen members, one of whom shall be appointed by the governing body of the county and must own homestead property within the county and one of whom must be appointed by the school board and must own a business occupying commercial space located within the school district. A citizen member may not be a member or an employee of any taxing authority, and may not be a person who represents property owners in any administrative or judicial review of property taxes. The members of the board may be temporarily replaced by other members of the respective boards on appointment by their respective chairpersons. Any three members shall constitute a quorum of the

board, ~~except~~ that each quorum must include at least one member of said governing board, ~~and~~ at least one member of the school board, and at least one citizen member and no meeting of the board shall take place unless a quorum is present. Members of the board may receive such per diem compensation as is allowed by law for state employees if both bodies elect to allow such compensation. The clerk of the governing body of the county shall be the clerk of the value adjustment board. ~~The office of the county attorney may be counsel to the board unless the county attorney represents the property appraiser, in which instance~~ The board shall appoint private counsel who has practiced law for over 5 years and who shall receive such compensation as may be established by the board. The private counsel may not represent the property appraiser, the tax collector, any taxing authority, or any property owner in any administrative or judicial review of property taxes. No meeting of the board shall take place unless counsel to the board is present. ~~However, counsel for the property appraiser shall not be required when the county attorney represents only the board at the board hearings, even though the county attorney may represent the property appraiser in other matters or at a different time.~~ Two-fifths of the expenses of the board shall be borne by the district school board and three-fifths by the district county commission.

Section 5. Section 194.035, Florida Statutes, is amended to read:

194.035 Special magistrates; property evaluators.--

(1) In counties having a population of more than 75,000,

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

RULES OF PROCEDURE
MARTIN COUNTY VALUE ADJUSTMENT BOARD

I CREATION AND COMPOSITION OF THE VALUE ADJUSTMENT BOARD

A. The Value Adjustment Board (the "Board") is created by Section 194.015, Fla. Stat., consisting of three members from the Martin County Commission and two members from the Martin County School Board.

B. A member of the Martin County Commission shall be chair of the Board.

C. A quorum shall consist of at least three (3) members of the Board; however, the quorum shall consist of at least one member from both the School Board and the County Commission.

D. Members of the Board may be temporarily replaced by other members of the respective Boards on appointment by their respective chairs.

E. The Martin County Clerk of the Circuit Court shall be the Clerk of the Value Adjustment Board.

II FUNCTION AND AUTHORITY OF THE VALUE ADJUSTMENT BOARD

A. The Board shall have the authority to meet for the following purposes:

1. Hearing petitions relating to assessments filed pursuant to Section 194.011(3), Fla. Stat.

2. Hearing complaints relating to homestead exemptions as provided for under Section 196.151, Fla. Stat.

3. Hearing appeals from exemptions denied, or disputes arising from exemptions granted, upon the filing of exemption applications under Section 196.011, Fla. Stat.

4. Hearing appeals concerning ad valorem tax deferrals, classifications. Hearing good cause hearings pursuant to the provisions of the Florida Administrative Code 12D-10.003(8).

5. Ex Parte Contacts. For those actions of the Board which are quasi-judicial in nature, to ensure that the Board review process

shall occur in an atmosphere free of bias or pressure, contacts by anyone outside of a Board meeting to members of the Board are prohibited.

In the event that a Board member shall receive any written, oral, graphic, or communication of any kind or nature which may directly or indirectly influence the disposition of a quasi judicial proceeding of the Board, such ex parte communication shall be forwarded to the Clerk of the Board to be included in the record of the Board proceedings.

III PETITIONS

A. A petition to the Value Adjustment Board shall:

1. Be in substantially the form prescribed by the Florida Department of Revenue. (Forms DR-486 and DR-486T)

2. Describe the property by parcel number, folio number, real estate number or personal property account number.

3. Be sworn to by the petitioner.

4. State the approximate time anticipated by the petitioner to present and argue the petition.

5. Include the petitioner's estimate of fair market value as of January 1 of the current year if the petitions concern value.

6. Be filed with the Clerk of the Board. Incomplete petitions shall not be accepted. A petition shall be deemed incomplete if it fails to meet any of the requirements set forth in paragraphs 1 through 5 above. In the event that an incomplete petition has been received by the Clerk of the Board, such incomplete petition shall be returned to the petitioner with a notation that the petition may not be accepted in its incomplete form.

7. Be filed in compliance with the time periods set forth in Florida Statutes and in compliance with the filing requirements set forth in Section 193.052, Fla. Stat., as related specifically to commercial personal property. In accordance with Section 194.011(3)(d), Fla. Stat., petitions involving an exemption denial, agricultural classification or other classification denial must be <u>received, not postmarked</u>, on or before the 30th day

following the mailing of the notice of denial of the property appraiser. Petitions as to valuation issues must be received, not postmarked, by the Clerk of the Board by the 25th day following the date of the TRIM notice. Petitions received by the Clerk after the statutory deadlines are not timely filed and will not be scheduled for a hearing unless the procedure set forth in paragraph 8. below is utilized.

8. Late filed petitions will not be accepted unless such petitions contain a late file form requesting that the VAB consider the petition based on the petitioner's demonstration of good cause justifying consideration of the late petition and that the delay will not, in fact, be prejudicial to the performance of the VAB's functions in the taxing process. Such late filed petitions will be scheduled by the Clerk for consideration by the Board. Upon review of the late file form, the Board may grant or deny the request based upon the review set forth in Rule 12D-10.003(8), F.A.C. However, late filed requests filed after completion of all VAB hearings are hereby determined to cause delay which is prejudicial to the performance of the VAB in the taxing process and shall not be accepted by the Clerk and returned as untimely.

B. The individual, agent, or legal entity that signs the petition becomes an agent of the taxpayer for the purpose of serving process to obtain personal jurisdiction over the taxpayer for the entire Board proceedings, including any appeals of a Board decision by the Property Appraiser pursuant to Section 194.036, Fla. Stat.

C. Time. In computing any period of time prescribed or allowed by these rules, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. When the period of time prescribed or allowed herein is less than seven days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation. If the tenth day before a hearing is a Saturday, Sunday, or legal holiday, the information herein shall be provided no later than the previous business day.

D. Filing fees must be paid when the petition is filed. If such fees are not paid at that time, the petition will be considered invalid and shall be rejected.

E. An assessment may not be contested until a return required by Section 193.052, Fla. Stat. has been filed.

IV SPECIAL MAGISTRATES

A. The Board is required to appoint special magistrates for the purpose of taking testimony and making recommendations to the Board on petitions filed pursuant to Chapter 194, Fla. Stat.

B. Special magistrates shall be appointed by the Board from a list of those qualified individuals who are willing to serve as special magistrates for the Board. It is the Board's policy to recruit individuals who are interested in serving as special magistrates. Annually the Clerk of the Board shall take the necessary steps to inform all qualified individuals of the availability of such opportunities through the use of the medium including, but not limited to, newspapers, professional newsletters, and professional associations.

C. Qualifications for Special Magistrates pursuant to Section 194.035, Fla. Stat.:

1. Appraiser special magistrates shall be state certified real estate appraisers with no less than five (5) years' experience in real property valuation. A special magistrate appointed to hear issues regarding the valuation of tangible personal property shall be a designated member of a nationally recognized appraiser's organization with no less than five (5) years' experience in tangible personal property valuation. All appraisers shall comply with the requirements of Chapter 475, Fla. Stat.

2. A special magistrate appointed to hear issues of exemptions and classifications shall be a member of The Florida Bar with no less than five (5) years' experience in the area of ad valorem taxation.

3. Special magistrates shall not be elected or appointed officials or employees of a taxing authority or of the state.

D. A special magistrate shall be prohibited from representing a taxpayer before the Board or before any special magistrate in any tax year during which the special magistrate serves the Board as a special magistrate.

V SPECIAL MAGISTRATE HEARINGS:

A. Hearings shall be scheduled by the Clerk of the Board before either an appraiser special magistrate or an attorney special magistrate depending on the nature of the issue(s) raised by the petition.

B. Notice of Hearing shall be sent by the Clerk of the Board. The notice shall be in writing and delivered by regular mail, so the notice shall be received by the taxpayer no less than twenty five (25) calendar days prior to the day of the scheduled hearing.

The Notice of Hearing shall include a copy of the property card containing relevant information used in computing the current assessment if such card was requested by the taxpayer and is kept in the normal course of business by the property appraiser. The petition form shall include a box which may be checked by the taxpayer in order to request the property card.

C. Petitioners may be represented by an attorney or agent, but a petitioner shall not be required to retain the services of an attorney or agent and may represent their own interests. If someone other than the taxpayer or an attorney appears on behalf of the petitioner, such person shall provide, prior to the onset of the hearing, authorization in writing from the taxpayer evidencing such person's authority to appear on the taxpayer's behalf. The special magistrate shall have the authority to hear a petition, contingent on proper authorization being submitted prior to the final decision.

D. The property appraiser, or its authorized representative, may be, but need not be, represented by an attorney in defending the property appraiser's assessment or opposing an exemption.

E. The special magistrate shall call the cases on the agenda; however, the special magistrate shall not be bound by the order in which the cases appear on the agenda.

F. A petitioner shall not be required to wait for more than four (4) hours from the scheduled hearing time. If a petition is not heard in the four (4) hour period of time, the petitioner may report to the special magistrate that he or she intends to leave; and if the petitioner is not heard immediately, the petitioner's administrative remedies will be deemed to have been exhausted, and the petitioner may seek such further relief as petitioner deems appropriate. If a petitioner leaves a

scheduled meeting for undue delay, the special magistrate is not precluded from considering the petition.

G. If after notice of hearing a party does not appear, the hearing may be conducted and the special magistrate may, based on the evidence submitted, make recommendations to the Board in the absence of the party.

H. A verbatim record of the proceedings shall be made by digital and/or tape recording and shall be retained by the clerk of the Board for a period of not less than four (4) years. In addition, the clerk shall retain and index to the verbatim record all documentary evidence. Proof of any documentary evidence shall be preserved and made available to the Florida Department of Revenue. Nothing herein shall be deemed to prohibit any party from providing a court reporter for the proceedings.

I. All testimony shall be under oath; provided, however, if a person refuses to be sworn for any reason whatsoever, the special magistrate shall not assign unsworn testimony the same weight or credibility as sworn testimony in its deliberations.

J. As required by Section 194.011(4)(a), Fla. Stat., subsequent to the mailing or sending of the Notice of Hearing, and at least fifteen (15) days before the scheduled hearing, the petitioner shall provide to the property appraiser, through the Board staff, a list and summary of evidence to be presented at the hearing. The list and summary must be accompanied by copies of documentation to be presented at the hearing. The summary shall be sufficiently detailed as to reasonably inform a party of the general subject matter of the witness' testimony, and the name and address of each witness.

K. As required by Section 194.011(4)(b), Fla. Stat., no later than seven (7) days before the scheduled hearing if the petitioner provides the information required in paragraph J. above, and if requested in writing by the petitioner, the property appraiser shall provide to the petitioner, and provide a copy to the Board staff, a list and summary of evidence to be presented at the hearing. The list and summary must be accompanied by copies of the documentation to be presented at the hearing. The summary shall be sufficiently detailed as to reasonably inform a party of the general subject matter of the witness' testimony, and the name and address of each witness. The evidence list must contain the property record card if provided by the clerk. Failure of the property appraiser to timely comply with the requirements of this

paragraph shall result in the rescheduling of the hearing.

L. If the taxpayer does not provide the information to the property appraiser at least fifteen (15) days prior to the hearing pursuant to subsection J above, the property appraiser need not provide the information to the taxpayer pursuant to subsection K above.

M. The exchange in subsections J through K above shall be delivered by regular or certified U.S. mail, personal delivery, overnight mail, FAX or e-mail. It shall be sufficient if at least three (3) fax or email attempts are made to such address. If more than one fax number is provided, three (3) attempts must be made for each number to satisfy this requirement. The petitioner and property appraiser may agree to a different timing and method of exchange. "Provided" means made available in the manner designated by the property appraiser or by the petitioner in his/her submission of information, as via email, facsimile, U.S. mail, or at the property appraiser's office for pick up. If the petitioner does not designate his/her desired manner for receiving the property appraiser's information, the information shall be provided by the property appraiser by depositing it in the U.S. mail. The information shall be sent to the address listed on the petition form; however, it may be submitted to an email or fax address if given.

N. In computing any period of time prescribed or allowed by these rules, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. If the fifteenth day before a hearing is a Saturday, Sunday, or legal holiday, the information under the subsection J. shall be provided no later than the previous business day.

O. The parties may call and examine witnesses, introduce evidentiary materials, cross examine witnesses and rebut evidence. The Special Magistrate shall not take any general action regarding compliance with the exchange of evidence requirements, but any action on each petition shall be considered on a case by case basis. Any action shall be based on a consideration of whether there has been a substantial noncompliance with the exchange requirements and shall be taken at a scheduled hearing and be based on evidence presented at such hearing. A property appraiser shall not appear at the hearing and use undisclosed evidence that was not supplied to the petitioner as required. The normal remedy for such noncompliance shall be a

rescheduling of the hearing to allow the petitioner an opportunity to review the information of the property appraiser.

P. No evidence shall be considered by the special magistrate except when properly presented during the time scheduled for the petitioner's hearing or at a time when the petitioner has been given reasonable notice.

Q. No petitioner may present for consideration, nor may a board or special magistrate accept for consideration, testimony or other evidentiary materials that were requested of the petitioner in writing by the property appraiser of which the petitioner had knowledge and denied to the property appraiser.

R. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. All relevant evidence shall be admitted if petitioner complied with the disclosure requirement set forth above, and it is the type of evidence upon which reasonable and responsible persons would normally rely in the conduct of business affairs, regardless of the existence of any common law or statutory rule which might make such evidence inadmissible over objections in a trial in a court of Florida. The special magistrate may exclude irrelevant, immaterial or unduly repetitious evidence.

S. Hearsay evidence may be accepted for the purpose of supplementing or explaining any direct evidence, but such hearsay evidence shall not, in itself, be considered sufficient to support a finding or decision unless the evidence would be admissible, over objections, in civil actions.

T. The special magistrate shall have the authority to ask questions at any time of either party, the witnesses, or staff.

U. At the conclusion of the presentation of the evidence and the taking of testimony, the special magistrate shall make a recommendation to the Board. The recommendation shall include ultimate and basic findings of fact. The recommendation shall include the nature of the change made and indicate the just, taxable, and exempt value before and after the change. The special magistrate's recommendations shall be announced orally at the conclusion of the presentation; provided, however, the special magistrate may defer ruling for good cause and, in such event, the parties shall be notified by the Clerk of the special magistrate's recommendation. In addition, the recommendations of the special magistrate shall be reduced to writing and served on the taxpayer and property appraiser. Service shall be made by delivering

a copy or mailing it to the taxpayer and property appraiser. Service by mail shall be complete upon mailing.

V. Reschedule/Continuance. The petitioner shall have the right to reschedule a hearing a single time by submitting to the Clerk a written request to reschedule, no less than five (5) calendar days before the day of the originally scheduled hearing. Any additional transfer/rescheduling request shall be made prior to the date of the scheduled hearing and shall be granted only upon proof of: (a) death in the petitioner's immediate family; (b) medical conditions which prevent the petitioner's appearance; (c) jury duty; (d) time-certain court appearance; (e) prepaid travel plans; (f) incarceration; or (g) failure of the property appraiser to furnish evidence as required in Section 194.011, Fla. Stat. If a reschedule/continuance has not been granted by the Board staff pursuant to the authority specifically delegated by the Board, the hearing shall be conducted and a recommendation entered in the absence of the party.

W. The special magistrate may request legal opinions from the Office of the County Attorney. The special magistrate shall receive all testimony and evidence and prepare a written request for a legal opinion which shall state the legal issue and include the relevant facts. The special magistrate may request that information from the petitioner and property appraiser be included with the request.

X. Hearing procedures: Neither the Board nor the special magistrate shall take any general action regarding compliance with this section, but any action on each petition shall be considered on a case by case basis. Any action shall be based on a consideration of whether there has been a substantial noncompliance with this section, and shall be taken at a scheduled hearing and based on evidence presented at such hearing. "General action" means a prearranged course of conduct not based on evidence received in a specific case at a scheduled hearing on a petition. A property appraiser shall not appear at the hearing and use undisclosed evidence that was not supplied to the petitioner as required. The normal remedy for such noncompliance shall be a rescheduling of the hearing to allow the petitioner an opportunity to review the information of the property appraiser.

VI VALUE ADJUSTMENT BOARD MEETINGS

A. All recommendations of the special magistrates shall be submitted to the Board for consideration and action by the Board. The Board may act on such recommendations without the necessity of further hearing.

The Board may conduct a full review of a recommendation only if a majority of the Board agrees to such review.

B. In each case, except when a complaint is withdrawn by the petitioner or is acknowledged as correct by the property appraiser, the value adjustment board shall render a written decision. All such decisions shall be issued within twenty (20) calendar days of the last day the board is in session under Section 194.032, Fla. Stat. The decision of the board shall contain findings of fact and conclusions of law and shall include reasons for upholding or overturning the determination of the property appraiser. When a special magistrate has been appointed, the recommendations of the special magistrate shall be considered by the board. The Clerk, upon issuance of the decisions, shall, on a form provided by the Department of Revenue, notify by first-class mail each taxpayer, the property appraiser, and the Department of the decision of the board.

C. A verbatim record of the proceedings shall be made by digital and/or tape recording and shall be retained by the clerk of the Board for a period of not less than four (4) years. In addition, the clerk shall retain and index to the verbatim record all documentary evidence. Nothing herein shall be deemed to prohibit any party from providing a court reporter for the proceedings.

D. All testimony shall be under oath; provided, however, if a person refuses to be sworn for any reason whatsoever, the Board shall not assign unsworn testimony the same weight or credibility as sworn testimony in its deliberations.

E. Further relief shall be provided pursuant to the provisions of Section 194.036, Fla. Stat.

VII PROCEDURES FOR REMAND BY THE VALUE ADJUSTMENT BOARD

A. In the event that the property appraiser's assessment is determined to be erroneous pursuant to the provisions of Section 194.301, Fla. Stat., and the record lacks competent, substantial evidence meeting the just value criteria set forth in Section 193.011, Fla. Stat., the matter shall be remanded to the property appraiser by the Board.

B. The remand shall include appropriate and specific direction from the Board.

C. The property appraiser shall conduct a review of the assessment and,

within fifteen (15) calendar days of the remand by the Board, shall notify the petitioner by certified mail and notify the Board, in writing, of the results of the review assessment.

D. Petitioner shall have fifteen (15) calendar days from receipt of the notice to request a continuation of the hearing. In the event the petitioner desires a continuation of the hearing following notice of the review of the assessment by the property appraiser, a hearing shall be scheduled before a special magistrate and shall be conducted pursuant to the rules set forth above for a special magistrate hearing.

VIII DISCLOSURE OF TAX IMPACT

A. After hearing all petitions, complaints, appeals and disputes, the clerk shall make public notice of the findings and results of the board pursuant to the guidelines set forth in Sections 194.037(1) and (2), Fla Stat.

B. The form of the notice, including appropriate narrative and column descriptions, shall be prescribed by department rule and shall be brief and nontechnical to minimize confusion for the average taxpayer.

MARTIN COUNTY
Info Release

www.martin.fl.us 2401 SE Monterey Road, Stuart, Florida 34996

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For immediate release: June 01, 2021
Contact: Donna Gordon, Administration, 772.288.5756 or dgordon@martin.fl.us

VALUE ADJUSTMENT BOARD VACANCY

The Martin County Board of County Commissioners is seeking applications from individuals interested in being considered for appointment to fill a vacancy on the **Value Adjustment Board**. All individuals serve without compensation and are requested to submit an Application for Appointment to Martin County Administration **by Friday, June 18,** 2021. For an Application, please call Martin County Administration 288-5756 or send email to dgordon@martin.fl.us.

Vacant Citizen Position: The citizen must own homestead property within the County, may NOT be a member or an employee of any taxing authority, and may NOT be a person who represents property owners in any administrative or judicial review of property tax. The term for this position will begin immediately and end when the Board completes their functions for 2021.

Powers & Duties:
The Value Adjustment Board hears petitions relating to assessments, hears complaints relating to homestead exemptions, hears appeals from exemptions denied or disputes arising from exemptions granted, and hears appeals concerning ad valorem tax deferrals, classifications.

Meetings are typically held twice a year, during the daytime, at the Administrative Center, 2401 SE Monterey Road, Stuart. The Organizational Meeting will be held in August or September 2021 at 10:00 AM at the Administrative Center.

Florida Law prohibits an advisory board member from doing business with its agency (the County). Section 112.313(3) and (7), Fla. Stat.

-end-

dg/ADM

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 21-7.X

A RESOLUTION PERTAINING TO THE APPOINTMENT OF A MEMBER TO THE VALUE ADJUSTMENT BOARD

WHEREAS, the Value Adjustment Board was established pursuant to Florida Statute 194.015; and

WHEREAS, Florida Statute 194.015 establishes the number of members and the required qualifications of such members; and

WHEREAS, the following individual meets the described qualifications and is aware of the purpose, duties, and responsibilities of service on the Value Adjustment Board.

NOW THEREFORE BE IT RESOLVED THAT, the Board of County Commissioners hereby appoints NAME to serve on the Value Adjustment Board for a term to begin immediately and end when the 2021 Value Adjustment Board completes their functions.

Duly adopted this 13th day of July 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

APPLICATION FOR APPOINTMENT – Martin County Value Adjustment Board – Please Print

Type of Member: The citizen must own homestead property within Martin County, may NOT be a member or an employee of any taxing authority, and may NOT be a person who represents property owners in any administrative or judicial review of property tax.

Check One: ☐ Mr. ☒ Mrs. (widow) ☐ Ms. ☐ Miss ☐ Dr.

Name: Diane Castellucci

RECEIVED
By Donna Gordon at 10:18 am, Jun 21, 2021

Residence Address: 2743 SW Glenmoor Way, Palm City, Florida, 34990
Street - City - Zip Code

Mailing Address: same as above
(if different)
Street - City - Zip Code

Commission District in which you reside: 5dg Staff will complete.

Are you available year round to attend meetings? ☒ yes ☐ no If **no**, what months **are** you available?

Telephone numbers: daytime: (973) 610-7910 alternate: _____ alternate: _____
~ Area Codes are considered 772 unless you note otherwise.

EMAIL: dcast1229@gmail.com

Have you ever pled guilty or "no contest" to a crime, been convicted of a crime, had adjudication withheld, prosecution deferred, been placed on probation, received a suspended sentence or forfeited bail in connection with any offense (except minor traffic violations)? Please show all convictions, including driving while intoxicated (DUI) convictions. ☐ yes ☒ no If yes, please provide the following information:

TYPE OF OFFENCES: _____

DATES: _____

PLACES (city/state): _____

SENTENCES OR FINES: _____

A conviction record does not necessarily disqualify you for consideration. Factors such as age at time of offense, nature of violation, and rehabilitation will be considered. The Martin County Board of County Commissioners retains the right to remove, at will, any appointee to a Board or Committee with or without cause.

- Address of homestead property in Martin County *if other than Residence or Mailing address*:

→ CONTINUED →

EDUCATION/EXPERIENCE: A resume is recommended to be attached containing this and any other information that would be helpful to the Board in evaluating your application. Resume or letter of qualifications attached? ☒ yes ☐ no

Education: see attached

Employment Experience: Citibank 1977 - 1983 - Customer service representative

HSBC Bank 1983-2000 - retired as a Senior Vice President

Other experience you feel would be helpful to the Board in making this appointment:

see attached

Community Experience and Affiliations: Coordinated a bereavement group for Holy Redeemer Church; volunteered at Hospice community events; served as an ambassador for Helping People Succeed.

Other County Boards/Committees/Task Forces on which you have served: Vice President of the Republican Club of Martin County; Member of the Republican Executive Board (see attached)

Do you or any member of your immediate family work for Martin County or hold a position that might conflict with your duties for this Board/Committee/Task Force? If yes, please explain:

No

REFERENCES: Please list two references:

Lorraine Martuciello - President of the Republican Club of Martin County

Darlene Van Riper - Executive Director of the Republican Executive Committee

- Applicants may be required by State Law and County Ordinance to file a Financial Disclosure Statement as part of the appointment process.
- Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true. (Pursuant to Section 92.525 Florida Statutes, falsifying this application is a Third Degree Felony punishable by up to five years imprisonment and up to a $5,000 fine.)
- Florida law prohibits an advisory board member from doing business with its agency (the County). Section 112.313(3) and (7), Fla. Stat.

➔ Signature: Diane Castelluccí Date: 6/10/2021

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, June 18**, 2021. All information submitted becomes public record. If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.

Diane Castellucci

2743 SW Glenmoor Way
Palm City, Florida 34990

Education

I graduated from Bay Ridge High School as an honors student ranked 2nd in my class from over several hundred students. I was offered numerous academic scholarships from several colleges but due to family financial circumstances I was not able to attend college full-time. Instead I attended Staten Island Community College at night.

Later as a bank employee my academic potential was recognized. My employer offered me the opportunity to take college classes to increase my knowledge base and advance my professional development. The company paid the tuition for the coursework. I received a certificate from Pace University's Graduate School of Business and Finance. I went on to serve as a credit officer for the bank, issuing commercial loans to customers. I also attended Columbia University's business school and received a Certificate of Achievement in Customer Relations.

Work Experience

Senior Vice President, HSBC Bank, New York, NY 1983-2000
HBSC was an international bank with offices world-wide

- Responsible for branch operations in over 60 branches in NYC, Long Island, and Westchester.
- Responsible for community relations and business opportunities in the NYC, Long Island and Westchester County regions.
- Coordinated the transition process for bank acquisitions including the staff training, logistical conversions, signage, personnel and vender negotiations.
- Reviewed the annual progress of the branches including profitability.
- Responsible for determining closures and relocations, keeping an eye on local ordinances and the community impact.
- Worked with community leaders to support community events.
- Supported local businesses through commercial loans upwards of $1Million.

Volunteer Experience

Member, The Red Cross

- Coordinated bank activities to support the Red Cross, as well as fundraising efforts.

Member, NAACP of Westchester County

- Coordinated bank involvement with officers worldwide with regards to local community activities

Member, The United Way of Greater New York

- Represented the bank for over 10 years, coordinating volunteer activities and fundraising in the NYC, Long Island and Westchester County regions.

***Bereavement Counselor*, Holy Redeemer Church**

- **Certified bereavement counselor, serving as the facilitator for bereaved family members in the local community.**

***Member*, Helping People Succeed**

- **Coordinated fundraisers for expectant mothers in-need of assistance and supplies for their newborns.**
- **Solicited contributions from local businesses to support the organization.**

***President*, Oak Ridge Townhouse Community, Oak Ridge, NJ**

- **Worked with the rest of the board to negotiate contracts for community development and building enhancements**
- **Served on the beautification committee for the development coordinating project management for the grounds.**

<u>Boards & Clubs</u>

***Vice President*, The Republican Club of Martin County**
***Member*, Martin County Executive Committee**
***Advocate for Pro-Life* in the 40 Day for Life Movement**
***Member of the original* Tea Party that marched in Washington in 2009; participated in demonstrations in Orlando, Stuart, New Jersey and New York.**

APPLICATION FOR APPOINTMENT – Martin County Value Adjustment Board – Please Print

Type of Member: The citizen must own homestead property within Martin County, may NOT be a member or an employee of any taxing authority, and may NOT be a person who represents property owners in any administrative or judicial review of property tax.

ENTERED
JUN – 7 2021

Check One: ☐ Mr. ☐ Mrs. ■ Ms. ☐ Miss ☐ Dr.

Name: MARIANNE MILLER

Residence Address: 980 SW BROMELIA TER. STUART, FL. 34997
Street - City - Zip Code

Mailing Address: _____
(if different) Street - City - Zip Code

Commission District in which you reside: 4 04 Staff will complete.

Are you available year round to attend meetings? ■ yes ☐ no If **no**, what months **are** you available?

_____

Telephone numbers: daytime: 341-7289 alternate: _____ alternate: _____
~ Area Codes are considered 772 unless you note otherwise.

EMAIL: babesoundgirl@yahoo.com

Have you ever pled guilty or "no contest" to a crime, been convicted of a crime, had adjudication withheld, prosecution deferred, been placed on probation, received a suspended sentence or forfeited bail in connection with any offense (except minor traffic violations)? Please show all convictions, including driving while intoxicated (DUI) convictions. ☐ yes ■ no If yes, please provide the following information:

TYPE OF OFFENCES: _____

DATES: _____

PLACES (city/state): _____

SENTENCES OR FINES: _____

A conviction record does not necessarily disqualify you for consideration. Factors such as age at time of offense, nature of violation, and rehabilitation will be considered. The Martin County Board of County Commissioners retains the right to remove, at will, any appointee to a Board or Committee with or without cause.

- Address of homestead property in Martin County *if other than Residence or Mailing address*:

_____

→ CONTINUED →

EDUCATION/EXPERIENCE: A resume is recommended to be attached containing this and any other information that would be helpful to the Board in evaluating your application. Resume or letter of qualifications attached? ☐ yes ☐ no

Education: BA ELEMENTARY EDUCATION FAU BOCA RATON 1973

Employment Experience: REAL ESTATE, BUILDING HOMES AND SCHOOLS. PROJECT MANAGER, SCHOOL DISTRICT PBC 23yrs.

Other experience you feel would be helpful to the Board in making this appointment:

STATE CERTIFIED BUILDING CONTRACTOR
" " ROOFING CONTRACTOR
" " BUILDING INSPECTOR

Community Experience and Affiliations:

NAWIC (NATIONAL ASSOC OF WOMEN IN CONSTRUCTION.
FEFPA (FLORIDA EDUCATORS FACILITIES PLANNERS ASSOC)

Other County Boards/Committees/Task Forces on which you have served:

NONE

Do you or any member of your immediate family work for Martin County or hold a position that might conflict with your duties for this Board/Committee/Task Force? If yes, please explain:

NO

REFERENCES: Please list two references:

Toni FITCH [redacted] - 561-644-8551
DEBBIE WOOD 772-528-2369

- Applicants may be required by State Law and County Ordinance to file a Financial Disclosure Statement as part of the appointment process.
- Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true. (Pursuant to Section 92.525 Florida Statutes, falsifying this application is a Third Degree Felony punishable by up to five years imprisonment and up to a $5,000 fine.)
- Florida law prohibits an advisory board member from doing business with its agency (the County). Section 112.313(3) and (7), Fla. Stat.

➔ Signature: Marianne Miller Date: 6/3/2021

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, June 18**, 2021. **All information submitted becomes public record.** If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.

Value Adjustment Board

July 13, 2021

Appoint: 1

District 1 Commissioner **Smith**	District 2 Commissioner **Hetherington**	District 3 Commissioner **Jenkins**	District 4 Commissioner **Heard**	District 5 Commissioner **Ciampi**
Mrs. Diane Castellucci	Mrs. Diane Castellucci	Mrs. Diane Castellucci	Mrs. Diane Castellucci	Mrs. Diane Castellucci
Ms. Marianne Miller	Ms. Marianne Miller	Ms. Marianne Miller	Ms. Marianne Miller	Ms. Marianne Miller

* = incumbent

The term will begin immediately and end when the 2021 Value Adjustment Board completes their functions.

File ID: 21-0886 PH-1 **Meeting Date:** 7/13/2021

PLACEMENT: Public Hearings

TITLE:

PUBLIC HEARING TO CONSIDER ADOPTION OF AN ORDINANCE AMENDING DIVISION 8 OF ARTICLE 4 IN THE LAND DEVELOPMENT REGULATIONS REGARDING MINING STANDARDS

EXECUTIVE SUMMARY:

The Board of County Commissioners is asked to consider adoption of an ordinance amending Division 8 of Article 4 of the Land Development Regulations to create Section 4.348 Mining Standards for mining operations. The ordinance was originally scheduled for consideration on June 22, 2021 but was continued to July 13, 2021.

DEPARTMENT: Public Works

PREPARED BY: **Name:** Michelle Cullum, P.E.
Title: Development Review Administrator

REQUESTED BY: Frank Poma - Manager, Palm City Holdings, LLC

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Martin County received a request on behalf of Palm City Holdings, LLC to increase the allowable depth of excavation in a mining operation from twenty (20) feet to forty (40) feet below the water control elevation. The water control elevation is also known as the wet season water table.

Currently, Division 8 of Article 4 provides for a maximum lake depth of twenty (20) feet below the water control elevation. If the proposed excavation exceeds fifteen (15) feet below the water control elevation, then the applicant is required to provide soil and geological assessments that fully address potential impacts upon the water quality of the aquifers and surrounding wells. This provision is found in Section 4.347.A.6 and is referenced below:

> *Section 4.347.A.6 Maximum depth. The depth of an excavated body of water shall not exceed twenty (20) feet as measured from the water control elevation to the bottom. For excavation proposed deeper than fifteen (15) feet below the water control elevation, the applicant shall provide soil and geological assessments that fully determine the subsurface soils and groundwater conditions, fully determine the proximity to the subsurface aquifers and confining layers, and address the potential impacts upon the water quality of the aquifers and surrounding wells. All such assessments shall be prepared by a Professional Engineer or Professional Geologist licensed in the State of Florida qualified to provide the*

required information.

The Board of County Commissioners recently adopted an ordinance that created an application for Mining Operation development; however, it did not provide separate standards for mining operations. Staff has been working with the applicant and the applicant's professional consultants to propose more stringent standards for excavation when mining operations exceed the maximum allowable depth of twenty (20) feet as established in Division 8. This proposed ordinance would further amend Article 4, Division 8 by creating Section 4.348. Mining Standards for mining operations.

ISSUES:

Staff does not have the expertise to render an opinion regarding this request and is relying on the applicant to present justification for this request. Furthermore, the County does not have a Professional Engineer or Professional Geologist that is qualified to evaluate the required information that certifies the water quality of the aquifers and surrounding wells will not be impacted when excavating deeper than fifteen (15) feet. Should the Board approve such an amendment, independent technical consultants and experts should be retained to properly evaluate applications for Mining Operation development, as necessary.

LEGAL SUFFICIENCY REVIEW:

This is a legislative matter. Legislative decisions are those in which the local government formulates policy rather than applying specific rules to a particular situation. A local government's approval or denial of an issue in its legislative capacity is typically subject to a fairly debatable standard of review. Fairly debatable means that the government's action must be upheld if reasonable minds could differ as to the propriety of the decision reached. Decisions subject to the fairly debatable standard of review need only be rationally related to a legitimate public purpose, such as the health, safety, and welfare of the public, to be valid. Given this broad discretion, only decisions that arbitrary and capricious or illegal are subject to serious legal challenge.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board consider the applicant's request and provide direction to Staff.

ALTERNATIVE RECOMMENDATIONS

1. Move that the Board adopt the proposed ordinance amending Article 4, Division 8 - Excavating, Filling, and Mining to create Section 4.348 Mining Standards with revisions as directed by the Board.
2. Move that the Board adopt the proposed ordinance amending Article 4, Division 8 - Excavating, Filling, and Mining to create Section 4.348 Mining Standards as presented.
3. Do not adopt the ordinance.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement

☐ Grant / Application ☐ Notice ☒ Ordinance ☐ Resolution

☐ Other:

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

ORDINANCE NUMBER ____

AN ORDINANCE OF MARTIN COUNTY, FLORIDA, REGARDING EXCAVATING, FILLING AND MINING; AMENDING ARTICLE 4, SITE DEVELOPMENT STANDARDS; DIVISION 8, EXCAVATION, FILLING AND MINING, LAND DEVELOPMENT REGULATIONS, MARTIN COUNTY CODE; PROVIDING FOR APPLICABILITY, CONFLICTING PROVISIONS, SEVERABILITY, FILING WITH THE DEPARTMENT OF STATE, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 125, Florida Statutes, confers upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Land Development Regulations currently include regulations regarding excavating, filling, and mining; and

WHEREAS, pursuant to a request from an applicant to amend the existing regulations, Section 4.348 Mining Standards has been proposed; and

WHEREAS, the Local Planning Agency and the Board of County Commissioners have provided for full public participation in the review of the proposed amendment of the Land Development Regulations; and

WHEREAS, the Board of County Commissioners finds the proposed amendment consistent with the goals, objectives and policies of the Comprehensive Growth Management Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS, MARTIN COUNTY, FLORIDA, THAT:

PART 1. ARTICLE 4, SITE DEVELOPMENT STANDARDS; DIVISION 8, EXCAVATING, FILLING AND MINING, LAND DEVELOPMENT REGULATIONS, MARTIN COUNTY is amended as followed:

Section 4.348. Mining Standards

All excavation and fill that is associated with a mining operation that proposes to exceed the maximum allowable depth established in Section 4.347.A.6 must meet the following minimum standards.

4.348.A. *General.*

1. *Minimum site size.* No mining operation shall occur on a site that is less than forty (40) acres.

2. *Minimum soil sampling.* The geological and hydrological assessments shall be based on soil sampling to a minimum depth of fifty (50) feet at least once per every acre of the mining operation.

4.348.B. *Excavation standards.*

1. *Minimum distance from rights-of-way.* No excavation associated with a mining operation shall be allowed within one hundred (100) feet of any road right-of-way or easement as measured from the water control elevation of the open body of water unless approved by the County Engineer.

2. *Minimum distance from property lines.* No excavation associated with a mining operation shall be allowed within one hundred (100) feet of any property line as measured from the water control elevation of the open body of water unless approved by the County Engineer.

3. *Minimum distance from wetlands.* The excavation associated with a mining operation near wetlands shall be designed and operated such that the natural hydroperiod of wetlands shall not be altered, and wetlands shall be protected from siltation and eutrophication. See Divisions 1 and 2 of this Article for more information.

4. *Minimum distance from wells and septic systems*. No excavation associated with a mining operation shall be allowed within three hundred (300) feet of an existing well or septic system as measured from the water control elevation of the open body of water.

5. *Maximum depth.* The depth of a mining operation shall not exceed forty (40) feet as measured from the water control elevation to the bottom. The applicant shall provide a certification by a Professional Engineer or Professional Geologist licensed in the State of Florida qualified to provide the required information that certifies the water quality of the aquifers and surrounding wells will not be impacted. Such certification shall be supported by geological and hydrological assessments that fully demonstrate the subsurface soils and groundwater conditions and fully demonstrate the proximity to the subsurface aquifers and confining layers.

6. *Maximum side slopes.* Excavation associated with a mining operation shall not exceed one foot vertical to four feet horizontal from the top of bank to a depth of three feet below the control elevation. Below the depth of three feet from the water control elevation, the excavation shall not exceed one foot vertical to two feet horizontal.

8. *Dewatering.* For excavation associated with a mining operation, the maximum depth of dewatering shall be fifteen (15) feet as measured

from the control elevation. A dewatering plan in accordance with Section 4.343.B shall be approved by the County Engineer in conjunction with the applicable development approval.

9. *Dredging*. Excavation associated with a mining operation below fifteen (15) feet of the wet season water table shall be dredged. The processing area for the dredged material shall be depicted on a Final Site Plan and shall be designed to retain all silt and water on-site. The processed material shall be directed through a channel around the open body of water and conveyed back to the open body of water.

10. *Blasting.* Blasting is prohibited in a mining operation.

4.348.C. *Fill Standards.* Fill quality and maximum side slopes shall be in accordance with Section 4.347.B.

4.348.D. *Technical consultants*. The County shall have the right to retain independent technical consultants and experts that it deems necessary to properly evaluate applications for mining operation development and to charge reasonable fees as necessary to offset the cost of such evaluations.

Secs. 4.3489 - 4.380. Reserved.

PART 2. APPLICABILITY OF ORDINANCE

This ordinance shall be applicable in the unincorporated area of Martin County.

PART 3. CONFLICTING PROVISIONS

Special acts of the Florida Legislature applicable only to unincorporated areas of Martin County, County ordinances and County resolutions, or parts thereof, in conflict with this ordinance are hereby superseded by this ordinance to the extent of such conflict, except for ordinances concerning the adoption or amendment of the Comprehensive Plan.

PART 4. SEVERABILITY

If any portion of this ordinance is for any reason held or declared to be unconstitutional, inoperative or void, by a court of competent jurisdiction, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances by a court of competent jurisdiction, such holding shall not affect its applicability to any other person, property or circumstances.

PART 5. FILING WITH DEPARTMENT OF STATE

The Clerk shall be and is hereby directed forthwith to scan this ordinance in accordance with Rule 1B-26.003, Florida Administrative Code, and file same with the Florida Department of State via electronic transmission.

PART 6. CODIFICATION

Provisions of this ordinance shall be incorporated in the County Code, except parts 6 through 11 shall not be codified. The word "ordinance" may be changed to "section," "article" or other word, and the sections of this ordinance may be renumbered or re-lettered.

PART 11. EFFECTIVE DATE

This ordinance shall take effect upon filing with the Department of State.

DULY PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

ATTEST:

BOARD OF COUNTY COMMSSIONERS
MARTIN COUNTY, FLORIDA

_____
CAROLYN TIMMANN, CLERK
OF THE CIRCUIT COURT
AND COMPTROLLER

_____
STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
KRISTA A. STOREY, SENIOR
ASSISTANT COUNTY ATTORNEY

Israel, Hamas agree to ceasefire after 11 days

War brings deaths, injuries and destruction to Gaza

Fares Akram and Joseph Krauss
ASSOCIATED PRESS

JERUSALEM – Israel and Hamas agreed to a cease-fire Thursday, halting a bruising 11-day war that caused widespread destruction in the Gaza Strip, brought life in much of Israel to a standstill and left more than 200 people dead.

At 2 a.m. local time, just as the cease-fire took effect, frenzied life returned to the streets of Gaza. People went out of their homes, some shouting "Allahu Akbar" or whistling from balconies. Many fired in the air, celebrating the truce.

Like the three previous wars between the bitter enemies, the latest round of fighting ended inconclusively. Israel claimed to inflict heavy damage on Hamas, but once again was unable to halt the Islamic militant group's nonstop rocket barrages. Almost immediately, Israeli Prime Minister Benjamin Netanyahu faced angry accusations from his hard-line, right-wing base that he stopped the operation too soon.

Hamas, the Islamic militant group sworn to Israel's destruction, also claimed victory. But it now faces the daunting challenge of rebuilding in a territory already suffering from poverty, widespread unemployment and a raging coronavirus outbreak.

Netanyahu's office said his Security Cabinet had unanimously accepted an Egyptian cease-fire proposal after recommendations from Israel's military chief and other top security officials. A statement boasted of "significant achievements in the operation, some of which are unprecedented."

It also included a veiled threat against Hamas. "The political leaders emphasized that the reality on the ground will determine the future of the campaign," the statement said.

The fighting erupted on May 10, when Hamas militants in Gaza fired long-range rockets toward Jerusalem. The barrage came after days of clashes between Palestinian protesters and Israeli police at the Al-Aqsa Mosque compound. Heavy-handed police tactics at the compound, built on a site holy to Muslims and Jews, and the threatened eviction of dozens of Palestinians by Jewish settlers had inflamed tensions.

The competing claims to Jerusalem lie at the heart of the Israeli-Palestinian conflict and have repeatedly triggered bouts of violence in the past.

Hamas and other militant groups fired over 4,000 rockets into Israel throughout the fighting, launching the projectiles from civilian areas at Israeli cities. Dozens of projectiles flew as far north as Tel Aviv, the country's bustling commercial and cultural capital.

Thousands gathered Friday morning in the southern Gaza Strip town of Khan Younis outside the family house of Mohammed Dief, the shadowy Hamas commander who had ordered the rocket attacks. Supporters shouted "victory" and waved green Hamas flags.

Israel, meanwhile, carried out hundreds of airstrikes targeting what it said was Hamas' military infrastructure, including a vast tunnel network.

At least 230 Palestinians were killed, including 65 children and 39 women, with 1,710 people wounded, according to the Gaza Health Ministry, which does not break the numbers down into fighters and civilians. Twelve people in Israel, including a 5-year-old boy and 16-year-old girl, were killed.

The United States, Israel's closest and most important ally, initially backed what it said was Israel's right to self-defense against indiscriminate rocket fire. But as the fighting dragged on and the death toll mounted, the Americans increasingly pressured Israel to stop the offensive.

In a rare public rift, Netanyahu on Wednesday briefly rebuffed a public call from President Joe Biden to wind things down, appearing determined to inflict maximum damage on Hamas in a war that could help save his political career.

But late Thursday, Netanyahu's office announced the cease-fire agreement. Hamas quickly followed suit. Militants continued to launch sporadic rocket at Israel early Friday before the 2 a.m. cease-fire took effect.

In Washington, Biden hailed the cease-fire. "I believe we have a genuine opportunity to make progress, and I'm committed to working for it," he said.

Biden said the U.S. was committed to helping Israel replenish its supply of interceptor missiles for its Iron Dome rocket-defense system and to working with the internationally recognized Palestinian Authority – not Hamas – to provide humanitarian aid to Gaza.

Netanyahu quickly came under heavy criticism from members of his hawkish, nationalist base. Gideon Saar, a former ally who now leads a small party opposed to the prime minister, called the cease-fire "embarrassing."

In a potentially damaging development for the Israeli leader, the Palestinian militants claimed Netanyahu had agreed to halt further Israeli actions at the Al Aqsa Mosque and to call off the planned evictions of Palestinians in the nearby Sheikh Jarrah neighborhood.

An Egyptian official said only that tensions in Jerusalem "will be addressed." He spoke on condition of anonymity because he was discussing behind-the-scenes negotiations and provided no details.

Itamar Ben Gvir, head of the far-right Jewish Power party, tweeted that the cease-fire was "a grave surrender to terrorism and the dictates of Hamas."

The cease-fire comes at a sensitive time for Netanyahu. In the wake of an inconclusive election in March, Netanyahu failed to form a majority coalition in parliament. His opponents now have until June 2 to form an alternative government of their own.

The war greatly complicated the efforts of his opponents, who include both Jewish and Arab parties and were forced to suspend their negotiations in such a fraught environment. But the inconclusive outcome of the war could give them renewed momentum to restart those talks.

Meanwhile in Gaza, a Hamas spokesman, Abdelatif al-Qanou, said Israel's announcement was a "declaration of defeat." Nonetheless, the group said it would honor the deal, which was to officially go into effect at 2 a.m.

Ali Barakeh, an official with Islamic Jihad, a smaller group that fought alongside Hamas, said Israel's declaration of a truce was a defeat for Netanyahu and "a victory to the Palestinian people."

Despite the claims, both groups appeared to have suffered significant losses in the fighting. Hamas and Islamic Jihad said at least 20 of their fighters were killed, while Israel said the number was at least 130 and probably higher.

Some 58,000 Palestinians fled their homes, many of them seeking shelter in crowded United Nations schools at a time of a coronavirus outbreak.

Since the fighting began, Gaza's infrastructure, already weakened by a 14-year blockade, has rapidly deteriorated.

Medical supplies, water and fuel for electricity are running low in the territory, on which Israel and Egypt imposed the blockade after Hamas seized power from the Palestinian Authority in 2007. Since then, Palestinian President Mahmoud Abbas has governed autonomous areas of the Israeli-occupied West Bank and has limited influence in Gaza.

Israeli attacks have also damaged at least 18 hospitals and clinics and destroyed one health facility, the World Health Organization said. Nearly half of all essential drugs have run out.

Israeli bombing has damaged over 50 schools across the territory, according to advocacy group Save the Children, destroying at least six. While repairs are done, education will be disrupted for nearly 42,000 children.



A building is hit Thursday during an Israeli airstrike in Rafah in the southern Gaza Strip. SAID KHATIB/AFP VIA GETTY IMAGES



People inspect the rubble of a destroyed residential building hit by Israeli airstrikes, in Gaza City, Thursday. ADEL HANA/AP

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Insertion Number: N/A
Size: 2 Col x 10 in
Color Type: N/A
Advertiser: Martin County - Public Works
Agency: N/A
Section-Page-Zone(s): A-13-All
Description: Excavating Ord

NOTICE OF PUBLIC HEARINGS

The Martin County Local Planning Agency will conduct public hearings on June 3, 2021, beginning at **7:00 P.M.**, or as soon thereafter as the items may be heard, to review the following items.

The Board of County Commissioners of Martin County will conduct public hearings on June 22, 2021, beginning at **9:00 A.M.**, or as soon thereafter as the items may be heard, to review the following items.

1. AN ORDINANCE OF MARTIN COUNTY, FLORIDA, REGARDING EXCAVATING, FILLING, AND MINING; AMENDING ARTICLE 4, SITE DEVELOPMENT STANDARDS; DIVISION 8, EXCAVATION, FILLING AND MINING; DIVISION 1, WETLANDS AND SHORELINE PROTECTION; AND DIVISION 9, STORMWATER MANAGEMENT, LAND DEVELOPMENT REGULATIONS, MARTIN COUNTY CODE; AMENDING ARTICLE 5, ADEQUATE PUBLIC FACILITY STANDARDS, DIVISON 2, ADEQUATE PUBLIC FACILITIES, LAND DEVELOPMENT REGULATIONS, MARTIN COUNTY CODE; AND AMENDING ARTICLE 10, DEVELOPMENT REVIEW PROCEDURES, LAND DEVELOPMENT REGULATIONS, MARTIN COUNTY CODE; PROVIDING FOR APPLICABILITY, CONFLICTING PROVISIONS, SEVERABILITY, FILING WITH THE DEPARTMENT OF STATE, CODIFICATION, AND AN EFFECTIVE DATE.

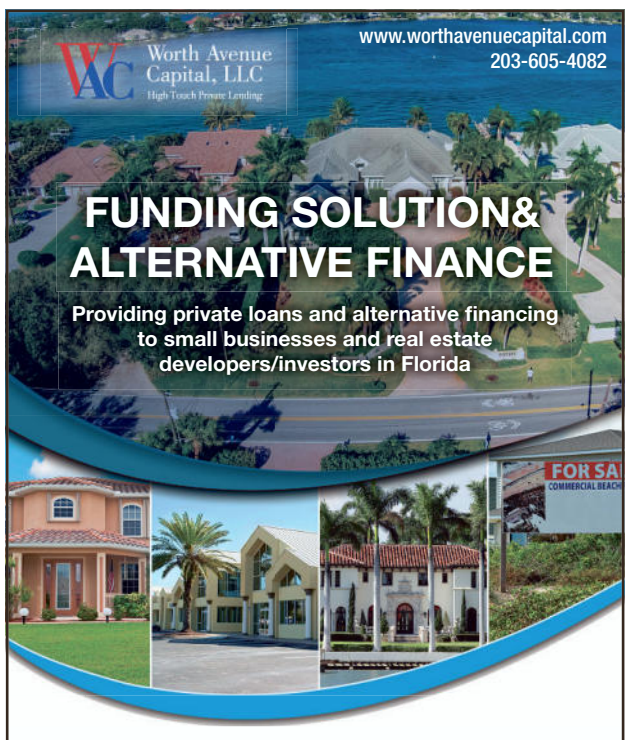
2. AN ORDINANCE OF MARTIN COUNTY, FLORIDA, REGARDING MINING STANDARDS; AMENDING ARTICLE 4, SITE DEVELOPMENT STANDARDS, DIVISION 8, EXCAVATION, FILLING AND MINING BY CREATING SECTION 4.348. MINING STANDARDS FOR MINING OPERATIONS; LAND DEVELOPMENT REGULATIONS, MARTIN COUNTY CODE; PROVIDING FOR APPLICABILITY, CONFLICTING PROVISIONS, SEVERABILITY, FILING WITH THE DEPARTMENT OF STATE, CODIFICATION, AND AN EFFECTIVE DATE.

All interested persons are invited to attend and be heard. The hearings will be held in the Commission Chambers on the first floor of the Martin County Administrative Center, 2401 S.E. Monterey Road, Stuart, Florida. Written comments may be mailed to James Gorton, Public Works Director, 2401 S.E. Monterey Road, Stuart, Florida 34996. Copies of the items will be available from the Public Works Department. For more information, contact Lisa Wichser, County Engineer, Public Works Department, at 772-223-7945.

Persons with disabilities who need an accommodation in order to participate in this proceeding are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the ADA Coordinator at (772) 320-3131, or the Office of the County Administrator at (772) 288-5400, or in writing to 2401 SE Monterey Road, Stuart, FL, 34996, no later than three days before the hearing date. Persons using a TTY device, please call 711 Florida Relay Services.

If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council, or advisory group, that person will need a record of the proceedings and, for such purpose, may need to insure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.

TR-GCI0655183-01





BCC MEETING DATE: July 13, 2021
AGENDA ITEM: PH-1

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners **DATE:** July 6, 2021

VIA: Taryn Kryzda
County Administrator

FROM: Michelle Cullum, P.E., Development Review Administrator

REF: 21-0886

SUBJECT: **PUBLIC HEARING TO CONSIDER ADOPTION OF AN ORDINANCE AMENDING DIVISION 8 OF ARTICLE 4 IN THE LAND DEVELOPMENT REGULATIONS REGARDING MINING STANDARDS**

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The applicant has submitted a formal request to continue this item to the August 24, 2021 meeting to address the feedback provided by the Local Planning Agency on July 1, 2021.

TK/mc/dg
Attachment - email request from Melissa Corbett, P.E., on behalf of her client, Frank Poma of Palm City Holdings, LLC

Reviewed by County Attorney's Office

From:	Melissa Corbett
To:	Michelle Cullum
Cc:	Krista Storey; Lisa Wichser; Frank Poma
Subject:	Request for continuance
Date:	Tuesday, July 6, 2021 9:41:33 AM

Good Morning Michelle,

Please accept this as a formal request that the public hearing regarding a proposed amendment to Article 4, Division 8 regarding mining standards scheduled for July 13, 2021 be continued to August 24, 2021.

During this timeframe, we intend to work with the Public Works Dept. to address some of the comments brought up by the LPA.

Thank you very much for your help with this.

Respectfully,
Melissa

Melissa G. Corbett, P.E.
The MilCor Group, Inc.
Cell:772-215-2280
Office: 772-223-8850
Fax: 772-223-8851

10975 S.E. Federal Highway
Hobe Sound, Florida 33455

725 S.E. Port St. Lucie Boulevard, #104
Port St. Lucie, Florida 34984

File ID: 21-0890 PH-2 **Meeting Date:** 7/13/2021

PLACEMENT: Public Hearings

TITLE:

LEGISLATIVE PUBLIC HEARING TO CONSIDER TRANSMITTAL OF COMPREHENSIVE PLAN AMENDMENT (CPA) 21-01, CHAPTER 5 TRANSPORTATION ELEMENT

EXECUTIVE SUMMARY:

This is a request for an amendment to the text of Chapter 5, Transportation Element of the Martin County Growth Management Plan.

DEPARTMENT: Growth Management

PREPARED BY: **Name:** Maria Jose, M.S.
Title: Senior Planner

REQUESTED BY: Martin County Board of County Commissioners

PRESET:

PROCEDURES: Plan Amendment

BACKGROUND/RELATED STRATEGIC GOAL:

In accordance with Sections 163.3174(4)(a) and 163.3184(3)(c)1 and (11), Florida Statutes (FS), all Comprehensive Plan amendments require three public hearings. The first public hearing for this Plan amendment was conducted before the Local Planning Agency on June 3, 2021. This is the second public hearing at which time the Board of County Commissioners determines whether to transmit or not transmit the Plan amendment to the State Land Planning Agency and other state and regional reviewing agencies.

Upon transmittal, Section 163.3184, FS, requires state and regional reviewing agencies to provide comments to the County regarding any impacts to important state resources and facilities. The state and regional reviewing agencies must provide their comments, if any, to Martin County within 30 days of the agency receipt of the amendments. If comments are received regarding impact to state resources and facilities, they must be addressed prior to adoption of the Plan amendment. Failure to successfully address impacts to state resources and facilities may form the basis for a challenge to the amendment after adoption.

The adoption public hearing is the third required public hearing. Pursuant to Section 163.3184(3)(c)1 and (11), FS, Martin County must hold the adoption public hearing within 180 days after the receipt of reviewing agency comments. If Martin County fails to hold an adoption public hearing, the amendment is deemed withdrawn unless extended by agreement and notice to the State Land

Planning Agency and any affected party that provided comments on the amendment. If the Plan amendment is adopted, Martin County has 10 days to send the amendment adoption package to the State Land Planning Agency. The State Land Planning Agency has 5 days to determine whether the amendment adoption package complete.

If an affected party challenges the adoption of a plan amendment, the petition must be filed within 30 days of the adoption date of the amendment. If the State Land Planning Agency challenges the adoption of a Plan amendment, the petition must be filed within 30 days of the completeness determination by the State Land Planning Agency.

ISSUES:

Please see the attached staff report for analysis of the proposed amendment.

LEGAL SUFFICIENCY REVIEW:

Decisions approving or rejecting proposed Plan amendments constitute legislative actions because they involve the policymaking function of the BCC. They are different from rezoning and site plan decisions which are quasi-judicial actions involving the application of general rules of policy to specific situations. If approval of a Plan amendment is challenged by an affected person, the approval will be sustained if it complies with Florida Statutes regarding (1) procedural requirements (e.g. proper notice, public hearing), and (2) substantive requirements (e.g. adequate data and analysis, internal consistency). The fairly debatable standard is applicable to the review and requires judicial approval of a BCC approval if reasonable persons could differ as to the propriety of the decision. For example, if a petitioner were to claim than an amendment adopted a provision that was not consistent with an existing provision of the Comprehensive Plan, the court would strike down the amendment only if the court found no reasonable person would think that the provisions are consistent. If approval of a Comprehensive Plan amendment is challenged, the process for administrative review will be as provided in Section 163.3184(5), FS.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board approve transmittal of CPA 21-01, Chapter 5, Transportation Element to the State Land Planning Agency and other state and regional reviewing agencies.

ALTERNATIVE RECOMMENDATIONS

Move that staff provide additional information and continue the item to a future date.

FISCAL IMPACT:

RECOMMENDATION

Staff time.

ALTERNATIVE RECOMMENDATIONS

Staff Time.

DOCUMENT(S) REQUIRING ACTION:

☐Budget Transfer / Amendment ☐ Chair Letter ☐Contract / Agreement

☐Grant / Application ☐Notice ☐Ordinance ☐Resolution

☐Other:

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PROPOSED AMENDMENT TO THE MARTIN COUNTY COMPREHENSIVE PLAN

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REQUEST NUMBER: CPA 21-01 Chapter 5 Transportation Element

Report Issuance Date: May 25, 2021

APPLICANT: Martin County Board of County Commissioners

REPRESENTED BY: Paul Schilling
Director, Growth Management Department

PLANNER-IN-CHARGE: Maria Jose, M.S., Senior Planner
Growth Management Department

Luke Lambert, Traffic Engineering Manager
Public Works Department

PUBLIC HEARINGS	Date	Action
Local Planning Agency:	6/3/2021	LPA voted 4-0 for staff's recommendation
BCC Transmittal:	7/13/2021	
BCC Adoption:	TBD	

APPLICANT REQUEST: The request, initiated by the Board of County Commissioners (BOCC), is for a text amendment to Chapter 5, Transportation Element of the Martin County Comprehensive Growth Management Plan (CGMP).

STAFF RECOMMENDATION:
Staff recommends approval of the amendments to Chapter 5, Transportation Element, of the CGMP.

EXECUTIVE SUMMARY:

The Long Range Transportation Plan (LRTP) is updated every five years by the Martin Metropolitan Planning Organization (MPO). The update assesses transportation needs and establishes a long range cost-feasible plan to implement those needs. The latest adopted LRTP is the 2045 LRTP. Language and Figures in Chapter 5, Transportation Element, of the CGMP shall be updated based on the latest transportation data and the latest LRTP.

The 2040 Future Transportation Map Series and the 2017 Existing Transportation Map Series are no longer relevant and therefore must be replaced with the 2045 Future Transportation Map Series and the 2021 Existing Transportation Map Series to reflect the latest changes and data. This amendment would allow for the Figures/Maps to be updated, as well as the language in Chapter 5 to be updated, ensuring accuracy.

Please see the attachments that show the proposed amendments to the language and figures of Chapter 5. The attached Chapter 5 contains, in strike and underline, the proposed changes to the Transportation Element to reflect the latest version of the LRTP (2045) and the latest transportation data. The attachments also contain old and new maps, which shows the outdated Figures/Maps of Chapter 5 with a strikethrough and the new Figures/Maps proposed to replace the old ones.

The summary of the proposed changes to Chapter 5 of the CGMP are below:

- The Future Transportation Map Series has been updated from 2040 to 2045.
- The Existing Transportation Map Series has been updated from 2017 to 2021.
- Data has been updated to reflect current conditions.
- Language in Chapter 5 has been updated to reflect the latest policies and transportation data policies, and to correct outdated terms and errors.

CONCLUSION

Staff recommends approval of the proposed text amendment so that the text and Figures of Chapter 5, Transportation Element of the CGMP may have the most recent and accurate data. Staff has coordinated with the staff of the Martin County Public Works Department and the Martin MPO staff to execute the text amendment required to the language and figures of Chapter 5, Transportation Element of the CGMP.

FIGURES/ATTACHMENTS

Chapter 5, Transportation Element, where stricken text is proposed for deletion and underlined language is text proposed for addition.

2040 Future Transportation Map Series (stricken)

2045 Future Transportation Map Series

2017 Existing Transportation Map Series (stricken)

2021 Existing Transportation Map Series

Attachment: Chapter 5, Transportation Element, where striken text is proposed for deletion and underlined language is text proposed for addition

Chapter 5 TRANSPORTATION ELEMENT

Adopted:	February 20, 1990	By Ordinance No. 373
Amended:	July 9, 1991	By Ordinance No. 400
Amended:	October 22, 1991	By Ordinance No. 403
Amended:	October 27, 1992	By Ordinance No. 419
Amended:	October 26, 1993	By Ordinance No. 430
Amended:	September 13, 1994	By Ordinance No. 448
Amended:	December 5, 1995	By Ordinance No. 484
Amended:	December 15, 1998	By Ordinance No. 537
Amended:	September 28, 1999	By Ordinance No. 555
Amended:	October 5, 2004	By Ordinance No. 655
Amended:	August 5, 2008	By Ordinance No. 800
Amended:	December 9, 2008	By Ordinance No. 814
Amended:	December 16, 2009	By Ordinance No. 846
Amended:	December 16, 2009	By Ordinance No. 856
Amended:	February 27, 2018	By Ordinance No. 1051

Acronyms used in this chapter:

AASHTO	American Association of State Highway and Transportation Officials
CGMP	Comprehensive Growth Management Plan
FAA	Federal Aviation Administration
FDOT	Florida Department of Transportation
LOS	Level of Service
LRTP	Long Range Transportation Plan
MPO	Metropolitan Planning Organization
Q/LOS	Quality/Level of Service (handbook)
TCMP	Traffic Congestion Mitigation Program

Section 5.1. Background

5.1.A. *Plan development.* The Martin County Comprehensive Growth Management Plan adopted April 1, 1982 required commencement of a comprehensive transportation study within one year of the Plan's adoption. The planning to complement this objective began in 1983 with the development of the Year 2005 Transportation Plan. It was endorsed by the Martin County Board of County Commissioners in November 1987. The Plan included the following major characteristics:

1. Determination of the traffic capacity and level of service (LOS) of the existing network;
2. Evaluation of the relationship between the transportation network and existing and future land use, using the Simplified Land Use Allocation Model and modeling socioeconomic data into future travel patterns;
3. Recommendations, including cost projections for required improvements to major thoroughfares and bridges emphasizing upgrades to the existing network system.
4. Information to assist policymakers in selecting alternative revenue sources such as impact fees.

Since that time, Martin County has established a Metropolitan Planning Organization (MPO), and following the 2000 U.S. Census the urbanized area of the County became a part of the Port St. Lucie Urbanized Area. As required by federal regulations, the MPO is responsible for developing a ~~Regional~~ Long Range Transportation Plan (~~R~~LRTP). It is to be based on (1) the future land use categories, including their densities or intensities of use as shown on the future land use map(s), and (2) the projected integrated transportation system. It aims to ensure consistency between existing and proposed population densities, housing and employment patterns, as well as between the land uses and transportation modes and services proposed to serve the areas. The original LRTP, which used 2020 as its planning horizon, is updated every five years by the MPO. The update assesses transportation needs and establishes a long range cost-feasible plan to implement those needs.

Section 5.1 of this element contains background information. Section 5.2 provides information on existing roadway conditions, information about the reporting of crash data, roadway network information and level-of-service information. Section 5.3 provides information on existing public transportation, airport and other transportation facilities, comprised mainly of current facility locations and the extent of service provided. Section 5.4 summarizes the future roadway needs, while Section 5.5 summarizes the other future transportation needs of Martin County. Section 5.6 lists the goals, objectives and policies of the Transportation Element.

5.1.B. *Purpose and intent.* Concern for a safe, efficient and balanced transportation system for both motorized and nonmotorized methods of travel is inherent in this Plan, as is the need for compatibility between the transportation system and adjacent land uses. The transportation network is the "supply" side of the "demand versus supply" equation; land uses represent the "demand" side. As development of vacant land continues, roadways face heavier demand. The ability of the roadway system to provide the proper level of service is therefore linked to the Future Land Use Element. The purpose of the Transportation Element is to establish an acceptable transportation system in Martin County for both future motorized and nonmotorized transportation modes and in accordance with Florida Statutes to plan for a multimodal transportation system.

Martin County's transportation system is a key component of its quality of life. All transportation planning efforts are focused on integrating the Transportation Element with both land use design and environmental concerns. The purpose of this element is to set forth a plan that advances a transportation agenda that is efficient, safe and sensitive to the other elements affected by transportation.

Section 5.2. Existing Roadway Conditions

5.2.A. *Lane geometry and functional classification.* Martin County contains approximately 1,275 miles of roads. The network consists of approximately 58 miles of limited access highways, 133 miles of major arterial roadways and ~~119~~ 121 miles of minor arterial roadways. Collector and residential streets make up the remaining mileage. The Florida Department of Transportation (FDOT), Martin County and the Martin Metropolitan Planning Organization (MPO) have adopted a map that depicts the functional classification of the roadway network based on the Federal Highway Administration's Highway Functional Classification system. A database identifying the maintenance responsibilities of the road network is maintained by the Martin County ~~Engineering~~ Public Works Department. The Existing Transportation Map series is shown on Figures 5-1 through 5-4; the functional classifications are shown on Figure 5-1A, maintenance responsibilities are shown on Figure 5-1B, and number of lanes are shown on Figure 5-1C.

Editor's note(s)—Figures 5-1A—5-1C are on file in the office of the Martin County Growth Management Department and available on the County's website.

5.2.B. *Daily traffic volumes.* The annual Roadway Level of Service Inventory Report is generated by the ~~Engineering~~ Public Works Department and is used to provide the current traffic volumes and growth rates, which are used to predict what roadway volumes have the potential to exceed the County's adopted LOS thresholds in 5 and 10 years. The reports are on file with the ~~Engineering~~ Public Works Department and available on the County's website. Peak season factors for Martin County have been defined by the FDOT and the County annual count programs.

5.2.C. *Crash summary.* Crash information for all roads is collected by the Florida Highway Patrol, Martin County Sheriff's Office and local police agencies. Martin County utilizes a crash record database. High crash areas are incorporated into the annual update of the Capital Improvements Program for correction of unsafe conditions. Every other year, the ~~Engineering~~ Public Works Department prepares a Crash Surveillance Report that identifies, analyzes and provides recommendations for reducing high-hazard intersections and fatal crashes as well as pedestrian and bicycle crashes. The reports are on file with the ~~Engineering~~ Public Works Department and available on the County's website.

5.2.D. *Levels of service on the existing system.* Level of service, ranked from A to F, defines the operation of a roadway segment. The operational capacities are set with peak hour/peak direction thresholds. For general planning purposes, Martin County uses the qualitative definitions and generalized tables of LOS standards, found in the FDOT's latest Quality/Level of Service (Q/LOS) Handbook. The Handbook contains qualitative descriptions of these LOS targets, which are described below. For specific determinations of roadway level of service, Martin County uses the methods in the Q/LOS Handbook. The roads that carry volumes in excess of the peak hour peak direction LOS are shown on Figure 5-1C.

Editor's note(s)—Figure 5-1C is on file in the office of the Martin County Growth Management Department.

Martin County's CGMP is consistent across elements, as evidenced by the cost-feasible program of capital improvements that maintain adopted permanent and interim levels of service for all roadway and public transportation facilities.

~~Qualitative Definitions~~ Characterizations of Levels of Service

A	•	Free flow, vehicle speed controlled only by traffic laws, driver may maneuver at will.
	•	Little or no delay at signalized intersections.
	•	Vehicles continue to drive through or slow down prior to passing through the intersection except for signal changes prior to arrival
B	•	Stable flow, slight interference from other vehicles, minimal delays at signalized

		intersections.
	•	Vehicles may have to stop briefly or slow down prior to moving through the intersection except for signal changes prior to arrival.
C	•	Stable flow, vehicle speed lower and maneuverability affected by other vehicles.
	•	Delays at most signalized intersections.
	•	Vehicles stop and then get through the intersection on the first green light. Queues begin to form.
D	•	Approaching unstable flow, slow but tolerable operating speeds, noticeable but tolerable delays at signalized intersections.
	•	Stopped cars are not delayed more than two cycles of the signal.
E	•	Unstable flow, capacity flow conditions with low, variable operating speeds and substantial delays at signalized intersections.
	•	Stopped cars are delayed for more than two cycles.
F	•	Unstable, stop-and-go forced flow
	•	Low speeds that may drop to zero for short time periods.
	•	Major delays at all critical signalized intersections along a roadway corridor.

The most current level of service on all major roadways in the County shall be presented in the annual Roadway Level of Service Inventory Report. LOS for a given roadway segment varies during the day with the volume of traffic using the facility. Usually, the worst portion of the day is the afternoon peak period. The adopted roadway LOS standards for the purposes of this plan are stated in Policy 5.2A.1. Generally, the standards maintain LOS D during the peak season/peak hour/peak direction as the lowest tolerable level of service on arterials in the rural and urban areas. For all roadways on the Strategic Intermodal System (SIS) and those funded in accordance with Section 339-2819, Florida Statutes, the Transportation Regional Incentive Program (TRIP), the adopted LOS standard shall be as designated by the FDOT.

5.2.E. Martin County's Comprehensive Emergency Management Plan (CEMP), prepared by the Emergency Management Division and adopted by the Board of County Commissioners on December 1, 2009, complies with the State requirements for emergency evacuation. The CEMP provides preparedness, evacuation, and post disaster management for the County, including areas east of the Herbert Hoover Dike (Appendix I). This document hereby incorporated into the CGMP by reference.

Section 5.3. Other Existing Transportation Systems

Florida Statutes requires consideration of all modes of transportation as part of the Transportation Element. An overview of non-vehicular modes of transportation is provided below to show the relationship to the entire transportation network.

5.3.A.*Airports.*

1. *Plan development.* In 2001, data and analysis for aviation facilities was updated to reflect new information available to Martin County. The Florida Aviation System Plan: Treasure Coast Region, 1992-2010 provided the framework for the 2001 revisions. The Western Martin County General Aviation Airport, Phase I Regional Aviation Needs was prepared for Martin County and the Florida Department of Transportation in April 1992. The purpose of the document was to investigate the general aviation activity in Martin County in fulfillment of the element's original objective 5.3A. In addition, the Master Plan Update for Witham Field was released in August 2001. These documents fulfilled objectives found within the original element and resulted in revisions as well. The Master Plan Update for Witham Field is incorporated by reference as data and analysis.

The service role of Martin County Airport/Witham Field is defined in the Airport Master Plan and the Federal Aviation Administration's National Plan of Integrated Airport Systems (NPIAS). Both the Master Plan and the NPIAS define the airport's service level as General Aviation.

Martin County Airport shall continue its role as a General Aviation Airport and the airport shall not become certificated under Federal Aviation Regulation (FAR) Part 139 and therefore shall not be eligible to accept Scheduled Commercial Airline service operating under Federal Aviation Regulation Part 121.

2. *Airport facilities overview.* There is one publicly owned, public-use airport in Martin County, Witham Field, and one privately-owned public use airport. Witham Field is a ±697-acre county-owned general aviation airport managed by an airport Director. It is located in the Stuart urban area just southeast of Monterey Road and east of Dixie Highway (CR A1A), which provides three points of ingress and egress for surface transportation as shown on Figure 5-9, the Airport Layout Plan, which is on file with the Airport Department.

   Editor's note(s)—Figure 5-9 is on file in the office of the Martin County Growth Management Department and on the County's website.

   Witham Field has three runways with taxiways. A fourth runway, 02/20, was closed in 1992. Apron and turf parking facilities in the general aviation area are located south of runway 12/30.

   Tower records indicate that the vast majority of the general aviation activity involves single-engine and light twin-engine aircraft. However, there is a regular and increasing use of the airport by jet aircraft, especially since some enhancements have been completed on the existing runways and taxiway system. There are two full service fixed based operators (FBO) at Witham Field. These are (1) Stuart Jet Center, and (2) Atlantic Aviation. The fixed based operators provide services per the Minimum Standards for Aeronautical Activities.

   Another public-use airport is Indiantown Airport (fka Circle T Ranch). This airport is owned by a private enterprise and has a fixed based operator (FBO) with limited services on-site. The airport has a 6,300' × 300' turf runway. The facility currently has approximately ten based aircraft. The Indiantown Airport currently has no master plan.

   There are four other airports in Martin County: Naked Lady Ranch, Cox's Hammock Airport, Tropical Plantation, and Ranch Colony Park (Tailwinds). There are several other unnamed airstrips in the County. There are also heliports at Martin Memorial Hospital, The Medalist and at Sailfish Point. For the purposes of long-range planning, major emphasis shall be given to the two public use airports—Witham Field and Indiantown Airport. The layout of Witham Field Airport is shown on Figure 5-9, the Airport Layout Plan. Additional details on airport zoning districts are provided in the Land Development Regulations.

   Editor's note(s)—Figure 5-9 is on file in the office of the Martin County Growth Management Department and on the County's website.

3. *Other airports.* For aviation planning purposes, Martin County is within the Treasure Coast region, which includes Martin, St. Lucie, Okeechobee and Indian River Counties. However, its proximity to Palm Beach County, which is within the South Florida Metropolitan region, provides the County with access to a number of airports. Martin County is located approximately equidistant to two airports in the region. These are the Palm Beach International Airport and the St. Lucie County International Airport. The Treasure Coast region also includes the Vero Beach Municipal Airport and the Sebastian Municipal Airport. Palm Beach International Airport is approximately 40 miles south of Stuart, and is highly accessible Interstate 95 (i.e., within 45 minutes). The Palm Beach International Airport completed a

major expansion and redevelopment project in 1989, has customs facilities, and is served by several commercial carriers.

The St. Lucie County International Airport is less than 30 miles to the north. This airport does not handle the same level of national and international flights as the Palm Beach International Airport. There is customs service, but the airport is currently not serviced by a commercial carrier.

Palm Beach County opened a reliever airport, North County Airport, in the North Palm Beach area in April 1994.

4. *Existing level of service at the public-use airports.* In a fast growing area such as south Florida, the mix of aircraft, operating throughout a range of airspeeds in both visual and instrument conditions, places considerable stress upon the air traffic control system. In the past, this mix has included sport parachute jump activity, helicopters, ultralights, gliders, hot-air balloons, small single- and twin-engine general aviation aircraft, air carriers, corporate jets and turbo props, flight training and a mix of military aircraft.

   Witham Field is the only publicly owned public-use facility. There are two fixed based operators (FBOs) at the airport, which provide services to private aircraft owners. The bulk of the cargo in and out of the airport is related to the actual airplane components handled by Vought Aircraft Industries, which are almost always transported in and out by rail freight or truck lines. This is restricted to Vought Aircraft Industries' operations and the figures for the amount of cargo are not available at this time. The only other bulk product provided to this facility would be fuel for the FBOs. There is no cargo terminal at Witham Field and no scheduled commercial flights currently exist or shall be allowed in the future. Activities at Witham Field include general aviation uses, including business/pleasure aviation uses and flight training.

   Witham Field has an annual service capacity of 365,000 operations per year. The following table shows the total operations and percentage of annual service capacity:

Years	Total Operations
2012	57,198
2013	69,939
2014	83,298
2015	89,059
2016	92,061

   Indiantown Airport has a total annual capacity of 100,000 operations and is experiencing approximately 10,000 operations per year.

   In order for an airport to provide acceptable levels of service, adequate surface access by road or rail must be provided along with land based facilities such as terminals, parking and cargo handling areas. The best airport system is ultimately only as good as the land and air access to the system airports. Therefore, these factors are very important in determining deficiencies. The Treasure Coast Regional Aviation System Plan outlined the following circumstances, which have an impact on Martin County:

   a. The Palm Beach International Airport has expanded its capacity. The North Palm Beach General Aviation Reliever Airport has opened. Both of these facilities shall provide additional level of service to Martin County. St. Lucie International has begun planning for new facilities.

   b. Even though the publicly owned public-use airport in Martin County may currently enjoy adequate year-round level of service, the growth in other areas of the Treasure Coast region may lead to more frequent use of Martin County's airport facilities.

c. Peak periods during weekends, holidays, and the winter tourist season do create some congestion at Witham Field. Currently, there is no congestion at Indiantown Airport.

There are no operational deficiencies at access roads to Witham Field or other airports in Martin County.

5.3.B. *Public transportation.*

1. *Plan development.* Public transportation planning in Martin County is identified in the most recent versions of the county's Transit Development Plan or the MPO's Long Range Transportation Plan or Transportation Disadvantaged Service Plan. The County is required to update the Transit Development Plan by Rule 14-73, Florida Administrative Code, in order to be eligible for grant funds.

2. *Purpose and intent.* Florida Statutes require all local governments with a population of 50,000 or more to include public transportation considerations in their comprehensive plans. The purpose of this section is to ensure that the public transportation needs of all Martin County residents are adequately addressed and realistic plans are developed to meet future needs, based on changing service needs, demographics and traffic patterns.

3. *Existing conditions.* Martin County operates its own public transportation service. It provides fixed-route services in Indiantown and Stuart, and operates along US-1 providing connections between St. Lucie and Palm Beach counties. It provides complementary ADA paratransit services as governed by the Federal Transit Administration to continue receiving federal grant funds.

   The Community Transportation Coordinator (CTC) for Martin County arranges transportation for the transportation disadvantaged ~~individuals~~ in accordance with the Memorandum of Agreement with the Florida Commission for the Transportation Disadvantaged and in accordance with Chapter 427, Florida Statutes.

   The existing Public Transportation System is shown on Figure 5-3.

   Editor's note(s)—Figure 5-3 is on file in the office of the Martin County Growth Management Department and available on the County's website.

5.3.C. *Non-motorized transportation systems.* The non-motorized transportation system serves bicyclists and pedestrians. The State Transportation Plan requires bicyclists and pedestrians receive full consideration in the planning, design and construction of transportation facilities. Sidewalks and bikeways should be incorporated into state and regional plans along with local transportation plans and programs. The State also requires establishment of bikeways and sidewalks in conjunction with construction, reconstruction or changes in state facilities within five miles of an urban area. Exceptions may be made if consideration of a non-motorized facility is contrary to public safety, cost is disproportionate to need or probable use, or the absence of need or use has been determined.

As part of the Long Range Transportation Plan, the MPO developed and adopted the Multimodal Cost Feasible Plan. This Plan serves as the guiding document Martin County uses to plan for and fund non-motorized transportation facilities and is hereby incorporated as data and analysis by reference.

Pedestrian and bicyclist facilities. The interface of pedestrians and vehicles requires careful design to ensure their safety and movement. Crashes involving pedestrians and bicyclists are included in the Crash Surveillance Report described above. The existing Non-motorized Transportation System is shown on Figure 5-4.

Editor's note(s)—Figure 5-4 is on file in the office of the Martin County Growth Management Department and available on the County's website.

5.3.D. *Railroads/Seaports.*

1. *Railroads.* Martin County has three railroad corridors, two of the Florida East Coast Railway and one of CSX Transportation. None of these corridors has passenger stations or intermodal facilities. Florida East Coast Railway's main corridor carries freight and generally runs parallel to the eastern coastline from St. Lucie County to the Palm Beach County line. A secondary corridor carries freight in the western part of the County and runs north from Belle Glade to SR-710 and then northeasterly toward Fort Pierce. The CSX Transportation corridor carries freight parallel to SR-710 from the Okeechobee County line to the Palm Beach County line. In Palm Beach County, the CSX Transportation corridor is shared with the South Florida Regional Transportation Authority, which operates South Florida's Commuter Rail System, known as Tri-Rail, south to Miami-Dade County. Together, these railroads are integral to freight transport between Jacksonville, Miami and the Tampa area.

   The frequency and length of freight trains on the main Florida East Coast Railway corridor are significant physical barriers that impede the level of service on most major roadways. Delays are usually due to long trains and track repairs.

   The existing railroad corridors are shown on Figure 5-3.

   Editor's note(s)—Figure 5-3 is on file in the office of the Martin County Growth Management Department and available on the County's website.

2. *Seaports.* Martin County has no seaports, but there are two nearby - Port of Fort Pierce and Port of Palm Beach. Due to the proximity of these facilities in adjacent counties, no future needs have been identified. Martin County has a unique location on the Atlantic coastline, allowing it to play a major role in water transportation even without a port terminal or related development. The only cross-Florida east/west waterway in the Treasure Coast region is located in Martin County: the cross-Florida Okeechobee Waterway (i.e., St. Lucie Canal), which connects the City of Stuart and its environs with the western gulf city of Fort Myers. This navigable waterway, developed by the U.S. Army Corps of Engineers, is 156 miles long. It can accommodate both passenger and freight vessels and is fairly well used.

Section 5.4. Future Roadway Needs

5.4.A. *Traffic forecast.* The future transportation network needs of Martin County are based on short term projections and long term projections established through the modeling efforts of the ~~R~~LRTP, which applies the transportation planning methodologies adopted by the FDOT.

For the short term evaluation, the existing traffic volumes and growth rates from the annual Roadway LOS Inventory Report are used to project potential deficiencies in five and ten years as identified in the Annual Roadway Needs Assessment. The identified deficiencies are then programmed in the County's Capital Improvements Element, either in the five-year Schedule of Capital Improvements or in the ten-year plan, unless otherwise programmed in the FDOT's ~~f~~Five-~~y~~Year Work Program or the MPO's Transportation Improvement Program.

For the long term evaluation, the existing and future regional road network is modeled using the Florida Standard Urban Transportation Modeling Structure. This travel demand model utilizes base year socioeconomic and transportation network data, as well as forecasted socioeconomic and forecasted multimodal transportation network data. Federal regulations require a 25-year planning horizon, with updates in the LRTP every five years by the Martin MPO. This ensures that existing and proposed population densities, housing and employment patterns, and land uses are consistent with the transportation modes and services proposed to serve the areas. The Future Transportation Map series is shown on Figures 5-5 through 5-8, the Roadway System is shown on Figures 5-5A, 5-5B, and 5-5C.

From the needs assessment, the LRTP identifies and prioritizes a list of transportation projects that can be implemented from revenues projected to be collected during the concurrent 25-year planning horizon. This is formalized in the Cost Feasible Plan. Each year the Martin MPO prioritizes the needed transportation projects that were identified in the most recent Cost Feasible Plan and incorporates these into a five-year Transportation Improvement Program, which contains federal and state funded transportation projects. The County may identify these needed facilities for implementation in its Capital Improvements Plan.

Future right-of-way provisions are provided for in Policy 5.2C.2.

5.4.B.*Analysis and LOS standards.*

Roadway Capacity. LOS standards and generalized LOS tables are essential for transportation planning. These standards incorporate:

1. The correlation between size of the urban area and acceptance of some highway congestion as a trade-off for other urban amenities;
2. The different roles provided by state facilities; and
3. Local flexibility in determining special transportation areas.

The standards also reinforce the growth management concepts of urban infill and infrastructure concurrent with the impact of development.

Equally important as adopting LOS targets is having a user-friendly measurement technique. The FDOT has developed generalized level of service tables based on the Highway Capacity Manual, which it recommends for broad planning applications and as a general guide to determine highway level of service and through-lane requirements on state roadways. The generalized tables are found in the FDOT's latest Q/LOS Handbook and are incorporated herein by reference.

The values shown in the generalized tables are based on the definitions and measurement techniques of the Highway Capacity Manual. It specifies that signalization characteristics (e.g., number of signals per mile, length of green light) are equally important as roadway characteristics (e.g., number of roadway lanes) in determining arterial levels of service. The generalized tables reflect this emphasis. They are also based on actual Florida traffic, roadway and signalization data, making them applicable throughout the State. However, it is recognized that traffic characteristics vary by area and facility. Thus, unlike the operating LOS targets, the generalized tables are not statewide standards; rather, they are guidelines for measuring highway level of service.

FDOT has adopted the LOS targets and generalized LOS tables for use on state highways. These targets represent the state-of-the-art in highway planning applications. Together they implement growth management concepts and emphasize the importance of managing access on the state highway system.

In addition to the generalized tables, the FDOT's latest Q/LOS Handbook provides for conceptual planning to obtain a solid determination of the level of service of a facility and to determine situations when the generalized tables simply are not accurate enough. ~~Florida's LOS software, which includes ARTPLAN, FREEPLAN and HIGHPLAN,~~ Highway Capacity Software is the appropriate tool for conducting these types of analysis. Martin County will use these methods where applicable in updating the Concurrency System analysis.

County traffic analysis techniques. Current County traffic analyses techniques use the FDOT's latest Q/LOS Handbook, which reflects the current version of the Federal Highway Capacity Manual. The next update to the LRTP will also be based on the latest Handbook.

Adopted LOS standard. The LOS standard for all roadways in unincorporated Martin County is LOS D in the peak hour/peak direction. Standards for the State Highway System are guided by FDOT's latest 'LOS Policy'. This standard is formally stated in Policy 5.2A.1.

Roadways not currently meeting the LOS criteria

1. These types of roads are defined as follows:

    a) *Constrained facilities:* Roadways that will not be expanded by the addition of two or more through lanes because of physical, environmental or policy constraints. Physical constraints primarily result from intensive development adjacent to the roadway, making the cost of expansion prohibitive. Environmental and policy constraints primarily occur when decisions are made not to expand a road based on environmental, historical, archaeological, aesthetic or social impact considerations.

    b) *Backlogged facilities:* Roadways that are (1) operating at a level of service below the minimum standards, (2) not programmed for construction in the first three years of the FDOT's adopted work program or the five-year schedule of improvements in the Capital Improvements Element and (3) not a constrained facility, as defined in a) above.

2. Acceptable strategies for addressing these types of roads are:

    a) *Transportation Concurrency Management Area:* A geographically compact area where intensive development exists or is planned in a manner that will ensure adequate mobility and further achievement of state planning goals and policies. These include discouraging urban sprawl, encouraging revitalization of downtowns, designating redevelopment areas, protecting natural resources, protecting historic resources, maximizing efficient use of public facilities and promoting public transportation, bicycling, walking and other alternatives to the single-occupant automobile.

    b) *Transportation Concurrency Exception Area:* An urban area where infill and redevelopment are encouraged and exceptions to the transportation concurrency requirement are allowed, provided that alternative modes of transportation, land use mixes, urban design, connectivity and funding are addressed. It is meant to encourage development where infrastructure already exists, thereby reducing urban sprawl. The concurrency exception applies to all land uses, development and types of facilities within the Area.

    c) *Long Term Transportation Concurrency Management System:* A mechanism that allows development to continue while roadway capacity is planned, designed, and constructed, and funding for this work is accumulated. Such systems are based on an established 10-year program of improvements, identified in the Capital Improvements Element, which will return the backlogged facility to an acceptable level of service. Typically, these systems are accompanied with a temporary variance to the adopted level of service.

    d) *Multimodal Transportation District:* An area delineated on the future land use map where vehicle mobility is given secondary priority in favor of assuring a safe, comfortable and attractive pedestrian environment with a convenient connection to public transportation. Such districts must incorporate community design features that will reduce automobile trips or vehicle miles of travel and that support an integrated, multimodal transportation system.

5.4.C. *Financing for capital improvements.* The funding for road projects is derived from gas taxes, road impact fees and various other state and federal programs. These funding sources and the funding projections from each source are provided in the Capital Improvements Element. The CGMP is based on the premise that existing and future development will be monitored to alleviate deterioration in the adopted level of service and to upgrade backlog conditions. The balance of the County's transportation trust fund is used for general roadway maintenance and rehabilitation and for matching state and federal funds to reduce backlogs.

Section 5.5. Other Future Transportation Needs

5.5.A. *Future aviation and related facilities needs.*

1. *Airport needs.* The future aviation needs for Martin County are summarized in the Airport Master Plan Update, August 2001. That study indicated that the County's capacity at Witham Field would be sufficient provided necessary improvements are made.

   The Master Plan Update utilized the FAA Aviation Forecast to establish the preliminary baseline forecasts and general aviation operations for Witham Field. The results for Witham Field are shown below:

Airport	Base Year		Forecast*	
	1999	2007	2010	2020
Witham Field (Based Aircraft)	204	234	228	253
Witham Field General Aviation (Operations)	119,533	80,641	146,704	166,609
Witham Field Military (Operations)	582	298	851	966
Witham Field Air Taxi	2,868	6,453	2,479	2,816

Source: Master Plan Update: Witham Field, Martin County, Florida, August 2001, Hoyle, Tanner and Associates.
The data in the table above shall be revised following the next Witham Field Master Plan Update.

Airport	Year	Year	Year	Year
	2005	2006	2007	2008
Non-jet operations	88,402*	77,049	67,935	55,909
Jet operations	8,805**	11,458	12,706	10,005
Total	89,207	88,507	80,614	65,914

** Does not include Jan. and Feb. 2005

The 2001 Master Plan Update identified the facility requirements for Martin County Airport/Witham Field.

2. *Future aviation plan (Witham Field).* Witham Field shall not become certified under FAR Part 139 and shall not be eligible to accept Scheduled Commercial Airline service operating under FAR Part 121. The airport needs at Witham Field are outlined in the 2001 Airport Master Plan. The Florida Department of Transportation designated funds for the development of an Airport Master Plan Update for Witham Field. The most recent Master Plan was completed in 2001. Figure 5-9, the Airport Layout Plan, shows the boundary for Witham Field Airport. A FAR Part 150 noise study has been completed by Martin County. Martin County anticipates a Master Plan Update in Fiscal Year 2009.

   Editor's note(s)—Figure 5-9 is on file in the office of the Martin County Growth Management Department and available on the County's website.

5.5.B. *Future public transportation needs.*

Plan requirements. The Transit Development Plan (TDP) is updated every five years. Future plans must keep in mind the County's mandates and recognize that increasing demands and decreasing resources will require the

exploration of funding agreements between the FDOT, incorporated municipalities, and the private sector to share responsibility for public transportation. During development of these plans corridors for public transportation should be designated.

1. A public transportation system in Martin County should be complemented by inter-community linkages with Palm Beach and St. Lucie Counties, and a special "fast-link" system between the City of Port St. Lucie and the Stuart urban area.
2. Future public transportation plans should consider the possible impacts of anticipated street and highway improvements on the public transportation system as well as transportation management programs and designated public transportation corridors.

Future LOS standards. The future LOS standards for public transportation will depend heavily on the funding sources, operating agency and geographic service areas. The Future Public Transportation System is shown on Figure 5-7. LOS standards shall consider the following:

1. Frequency of service: Days per week, times per day and times per hour;
2. Service area coverage: Minimum walking distance/time to bus stops and to final destinations (i.e., major employment, retail or recreational centers);
3. Hours of operation: These should consider the journey to work (morning and afternoon) trip patterns;
4. Costs: These should be reasonable but enough to cover some main operational functions without excessive subsidies. Costs could also vary based on the travel distance between outlying areas and the urbanized area.

Editor's note(s)—Figure 5-7 is on file in the office of the Martin County Growth Management Department and available on the County's website.

Section 5.6. Goals, objectives and policies

Goal 5.1. To develop and implement a transportation network that is coordinated and consistent with municipal, County, state, federal and regional planning programs and planning programs of adjacent jurisdictions.

Objective 5.1A. To prepare an annual report of transportation planning needs and implementation activities to document consistency with the plans of federal, state, regional and local planning programs and provide for adequate private sector input.

Policy 5.1A.1. Assess annual roadway needs. The County shall prepare an annual roadway needs assessment. The annual needs assessment shall rely on the latest available traffic volumes and growth rates to project potential deficiencies in five and ten years, and shall be used to provide input into the FDOT Five-Year Work Program, the Martin County Capital Improvements Plan and the Capital Improvements Element of the CGMP. Changes in roadways shall be included in the annual needs assessment and, where appropriate, added to the Capital Improvements Plan and Capital Improvements Element.

Policy 5.1A.2. Assess other transportation needs. The County shall regularly assess the needs of other transportation systems, including public transportation, rail, sidewalks, bikeways and greenway trails, through updates to the MPO's Long Range Transportation Plan.

Policy 5.1A.3. Establish coordination procedures with municipalities. Martin County shall establish specific coordination procedures with municipalities, Treasure Coast Regional Planning Council and the FDOT to assure ongoing communication. Such communication shall be further assured through regular

meetings with these agencies. The Martin MPO will be used to enhance coordination between the agencies and municipalities named above.

Policy 5.1A.4. Seek public participation in transportation planning. The County shall evaluate public participation in planning and implementing the transportation improvement program and, if necessary, initiate changes to improve opportunities for private sector representatives to provide input.

Policy 5.1A.5. Plan for comprehensive long range transportation needs. The Long Range Transportation Plan, the Transit Development Plan and related annual reports shall consider the State's adopted ~~f~~Five-~~y~~Year ~~w~~Work ~~p~~Program, Florida Transportation Plan, state land development plan, strategic regional policy plan and applicable roadway plans of local municipalities.

Policy 5.1A.6. Functionally classify all roadways. The County will coordinate with the State in continuing review and evaluation of the State's functional classification system for major roadways.

Policy 5.1A.7. Amend the CGMP to incorporate construction changes. The County will amend the CGMP if construction of any of the transportation improvements identified in the Long Term Concurrency Management System are eliminated, deferred or delayed. The amendment shall specify the default LOS standard, if any, that will be binding for issuance of development orders and permits.

Policy 5.1A.8. Prepare annual peak-hour LOS report. Martin County will develop an annual peak-hour LOS map or report.

Objective 5.1B. To ensure that the Long Range Transportation Plan is consistent with the Future Land Use Element and map and with proposed population densities and housing and employment patterns.

Policy 5.1B.1. Ensure Transportation CGMP amendments are consistent with other elements and plans. All proposed amendments to the Transportation Element will include a comprehensive statement of findings documenting that the proposed modification is consistent with the future land use map, the five-year FDOT Work Program and plans of neighboring jurisdictions (where applicable).

Policy 5.1B.2. Ensure other CGMP amendments are consistent with this Element. All proposed amendments to the Future Land Use Map shall be consistent with this Transportation Element, the FDOT ~~f~~Five-~~y~~Year Work Program, and transportation plans of neighboring jurisdictions.

Policy 5.1B.3. Review and provide input to the FDOT Work Program. The County and MPO shall provide input and review each subsequent version of the FDOT Five-Year Work Program.

Policy 5.1B.4. Review local governments' traffic plans. The County and MPO will provide input and review the traffic circulation plans and programs of local municipalities and adjoining counties for compatibility with this element.

Policy 5.1B.5. Notify public of transportation planning activities. The County will establish a mailing list to ensure that all interested agencies are informed of transportation-related activities and improvements via copies of correspondence.

Policy 5.1B.6. Encourage mixed-use developments. Where allowed by law, Martin County shall encourage mixed-use developments, such as traditional neighborhood developments, that minimize trips and maintain traffic-generating attractors within the development. Martin County shall consider establishing Transportation Concurrency Exception Areas, Transportation Concurrency Management Areas or Multimodal Districts to promote non-vehicular mobility, as allowed by law. Chapter 18 designates Martin County Community Redevelopment Areas as Transportation Concurrency Exception Areas.

Goal 5.2. To develop, operate and maintain an efficient and cost-effective roadway network that provides for ease of mobility and meets the adopted LOS standards.

Objective 5.2A. To ensure that no roadways in Martin County operate at a level of service lower than the standard established in Policy 5.2A.1.

Policy 5.2A.1. Establish a base level of service. The LOS standard for all roadways in unincorporated Martin County is LOS D in the peak hour/peak direction. Standards for the State Highway System are guided by FDOT's latest 'LOS Policy'. The methodology for determining roadway facilities' level of service shall adhere to the methodologies identified in the latest FDOTs Q/LOS Handbook.

Policy 5.2A.2. Ensure roadway capacity is available. The County shall pursue implementation of development agreements or planned unit developments and other mechanisms to help ensure that road projects are constructed and adequate roadway capacity is available to accommodate the impacts of new development.

Policy 5.2A.3. Apply a transportation impact fee. All development shall be subject to the applicable transportation impact fee. Impact fees shall continue to be utilized, as appropriate, on state and County transportation networks to make capacity improvements needed to accommodate new development.

Policy 5.2A.4. Provide impact fee credit for improvements not site-related. Developments requiring site plan approval shall be required to dedicate sufficient rights-of-way to meet the minimum widths set forth in Policy 5.2C.2. These developments may be required to construct roadway improvements, not site-related, to meet projected State/County transportation needs. Any roadway construction and/or right-of-way dedication required by a development order and implemented by a developer, other than site-related improvements, shall be credited against road impact fees in accordance with Article 6 of the Land Development Regulations.

Policy 5.2A.5. Review development order proposals. The County shall review master and final site plan applications for consistency with the projects listed in the Capital Improvements Element, for right-of-way needs measured against Policy 5.2C.2 and for impacts on the adopted LOS standards.

Policy 5.2A.6. Require a transportation analysis. A transportation analysis in accordance with Article 5 of the Land Development Regulations shall be provided by all proposed residential and nonresidential developments.

Policy 5.2A.7. Correlate development orders to level of service. Master site plans that reserve capacity and final site plans shall not be approved except in the following circumstances:

(1) All road links, bridges and intersections affected by the development are operating at or above the base LOS standard. Procedures for analyzing the potential traffic impacts on roadways and the ability of the roadway segments to accommodate the traffic impact and the anticipated traffic volumes are adopted in Article 5 of the Land Development Regulations, including the specification of impact criteria. In all cases, adopted roadway LOS standards throughout the County shall be maintained; or

(2) If one or more link, bridge and/or intersection affected by the development is operating below the base LOS standard, one of the following conditions applies:

  (a) The improvements needed to provide the base LOS are under construction; or

  (b) The improvements needed to provide the base LOS are the subject of a binding, fully executed contract for construction; or

(c) The improvements needed to provide the base LOS are programmed to start construction no later than the third year of either the FDOT's Five-Year Work Program or Martin County's Capital Improvements Plan, and to complete construction by the fifth year; or

(d) The improvements needed to provide the base LOS are guaranteed in an enforceable development agreement. Such agreement may include development agreements pursuant to Florida Statutes section 163.3220 or an agreement or development order issued pursuant to Florida Statutes chapter 380, provided that road improvements required by a Development of Regional Impact (DRI) development order shall not be considered for concurrency for property outside the boundaries of the DRI unless either provisions of Policy 5.2A.7.(2)(a) or (b) above are satisfied; or

(e) There is an approved Traffic Congestion Mitigation Plan that will enable the road and bridge system within the affected traffic area or roadways and bridges outside the affected area to meet the LOS standards in this policy. Procedures for analyzing potential traffic impacts on roadways and the ability of roadway segments to accommodate both the traffic impact and anticipated traffic volumes are in Article 5 of the Land Development Regulations, including the specification of impact criteria. In all cases, adopted road LOS standards throughout the County will be maintained; or

(f) The project has de minimis traffic impacts (defined as an impact that would not affect more than 1 percent of the maximum volume of the affected transportation facility at the adopted level of service). No impact will be de minimis if the sum of the existing roadway volumes and the projected volumes from the approved projects would exceed 110 percent of the maximum volume at the adopted level of service of the affected transportation facility. However, the impact of a single-family home on an existing lot will constitute a de minimis impact on all roadways, regardless of the level of deficiency of the roadway. Further, no impact will be de minimis if it would exceed the adopted level of service of any affected designated hurricane evacuation route.

Policy 5.2A.8. Pursue joint ventures on state roads. The County and the MPO shall pursue joint participation agreements with the FDOT for improvement of state roadway deficiencies identified in this element. As with past and current joint participation ventures between the County and FDOT, the following delineation of responsibilities should be assigned for the following: right-of-way acquisition; design; and construction.

Policy 5.2A.9. Prohibit residential development on Hutchinson Island. All new residential development on Hutchinson Island served by the Evans Crary Bridge shall be limited to single-family residences at a density of two units per gross upland acre.

Policy 5.2A.10. Plan and implement traffic congestion mitigation. The County shall increase the efficiency of the existing thoroughfare system and reduce peak hour/peak season congestion by developing traffic congestion mitigation plans using accepted and innovative transportation system management techniques.

Policy 5.2A.11. Investigate strategies to enhance transportation network. Martin County shall investigate the various transportation management strategies, as appropriate, to improve system efficiency and enhance safety.

Policy 5.2A.12. Promote "Complete Streets". To the extent feasible, the County shall promote and implement the concept of "Complete Streets" that accommodate all users, including motorized vehicles, bicyclists, public transportation vehicles and riders, and pedestrians of all ages and abilities.

Policy 5.2A.13. Require connectivity of new commercial development. The County shall enhance the efficiency of the major roadway network by requiring new adjacent commercial developments, located along or accessed by arterial and collector roadways, to provide for circulation between sites and to maintain connectivity of the street network consistent with Article 4 of Division 19 of the Land Development Regulations.

Policy 5.2A.14. Require connectivity between residential and nonresidential development. The County shall encourage new residential developments to provide for interconnectivity with non-residential developments to promote overall mobility.

Policy 5.2A.15. Require connectivity among existing nonresidential development. Where possible, the County shall require and initiate interconnectivity among existing adjacent non-residential developments, while minimizing negative impacts to existing residential developments.

Objective 5.2B. To strive to make the levels of service on the Strategic Intermodal System consistent with the level of service D adopted for the County roadway system.

Policy 5.2B.1. Seek strategies to shift traffic from SIS. Martin County will analyze and identify financially feasible strategies to facilitate the movement of local traffic from roadways that are part of the Strategic Intermodal System onto roadways that are not part of these systems.

Objective 5.2C. To protect existing and future rights-of-way from building encroachment.

Policy 5.2C.1. Establish building setbacks for future transportation needs. Building setbacks, as established in the County's Land Development Regulations shall reserve sufficient space for future traffic circulation and reduce the undesirable and adverse impacts of noise, congestion and related safety hazards associated with intensified future land uses.

Policy 5.2C.2 Establish minimum right-of-way widths. Minimum right-of-way widths, as established in the County's Land Development Regulations shall reserve sufficient space for future traffic circulation and reduce the undesirable and adverse impacts of noise, congestion and related safety hazards associated with intensified future land uses. ~~The following minimum right-of-way widths are adopted for all applicable roadways:~~

~~**Minimum Mid-Block Right-of-Way Requirements**~~

	~~Minimum Right-of-Way Width~~	
~~Roadway Classification~~	~~Swale Drainage~~	~~Curb and Gutter~~
~~Major arterial~~		
~~4 lane divided~~	~~180 feet~~	~~130 feet~~
~~6 lane divided~~	~~200 feet~~	~~160 feet~~
~~Minor arterial~~	~~130 feet~~	~~115 feet~~
~~Collector~~	~~100 feet~~	~~80 feet~~
~~Minor collector~~	~~100 feet~~	~~80 feet~~
~~Local/residential~~	~~60 feet~~	~~50 feet~~

~~These widths may be adjusted by the County Engineer for specific roadways to meet intersection right-of-way needs of Martin County or FDOT, and to permit: a) water detention and filtration for stormwater runoff management, b) adequate landscaping, and c) bikeways and sidewalk construction.~~

Policy 5.2C.4. Adopt a thoroughfare right-of-way plan. Within one year after adoption of a Long Range Transportation Plan update, the County shall evaluate the Needs Assessment plan to determine whether new or existing corridors will require right-of-way in addition to the minimum width set forth in ~~Policy 5.2C.2~~ Land Development Regulations. Should such corridors exist, the County shall adopt

and/or update a Thoroughfare Right-of-Way Plan to reflect the need and purpose for each designated corridor.

Policy 5.2C.5. Coordinate with municipalities. Martin County shall coordinate with the City of Stuart and other jurisdictions on potential corridors subject to Policy 5.2C.6. in conjunction with the analysis for updates to the Long Range Transportation Plan. Martin County shall continue to coordinate with the City of Stuart, ~~and~~ the Towns of Sewall's Point, Ocean Breeze Park, and Jupiter Island, and the Village of Indiantown to protect rights-of-way on state and county roads in municipal jurisdictions.

Policy 5.2C.6. Earmark funds for right-of-way acquisition. The County shall include in its annual Capital Improvements Element a minimum of $100,000.00 earmarked for an advanced right-of-way acquisition program.

Goal 5.3. To establish an integrated transportation system consistent with future development plans.

Objective 5.3A. To consider safety, aesthetics, socioeconomic impacts (i.e., neighborhood disruption) and adequate neighborhood circulation when implementing transportation improvement projects.

Policy 5.3A.1. Apply design criteria for gateways. The County shall apply the adopted design criteria for landscaping and signage along new and existing roadways designated as gateways to the community. It shall also implement an annual program to landscape and maintain median strips and rights-of-way in coordination with the FDOT, where appropriate.

Policy 5.3A.2. Provide for landscape buffers. The County's minimum right-of-way requirements for roadways shall provide for linear landscape buffers.

Policy 5.3A.3. Promote safe roadway designs. The County shall promote roadway designs that are safe and efficient by:

(1) Requiring adequate storage and areas for merging;

(2) Prohibiting hazardous access from driveways and traffic lanes by using safe systems of ingress and egress (i.e. turn lane policies);

(3) Requiring acceleration and deceleration lanes, turning lanes or parallel access lanes, where appropriate;

(4) Minimizing conflicts between roadway, pedestrian, bicyclist and rail traffic; and

(5) Providing adequate capacity for emergency evacuation and emergency response vehicles.

Policy 5.3A.4. Separate vehicles from pedestrians. Traffic flow systems shall be designed to achieve reasonable separation of vehicles and pedestrians, particularly in areas where children are concentrated, including schools, parks and residential areas.

Policy 5.3A.5. Prepare Crash Surveillance Report. Martin County shall continue to refine the crash reporting system to produce crash rate information for applicable road links and intersections and incorporate this information into priority setting for improvements for the five-year road program. Every other year, the ~~Engineering~~ Public Works Department prepares a Crash Surveillance Report that identifies, analyzes and provides recommendations for reducing high-hazard intersections and fatal crashes as well as pedestrian and bicycle crashes.

Policy 5.3A.6. Maintain file of traffic studies. The County shall maintain a current file of all traffic studies transmitted in support of proposed private developments. These studies shall use the data requirements and analysis techniques required by Article 5 of the Land Development Regulations.

Policy 5.3A.7. Monitor traffic flow. The County shall regularly monitor traffic flow and shall undertake special traffic studies to develop specific local programs to:

(1) Assure that the County's traffic counting programs are coordinated with and provide data to the City of Stuart and the FDOT;

(2) Resolve existing or anticipated traffic circulation problems and issues;

(3) Support special grant programs;

(4) Respond to specific policies of the federal or state government or other regional or local public agencies.

Policy 5.3A.8. Protect neighborhoods. The County will ensure that development of major transportation routes (rail or roadway) discourages neighborhood displacement and protects community and neighborhood integrity.

Policy 5.3A.9. Encourage neighborhood circulation. In reviewing proposed developments, the County shall encourage adequate neighborhood circulation and multiple access points from neighborhoods to the arterial/collector system. Safe and convenient on-site traffic flow and parking shall be required for all development. Facilities shall be designed with efficient internal circulation.

Policy 5.3A.10. Manage access. Driveways and medians shall be designed to meet appropriate County and FDOT standards. Driveways and medians shall be coordinated with on-site standards, on-site traffic operations and parallel access roads. To maximize roadway capacity and safety, the number of driveway connections should be minimized while their spacing should be maximized.

Policy 5.3A.11. Limit access connections on SW Citrus Boulevard. Driveway and side street connections on CR-726 (SW Citrus Boulevard) will be spaced a minimum of 660 feet apart between the Troupe Indiantown Drainage District canal crossing and CR-76A (SW 96th Avenue).

Policy 5.3A.12. Restrict parking on arterials and collectors. The County shall restrict on-street parking on all arterial and collector roads based on criteria set forth in the Land Development Regulations.

Policy 5.3A.13. Plan for off-road travel. The County shall continue to work with the East Coast Greenway Alliance to plan a north-south and east-west trail system for off-road, non-motorized travel, extending the full length of the County. The County shall maximize use of the trails listed in Table 9-1 and ensure consistency with Policy 9.1J.3.

Objective 5.3B. To plan and develop a transportation system that preserves environmentally sensitive areas; conserves energy and natural resources; reduces greenhouse gases and carbon emissions; and minimizes adverse environmental impacts.

Policy 5.3B.1. Avoid improvements in hazardous and sensitive areas. The County shall avoid transportation improvements that encourage or subsidize increased development in coastal high-hazard areas or environmentally sensitive areas identified in the Coastal Management and the Conservation and Open Space Elements.

Policy 5.3B.2. Avoid access to sensitive areas. To prevent undue pressure for the development of sensitive areas, interchanges and other road/rail improvements shall not be placed or constructed in a manner that would provide access to environmentally protected or sensitive areas or other areas to be conserved.

Policy 5.3B.3. Limit facilities in sensitive areas. If no feasible alternative exists, needed transportation facilities may traverse environmentally protected or sensitive lands or conservation areas. However,

such access shall be limited and shall incorporate design techniques that minimize negative impacts on natural systems, such as:

- Utilizing bridges, box culverts, and other means to elevate facilities over environmentally sensitive lands or conservation areas to allow for continued wildlife migration and to maintain a consistent rate and volume of water flow; and
- Installing fences along non-elevated facilities in a manner that encourages wildlife migration under the elevated facilities rather than across those non-elevated (at-grade) facilities.

Policy 5.3B.4. Replace bascule span bridges. Where feasible, bascule span bridges (drawbridges) shall either be replaced with fixed span bridges or modified in order to reduce environmental impacts and potential traffic circulation problems.

Policy 5.3B.5. Prevent erosion in road/rail routes. New roadways or rail routes shall be designed to prevent and control soil erosion; minimize clearing and grubbing operations; minimize stormwater runoff; and avoid unnecessary changes in drainage patterns.

Policy 5.3B.6. Support energy-efficient transportation. The County shall pursue and support transportation systems (e.g. express buses, high-occupancy vehicles, bikeways) that reduce air quality degradation and help conserve energy.

Policy 5.3B.7. Seek opportunities for intermodal facilities The County shall seek opportunities for land-based and water-based intermodal logistics facilities as a means of increasing transportation efficiency and reducing vehicular travel.

Goal 5.4. To establish the County as friendly to pedestrians and bicyclists by developing a safe bicycle and pedestrian transportation system accessible to all major public and private facilities.

Objective 5.4A. To improve the transportation system to appropriately accommodate bicycle and pedestrian design and facility requirements.

Policy 5.4A.1. Report crashes involving bicyclists and pedestrians. The County shall develop a bicycle and pedestrian crash reporting program to identify road segments and intersections having frequent bicyclist- and pedestrian-related crashes, with particular attention given to hazards, bottlenecks and barriers.

Policy 5.4A.2. Construct sidewalks and bicycle facilities in state projects. The County shall request construction of sidewalks and bicycle facilities in conjunction with the construction, reconstruction or change in any state facility within five miles of an urban area.

Policy 5.4A.3. Include bicycle lanes on new/resurfaced collectors and arterials. The County shall mandate bicycle lanes or paved shoulders (or the equivalent) on all new or resurfaced collector or arterial roadways that are not physically or financially constrained.

Policy 5.4A.4. Construct sidewalks on collectors and arterials. The County shall provide a sidewalk along both sides of all arterials and collectors.

Policy 5.4A.5. Develop a sidewalk and bicycle facilities improvement program. The County shall develop an improvement and maintenance program for sidewalks and bicycle facilities that establishes a committee to review bicycle facilities and recommend improvements.

Policy 5.4A.6. Prioritize needed sidewalks and bicycle facilities. The County shall identify and prioritize sidewalks and bicycle facilities intended to connect or complete both existing and proposed facilities in a manner that provides a complete pedestrian and bicyclist circulation system. The County shall consider such improvements in the Capital Improvements Plan.

Policy 5.4A.7. Identify and seek funding for sidewalks and bicycle facilities. The County shall identify and seek funding sources for sidewalks and bicycle facilities improvements and maintenance programs.

Policy 5.4A.8. Require pedestrian displays at traffic signals. Where appropriate and in conjunction with the FDOT, the County shall require or provide pedestrian displays at the time of traffic signal installation and modification, and shall pursue signal coordination with the State.

Policy 5.4A.9. Meet the needs of bicyclists and pedestrians in developments. The County shall require developers to provide bicycle facilities and sidewalks in proposed developments in accordance with acceptable engineering standards. The County shall encourage the development of communities that foster nonvehicular travel.

Policy 5.4A.10. Inform public of bicycle facility and sidewalk standards. The County shall inform public and private sector planning/engineering and development agencies of the most recent standards for sidewalks and bicycle facilities from the FDOT and American Association of State Highway and Transportation Officials (AASHTO).

Objective 5.4B. To develop a pedestrian and bicycle transportation system that connects all major travel destinations to population concentrations.

Policy 5.4B.1. Establish pedestrian and bicycle facilities around schools. In accordance with guidelines from the AASHTO and the FDOT, the County shall establish pedestrian and bicycle facilities around schools, with emphasis on areas not serviced by school buses.

Policy 5.4B.2. Provide bicyclists and pedestrians access to retirement and handicapped residence centers. In accordance with AASHTO or FDOT guidelines, the County shall provide for bicycle access in areas encompassing retirement and handicapped residence centers, as well as public, commercial and service buildings. This should include bicycle parking at these locations.

Policy 5.4B.3. Develop sidewalks and bicycle facilities in public areas. The County shall work with local municipalities, neighboring counties and the Florida Department of Environmental Protection to develop sidewalks and bicycle facilities in beach access areas, community, regional, and state parks, and other facilities, such as off-roadway travel corridors and drainage canal, railroad and utility rights-of-way.

Policy 5.4B.4. Provide sidewalks and bicycle facilities at County facilities. The County shall assure that all County facilities, which are accessible to the public (such as libraries, community centers, and administrative offices), address the needs of bicyclists and pedestrians. Where sidewalks and bicycle facilities are needed, the County shall incorporate the current FDOT design standards.

Goal 5.5. To ensure the coordination and continuation of an efficient and economical system of public transportation to benefit all County residents, in an effort to reduce the reliance on single-occupancy vehicles and fuels that emit high levels of carbon, thereby reducing greenhouse gases.

Objective 5.5A. To provide efficient public transportation services based on existing and proposed major trip generators and attractors~~;~~ safe and convenient public transportation terminals; land uses; and accommodation of the special needs of the transportation disadvantaged.

Policy 5.5A.1. Provide financial support for public transportation. The County shall provide local financial support towards the public transportation system, as required by federal or state grants, including the required match and operations deficit. The County shall encourage provision of public transportation services by qualified public and private agencies.

Policy 5.5A.2. Fund the needs of the transportation disadvantaged. The County shall continue to maintain the current level of service provided through its funding contribution to meet the needs of the transportation disadvantaged.

Policy 5.5A.3. Plan for a regional public transportation authority. The County shall assist the Martin MPO in long range planning and development of strategies for the creation of a regional public transportation authority.

Policy 5.5A.4. Provide transportation service to the elderly and disadvantaged. The County shall support the designated transportation coordinator's top priority of providing safe and convenient transportation to accommodate the special needs of the physically, socially and economically disadvantaged riders of all ages.

Policy 5.5A.5. Support the paratransit system. The County shall continue to support a paratransit system (i.e., van pool) and shall educate the public concerning alternative transportation services.

Policy 5.5A.6. Encourage additional funding to the transportation provider. The County shall investigate and encourage additional funding sources available to the transportation provider.

Policy 5.5A.7. Encourage employers to promote public transportation. The County shall assist the FDOT to encourage and/or require major employers in the County to use innovative means of providing access to public transportation to their employees while recognizing the availability of public transportation alternatives and constrained roadways. Examples of potential programs include flexible work hours and, sponsored car/van pool programs.

Policy 5.5A.8. Require major industrial development to incorporate access to public transportation. Any new major industrial development within one-half mile of a public transportation corridor, as designated through the adoption of the Transit Development Plan, shall incorporate at least one public transportation stop (such as a bus bay or loop).

Policy 5.5A.9. Strive to expand the fixed-route public transportation system. The Indiantown to Stuart shuttle, the Stuart shuttle, and the Treasure Coast Connector routes should be expanded to provide access to the community centers in each of the Community Redevelopment Areas, transit centers with access to rail, regional and community parks, and other major shopping centers.

To collaborate with the FEC, CSX and the potential service providers to develop a plan to coordinate potential freight rail access routes to outside the urban corridor of the County.

Objective 5.5B. To continue to protect existing public transportation rights-of-way.

Policy 5.5B.1. Establish minimum lane widths to support public transportation. The County's minimum right-of-way requirements for roadways shall ensure that lanes are wide enough to accommodate public transportation vehicles.

Objective 5.5C. To continue to protect future public transportation rights-of-way and exclusive public transportation corridors, as appropriate, as part of the long range planning process.

Policy 5.5C.1. Accommodate curbside pick-up and bus movement. The designation of rights-of-way and construction/reconstruction of arterial and collector roadways and residential streets shall allow for adequate curbside pick-up and bus turning in appropriate areas.

Policy 5.5C.2. Designate public transportation corridors. In coordination with the master public transportation plan being developed by the MPO and the FDOT, exclusive public transportation corridors shall be designated as needed. Implementation of this policy shall improve levels of service on the roadways as people reduce vehicle use in favor of mass transport.

Objective 5.5D. To establish transit within Martin County to connect to nearby major regional hubs such as Port St. Lucie, Palm Beach County and points beyond.

Policy 5.5D.1. Encourage transit-friendly neighborhoods. The County shall establish transit corridors and transit neighborhood centers that provide for specific design features to encourage and support the use of transit.

Goal 5.6. To provide for an airport transportation system consistent with the planning programs of Martin County, state, federal, regional and local jurisdictions.

Objective 5.6A. To coordinate land use and transportation planning and implementation at Witham Field with the development of aviation facilities. This shall be a continuing objective.

Policy 5.6A.1. Require development within boundary consistent with the County Code. All development or redevelopment on the airport property shall be consistent with the Future Land Use Map series and Martin County Land Development Regulations. No expansion of Witham Field shall occur outside the boundaries shown on Figure 5-9, the Airport Plan without an amendment to the CGMP.

Editor's note(s)—Figure 5-9 is on file in the office of the Martin County Growth Management Department and available on the County's website.

Policy 5.6A.2. Operate as an integral part of the state aviation system. The airport shall operate as an integral part of the Florida Aviation system as administered by the FDOT.

Policy 5.6A.3. Operate in conformance with state and federal regulations. Martin County shall operate all airport facilities in conformance with applicable state and federal regulations.

Policy 5.6A.4. Operate and construct airport facilities consistent with the County Code. In constructing or operating airport-related facilities, the County, lessee or any agent responsible for providing services at airport facilities shall abide by the CGMP of the County and the City of Stuart (where appropriate), especially the coastal management, land use, conservation, aviation and traffic circulation elements.

Policy 5.6A.5. Coordinate road improvements and development. The Airport Department shall coordinate all related roadway improvements and development activities at the airport with the Growth Management Department, all involved agencies and concerned members of the public.

Policy 5.6A.6. Include costs and responsible entity for all improvements in CIE. The appropriate costs and responsible agency for all improvements in the Airport Master Plan and the FDOT Five-Year Work Program shall be reflected in the Capital Improvements Element.

Policy 5.6A.7. Require all permits prior to construction. No construction or related activities shall commence at the airport until all required permits and leases are obtained.

Policy 5.6A.8. Utilize professional expertise of available resources. Martin County shall utilize the professional expertise and advice of planning and administrative staff of the County, City of Stuart, Treasure Coast Regional Planning Council, FDOT, Florida Department of Environmental Protection, and the FAA.

Policy 5.6A.9. Encourage support for funding. Through the County's legislative and congressional delegations, the County Commission shall encourage support for funding applications recommended by Martin County.

Goal 5.7. To make all feasible and safe efforts to increase the capacity of navigation and weather reporting facilities at Witham Field to meet current and projected needs of County residents while recognizing the limitations imposed by existing surrounding residential areas.

Objective 5.7A. To keep taxiways and transient ramps in an acceptable state of repair and maintenance to ensure optimum use of all available capacity.

Policy 5.7A.1. Keep one crosswind runway lit. Martin County shall ensure that one crosswind runway is kept lit.

Policy 5.7A.2. Coordinate surface transportation to ensure access. Martin County shall coordinate existing and proposed surface transportation to ensure adequate access to the airport.

Objective 5.7B. To ensure Witham Field Airport is developed as directed by Martin County, in accordance with the existing Airport Facilities and Layout Plan, the Regional Comprehensive Policy Plan, and the Continuing Florida Aviation System Planning Process and FAA Master Plan.

Policy 5.7B.1. Develop a runway improvement plan. A program for adequate pavement, lighting and directional aid improvements to selected runways shall be developed for a five-year period.

Policy 5.7B.2. Develop parking, taxiways, and blast pad improvement plan. Adequate additional parking (vehicular and aircraft), taxiways and blast pads shall be developed in accordance with the existing plan and annual updates of the FDOT Work Program and FAA Master Plan.

Policy 5.7B.3 Provide additional service upgrades by the FBOs. Additional service upgrades shall be provided by the fixed base operators at Witham Field in accordance with the existing fixed base operator standards and any updates.

Goal 5.8. The County shall limit the expansion of runways and taxiways.

Objective 5.8A. To update the Martin County Airport/Witham Field Airport Master Plan as necessary to comply with the FAA's National Plan of Integrated Airport Systems.

Policy 5.8A.1. Limit role to General Aviation Airport. The Martin County Airport shall continue its role as a General Aviation Airport. The airport shall not become certified under Federal Aviation Regulation (FAR) Part 139 and therefore shall not be eligible to accept scheduled commercial airline service operating under Federal Aviation Regulation Part 121.

Policy 5.8A.2. Require CGMP amendment for runway extension(s). Extension or expansion of the runway distances listed below shall require an amendment to the CGMP.

Runway	TORA	TODA	ASDA	LDA
12	5826	5826	5826	5366
30	5826	5826	5826	5826
16	5000	5000	4120	3790
34	5000	5000	4750	3870
7	4646	4646	4646	4646
25	4646	4646	4646	4646

- Take Off Run Available (TORA): Start of take-off run to 200 feet before the beginning of the runway protection zone.
- Take Off Distance Available (TODA): Equal to the total amount of usable pavement.
- Accelerate Stop Distance Available (ASDA): Usable pavement after providing for a standard (1,000-foot) safety area (600-foot safety area if an Engineered Materials Arresting System, EMAS is used).
- Landing distance available (LDA): Usable pavement from landing threshold to beginning of standard safety area.

Policy 5.8A.3. Restrict service capacity. The Board of County Commissioners shall not approve any Capital Improvements Element amendment that would expand the Witham Field annual service capacity.

Policy 5.8A.4. Require lessee or facility acquirer to pay cost of benefits. Any plan for lease or acquisition of airport facilities shall be based on an economic study that assures that those benefiting shall pay the cost, and that acquisition and improvements shall not increase ad valorem taxes.

Policy 5.8A.5. Include assessment of effects in study of airport expansion or relocation. The study of any airport expansion and/or a new airport location shall include an assessment of all positive and negative effects on the surrounding community.

Policy 5.8A.6. Coordinate other types of transportation with future needs. Martin County shall coordinate roadway and transit service improvements with the future needs of seaports, airports and other related transportation facilities.

Goal 5.9. To provide aviation facilities that efficiently and safely meet the needs of the citizens of Martin County.

Objective 5.9A. To ensure that airport operations in Witham Field's clear zones, approach surfaces, transition surfaces, horizontal surfaces or conical surfaces are not obstructed.

Policy 5.9A.1. Adhere to height restrictions. Height restrictions adopted by the County shall be adhered to.

Policy 5.9A.2. Prohibit structures that interfere with airport operations. All municipalities in the County shall enact ordinances prohibiting structures or obstructions that affect takeoff and landing at airports.

Objective 5.9B. To ensure Witham Field's airport safety record continues and to enhance operational safety.

Measure: Facilities are regularly inspected and problem areas are corrected.

Policy 5.9B.1. Maintain security systems, parking areas, taxiways and runways. Airport security systems, parking areas, taxiways and runways shall be maintained to ensure optimum safety at all times.

Policy 5.9B.2. Provide 500-foot wide safety area or EMAS. Each runway should have a 500-foot wide safety area of maintained graded turf. The Board of County Commissioners has voted to install EMAS at the ends of runways 12 and 30. When installed, the EMAS shall replace the graded turf requirement for these runways.

Objective 5.9C. To maintain and improve aviation facilities at Witham Field.

Measure: An annual inventory of facilities is conducted prior to assignment in the annual Transportation Improvement Program.

Policy 5.9C.1. Annually inventory all infrastructure. All infrastructure, such as the drainage system, safety fencing, taxiways, pavement marking and aprons shall be inventoried and assigned to an annually updated maintenance program by airport management in coordination with Martin County.

Policy 5.9C.2. Provide adequate restroom and storage facilities and water outlets. All restroom facilities shall be adequate, water outlets (for aircraft cleaning) shall be provided and storage facilities shall be upgraded at Witham Field.

Objective 5.9D. To encourage the continued public use of Indiantown Airport and investigate its long term potential as a recreation airport.

Policy 5.9D.1. Support community efforts to continue public use and operation of Indiantown Airport. Martin County shall cooperate with the Indiantown community in its efforts to ensure that the Indiantown Airport continues to operate for the public.

Goal 5.10. To ensure that provisions for future aviation transportation facilities are developed in a manner that minimizes adverse environmental impacts.

Objective 5.10A. To ensure improvements at any airport facility are in accordance with the County's Land Development Regulations.

Policy 5.10A.1. Site new or expanded facilities on least environmentally sensitive lands. New or expanded airport/aviation facilities shall be sited on the least environmentally sensitive lands, and shall be consistent with the Conservation and Open Space Element.

Policy 5.10A.2. Restrict future land plan to compatible airport uses. The future land use plan of any airport facility shall be restricted to those uses compatible with the airport and its environs.

Policy 5.10A.3. Identify methods to protect natural resource. Prior to expansion of existing airport/aviation facilities or siting of new aviation facilities, methods for protection of natural resources shall be identified.

Policy 5.10A.4. Preserve native or endangered species of fauna and flora. Improvement of the airport shall be in accordance with the County's conservation and open space policies regarding the preservation of native or endangered species of fauna and flora.

Policy 5.10A.5. Retain additional surface water runoff. Additional surface water runoff caused by airport expansion shall be retained on-site.

Objective 5.10B. To minimize noise created by airport operations by following the accepted FAA standards for similar general aviation airports.

Measure: A comprehensive noise abatement plan for Witham Field has been developed as part of the Airport's FAR Part 150 Study.

Policy 5.10B.1. Require takeoffs and landings to comply with federal standards. To minimize noise impacts beyond the boundaries of the airport, the takeoff or landing of aircraft shall comply with federal standards.

Policy 5.10B.2. Implement measures to reduce potential noise impacts. The Martin County Board of County Commissioners shall continue to implement measures to reduce potential noise impacts from aviation activities at publicly-owned public-use airports.

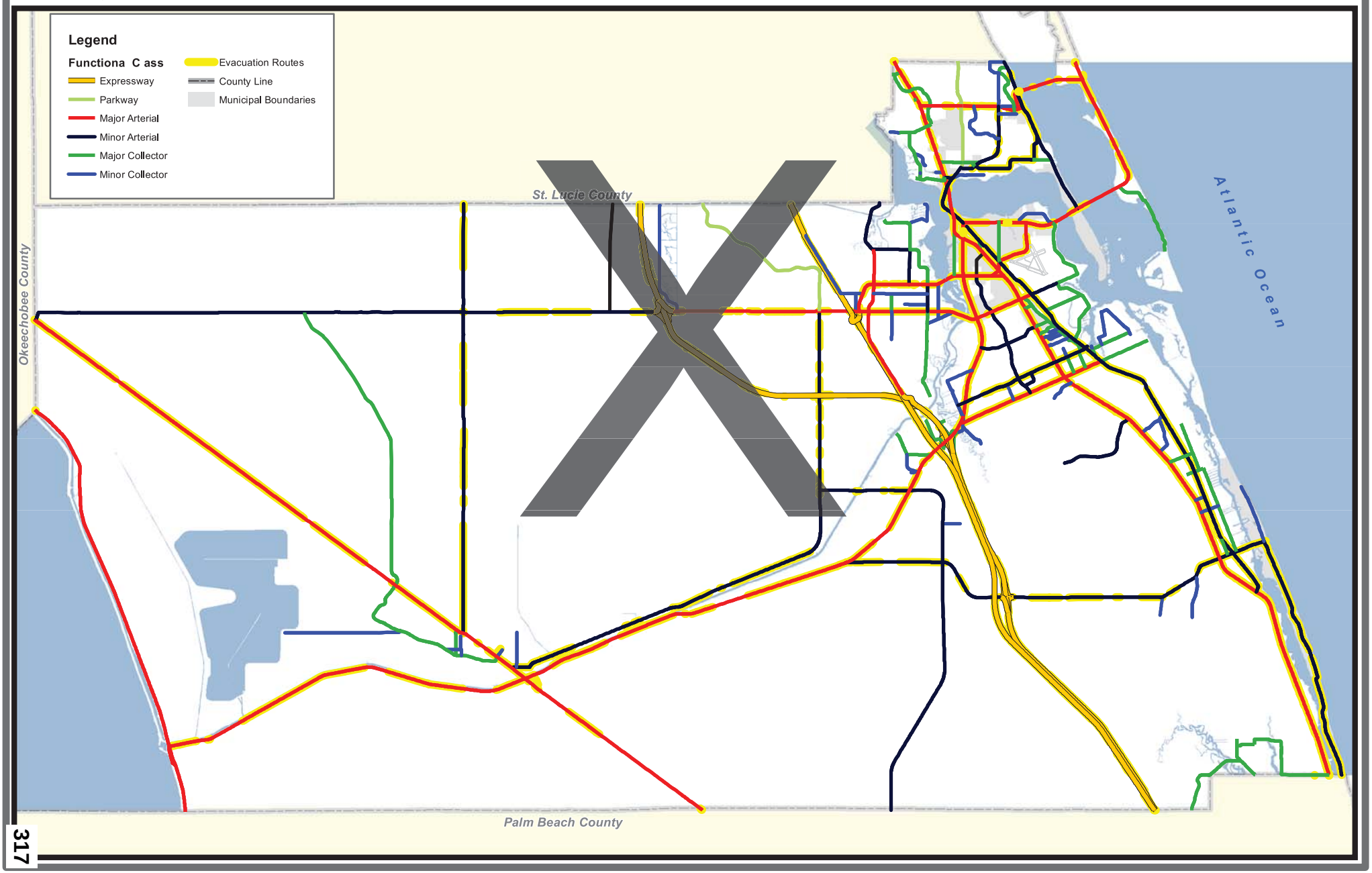
Policy 5.10B.3. Monitor progress of noise compatibility program. The Martin County Board of County Commissioners shall continue to monitor the progress of the airport's noise compatibility program.

Attachment: 2040 Future Transportation Map Series (stricken) and 2045 Future Transportation Map Series

Martin County

2040 Transportation Map
Roadway Functional Class and Evacuation
Figure 5-5A

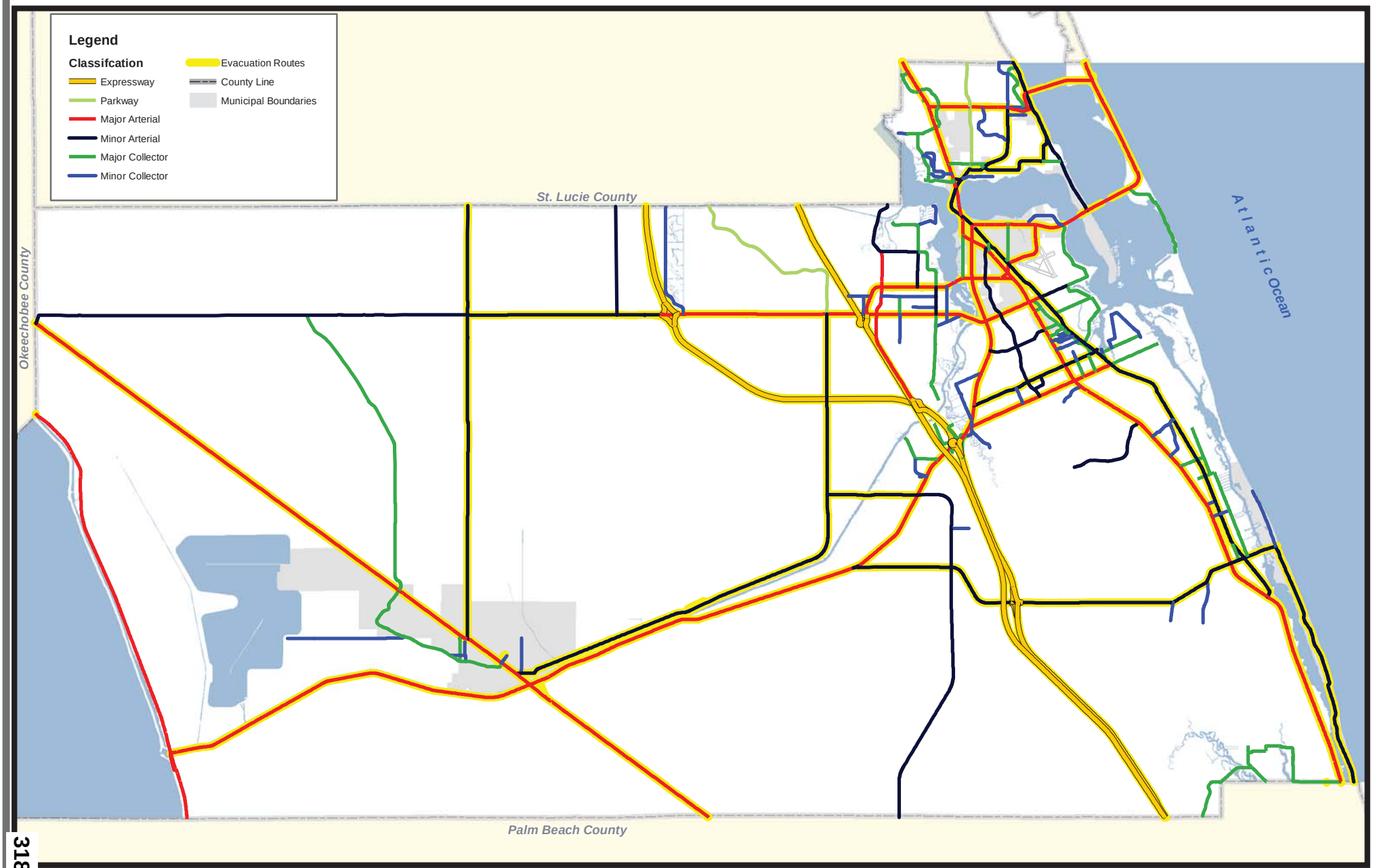
October 2 , 2 17



Martin County

2045 Transportation Map
Roadway Functional Classification and Evacuation
Figure 5-5A

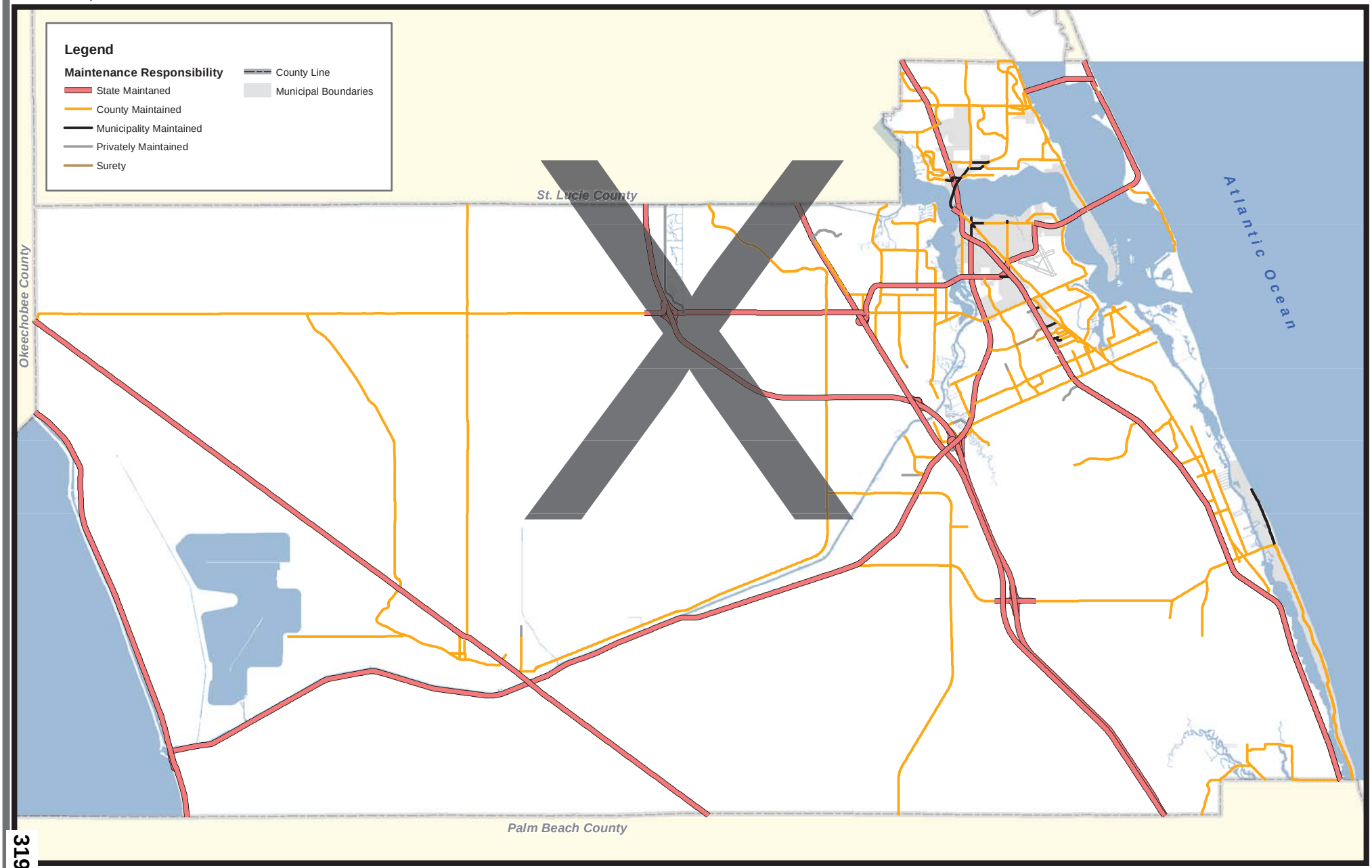
Draft March 24, 2021



Martin County

2040 Transportation Map
Roadway Maintenance
Figure 5-5B

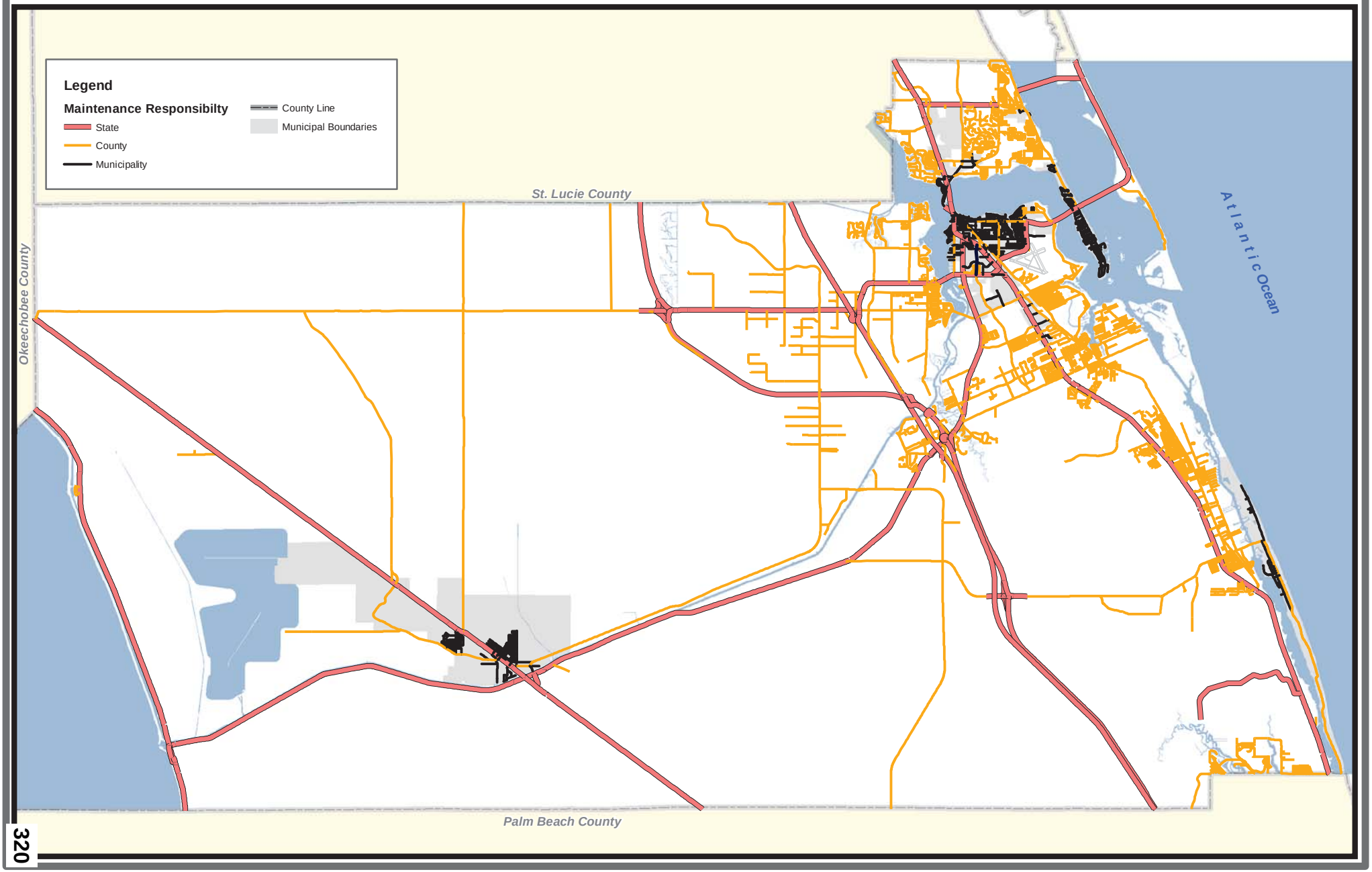
October 24, 2017



Martin County

2045 Transportation Map
Roadway Maintenance
Figure 5-5B

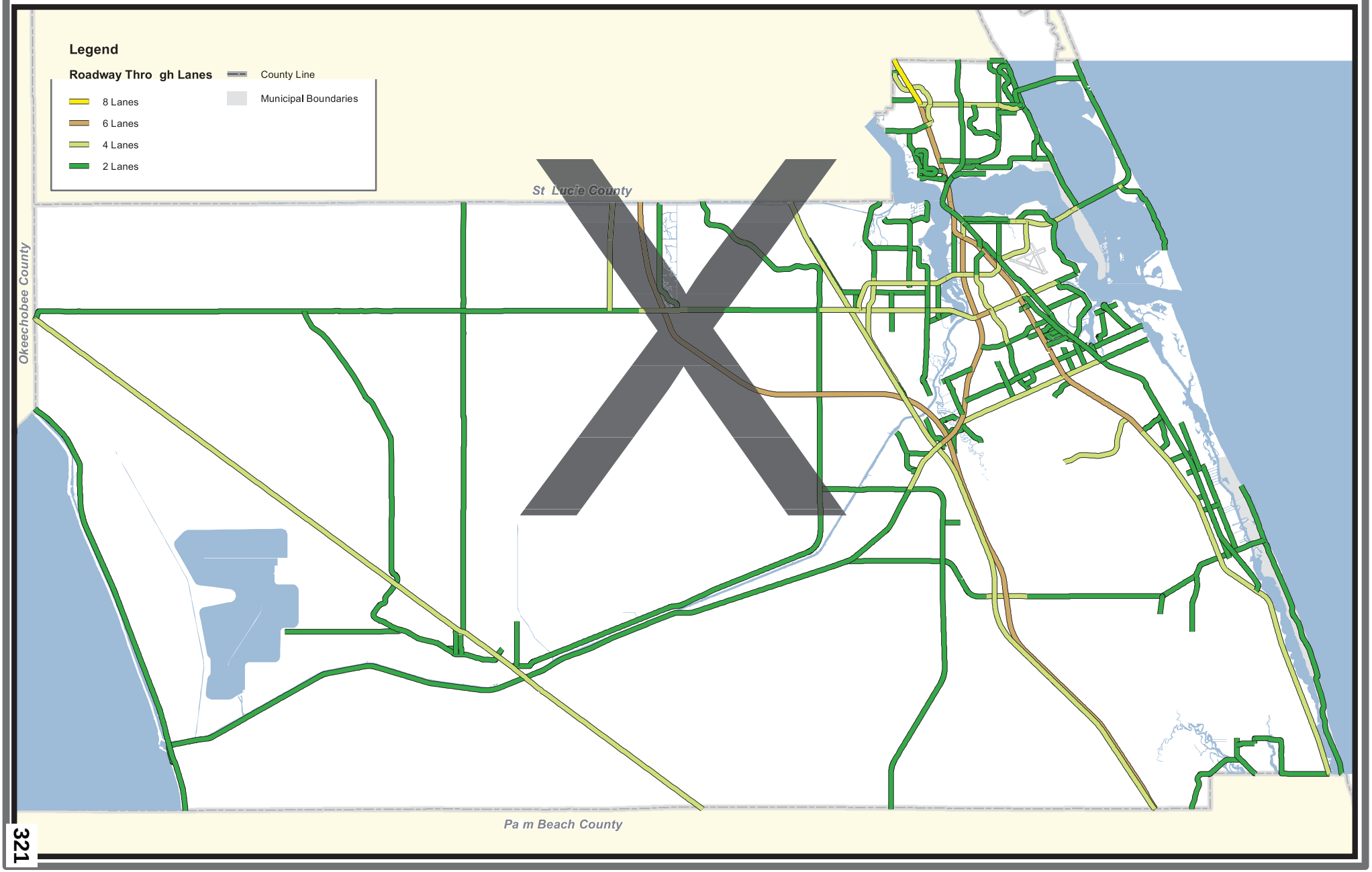
Draft March 24, 2021



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October 24, 2017

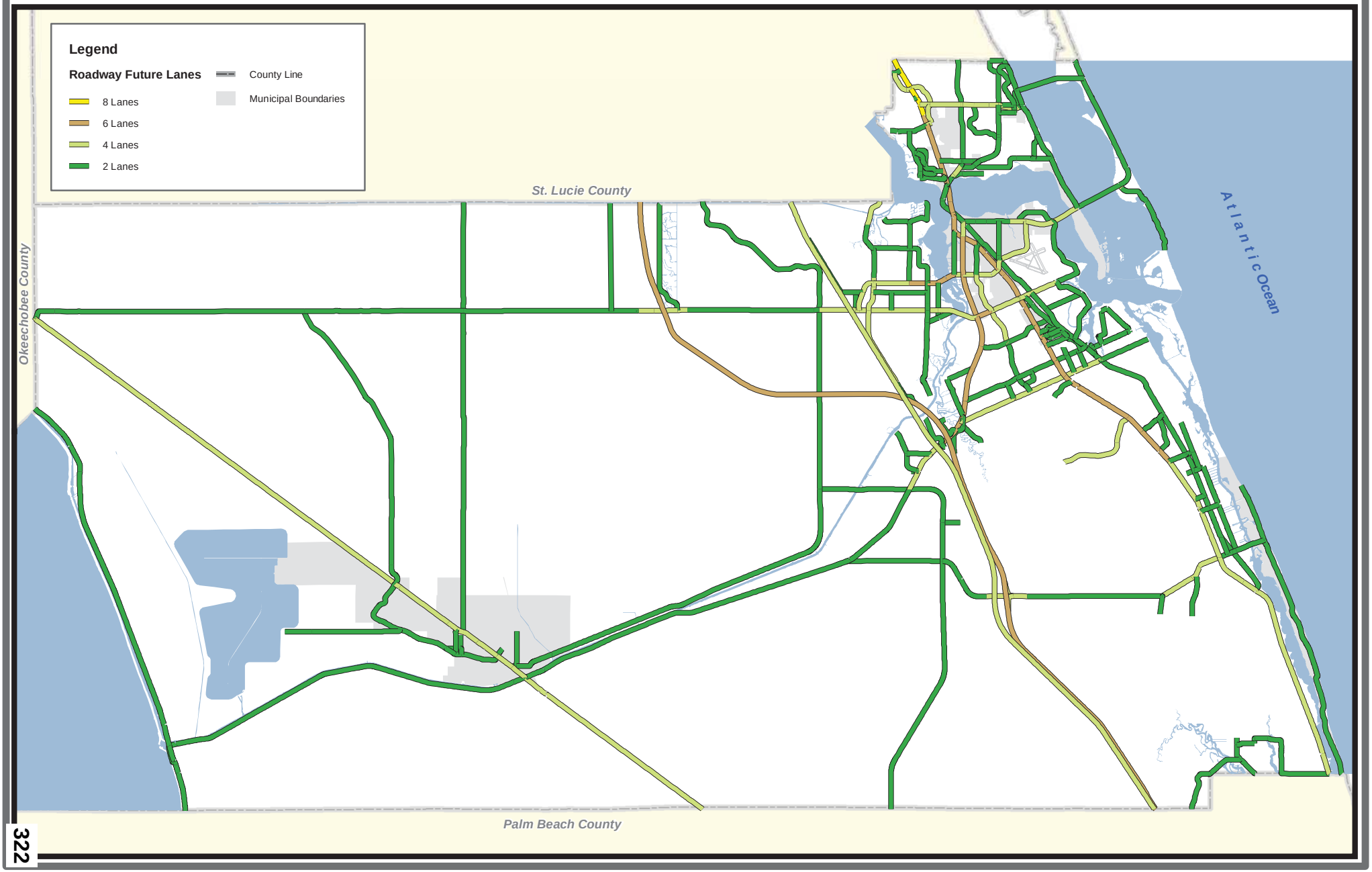
2040 Transportation Map
Roadway Lanes
Figure 5-5C



Martin County

Draft March 24, 2021

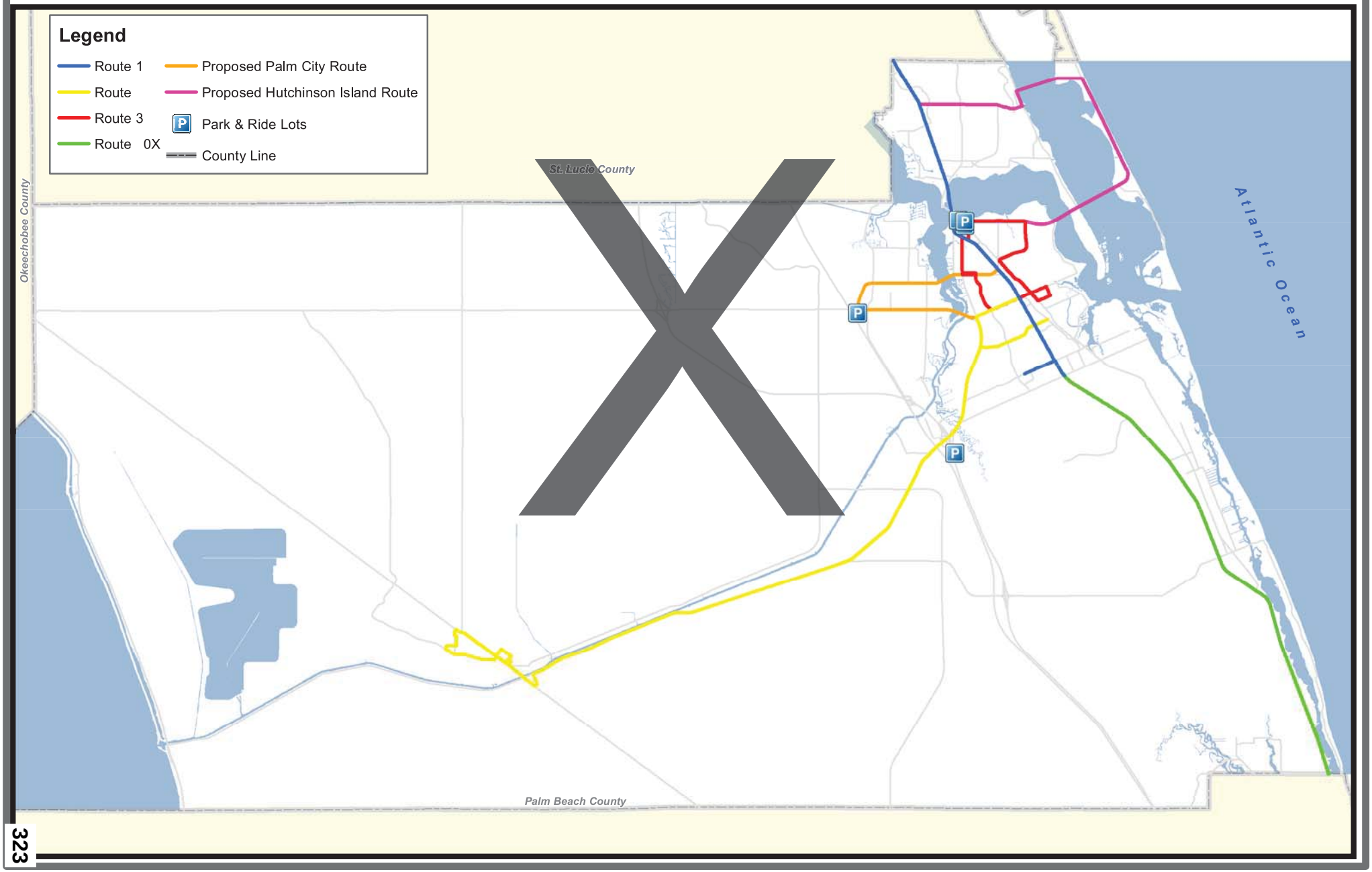
2045 Transportation Map
Roadway Lanes
Figure 5-5C



Martin County

October 2 , 2 17

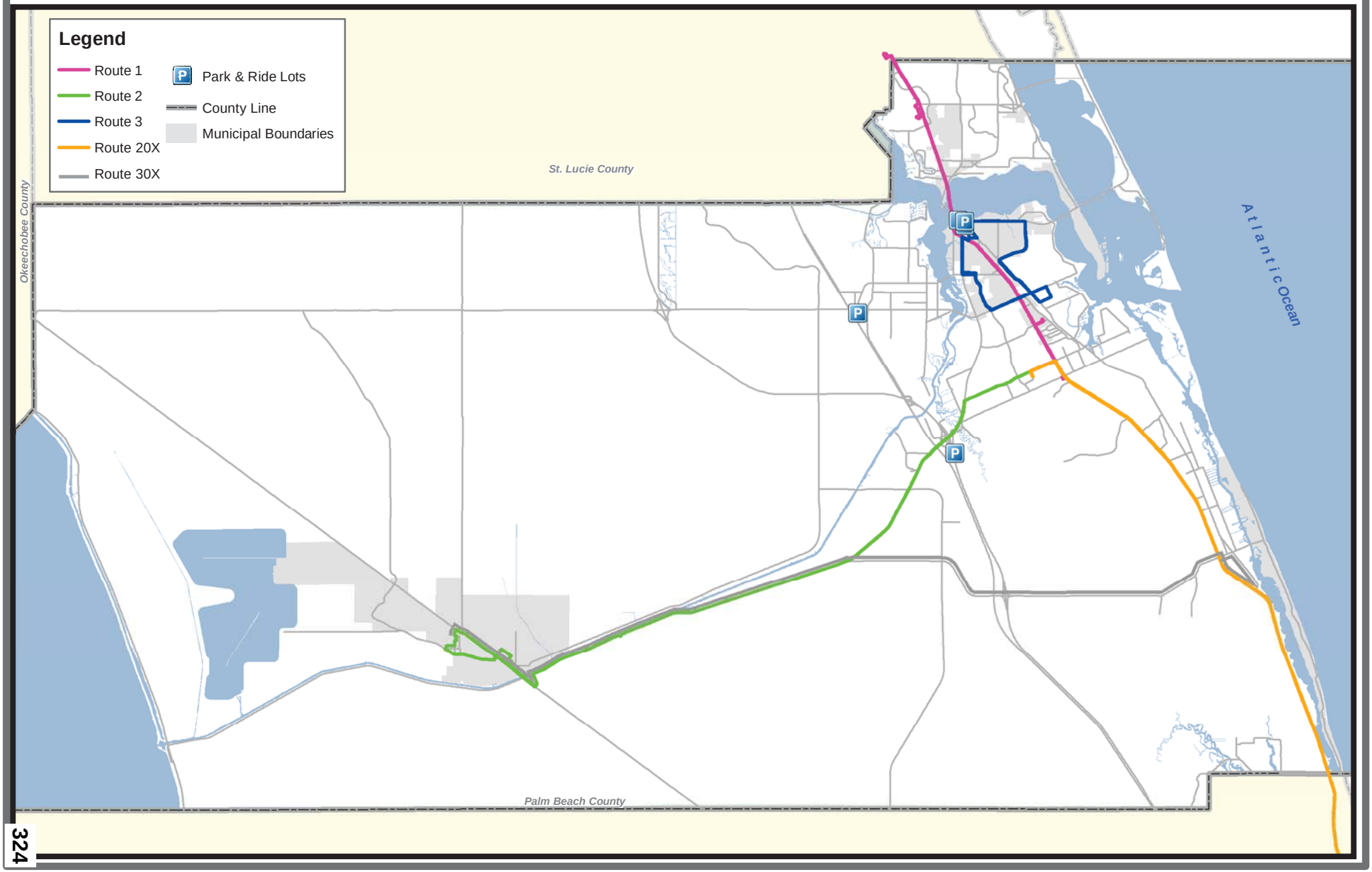
2040 Transportation Map
Public Transportation
Figure 5-7



Martin County

2045 Transportation Map
Public Transportation
Figure 5-7

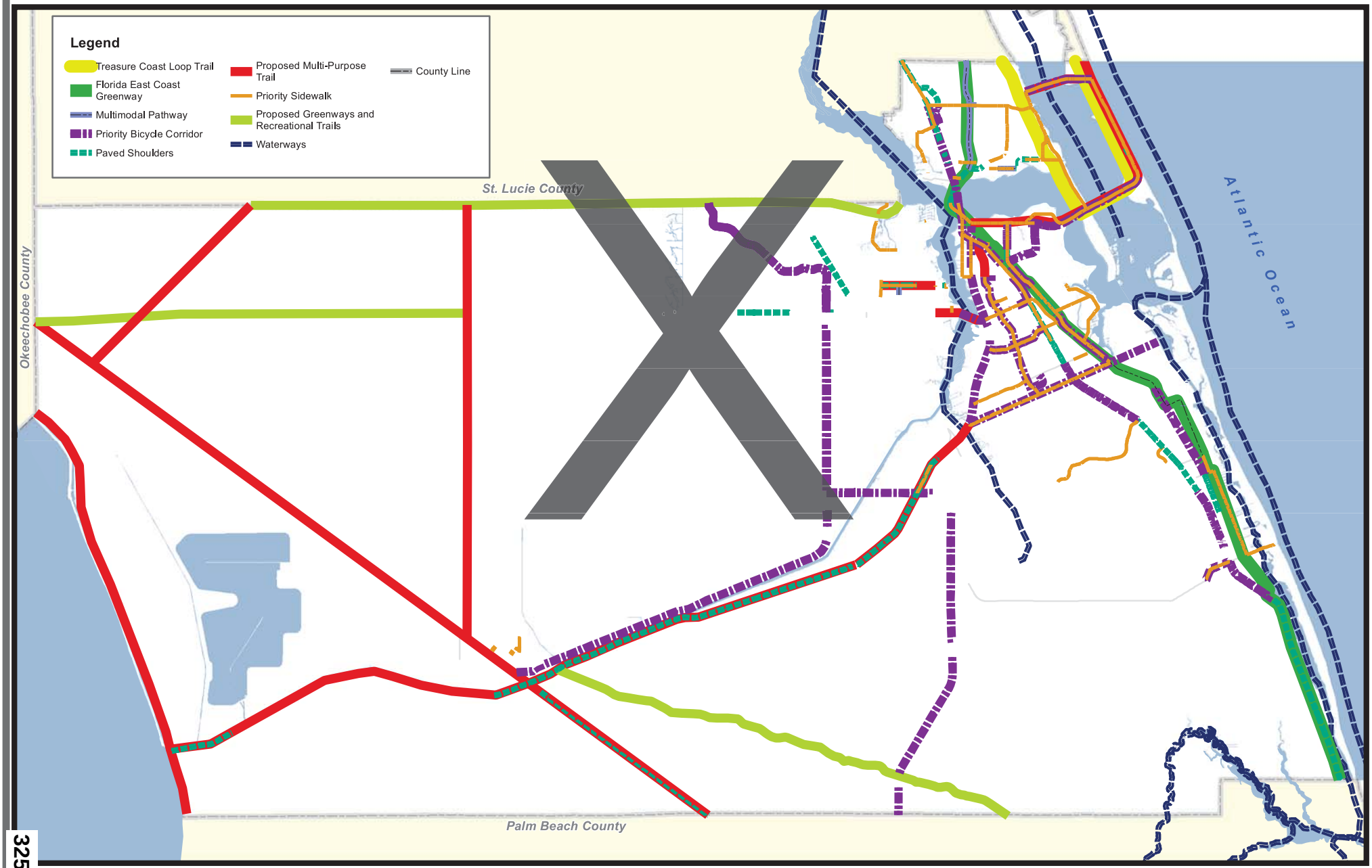
Draft March 24, 2021



Martin County

2040 Transportation Map
Non Motorized Transportation System
Figure 5-8

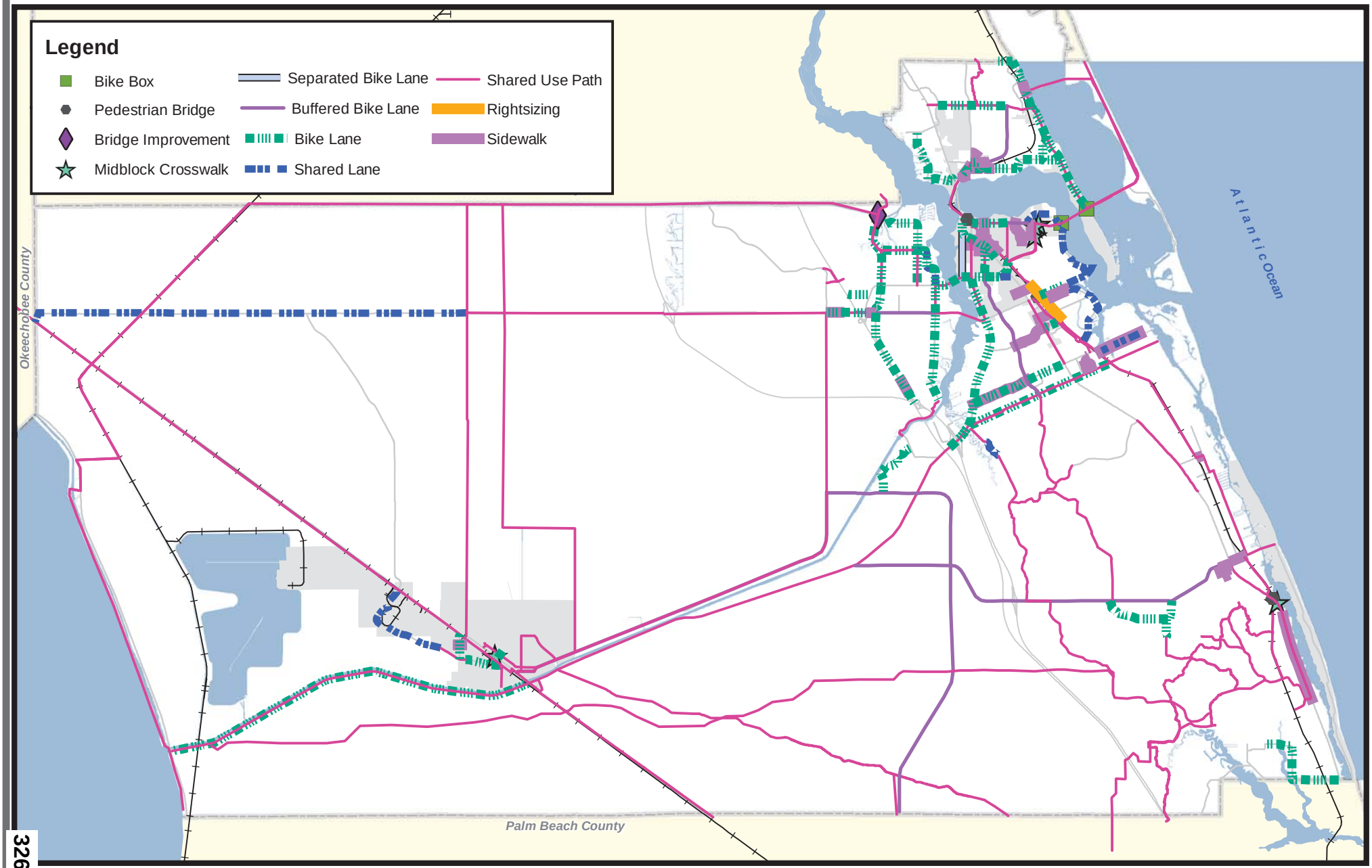
October 2 , 2 17



Martin County

2045 Transportation Map
Non Motorized Transportation System
Figure 5-8

Draft March 24, 2021

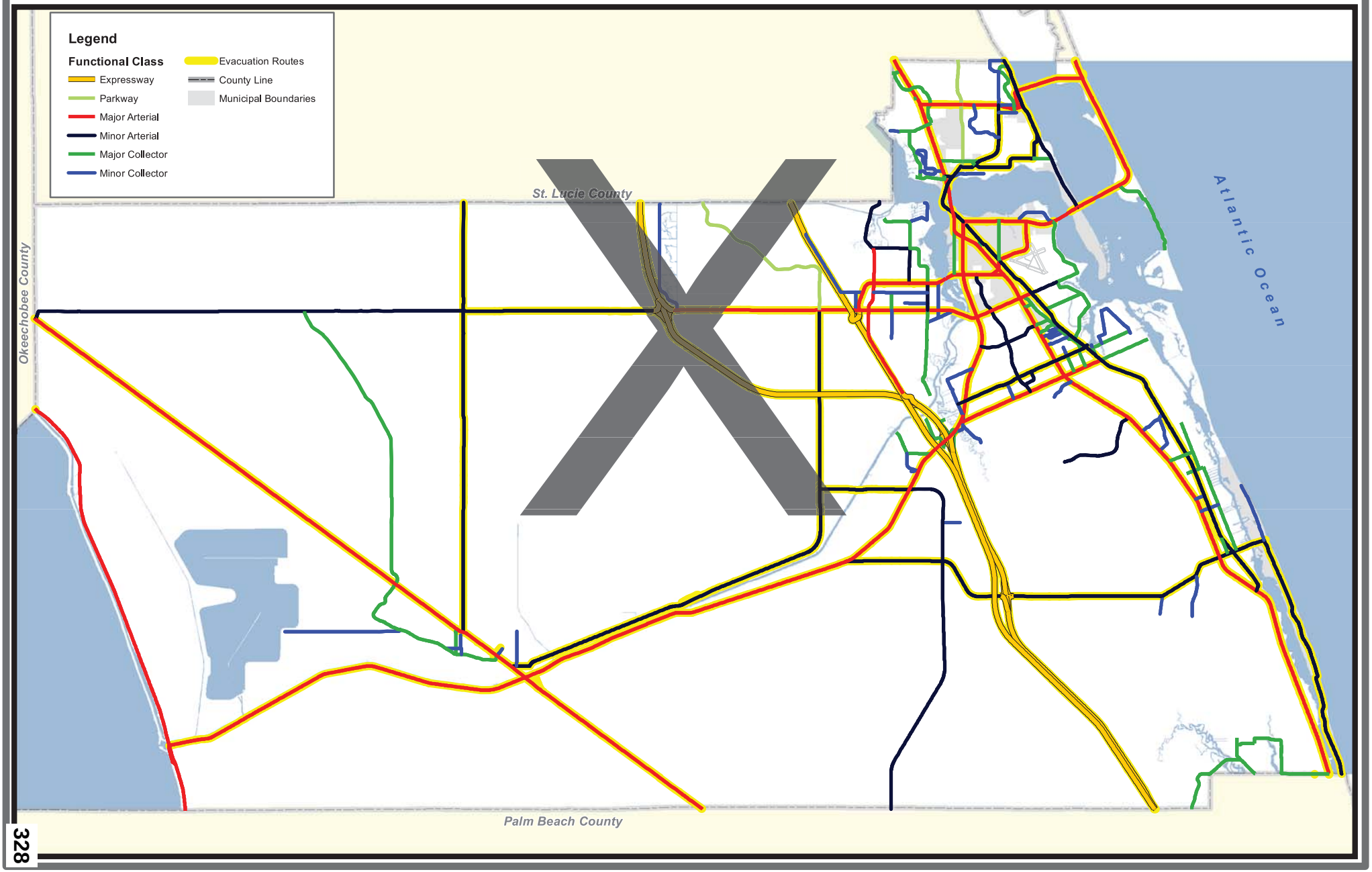


Attachment: 2017 Existing Transportation Map Series (stricken) and 2021 Existing Transpiration Map Series

Martin County

2017 Transportation Map
Roadway Functional Class and Evacuation
Figure 5-1A

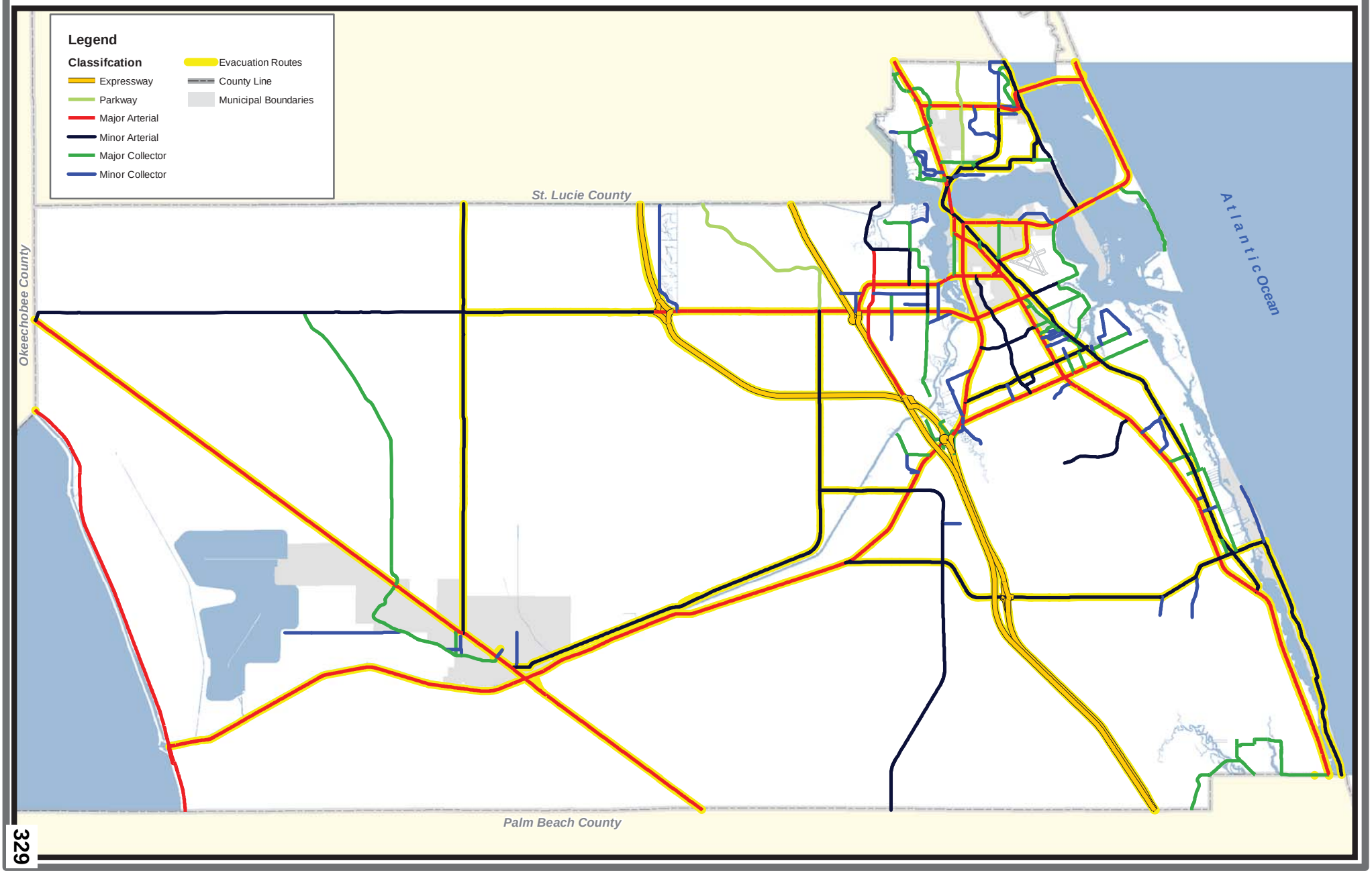
October 24, 2017



Martin County

2021 Transportation Map
Roadway Functional Classification and Evacuation
Figure 5-1A

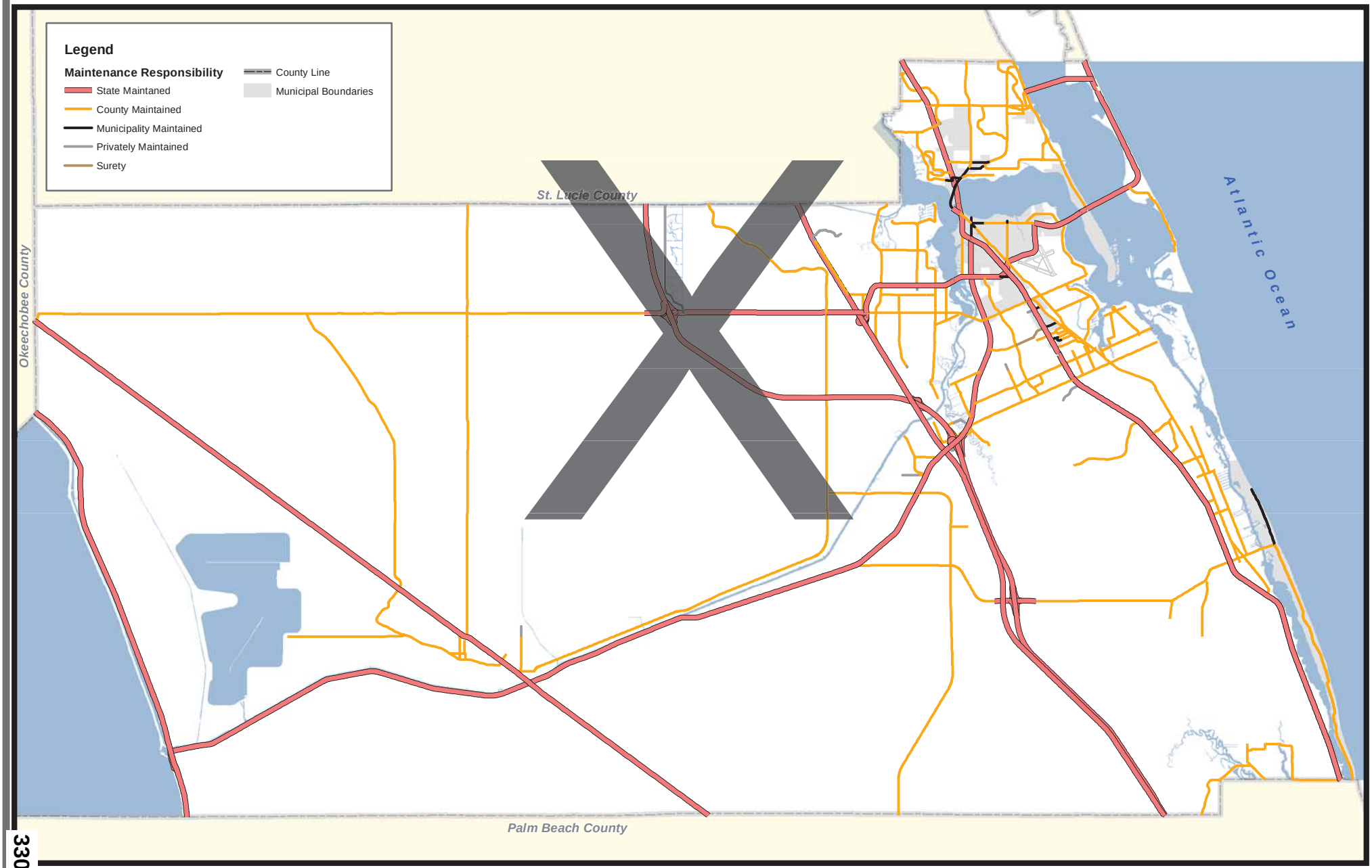
Draft March 24, 2021



Martin County

2017 Transportation Map
Roadway Maintenance
Figure 5-1B

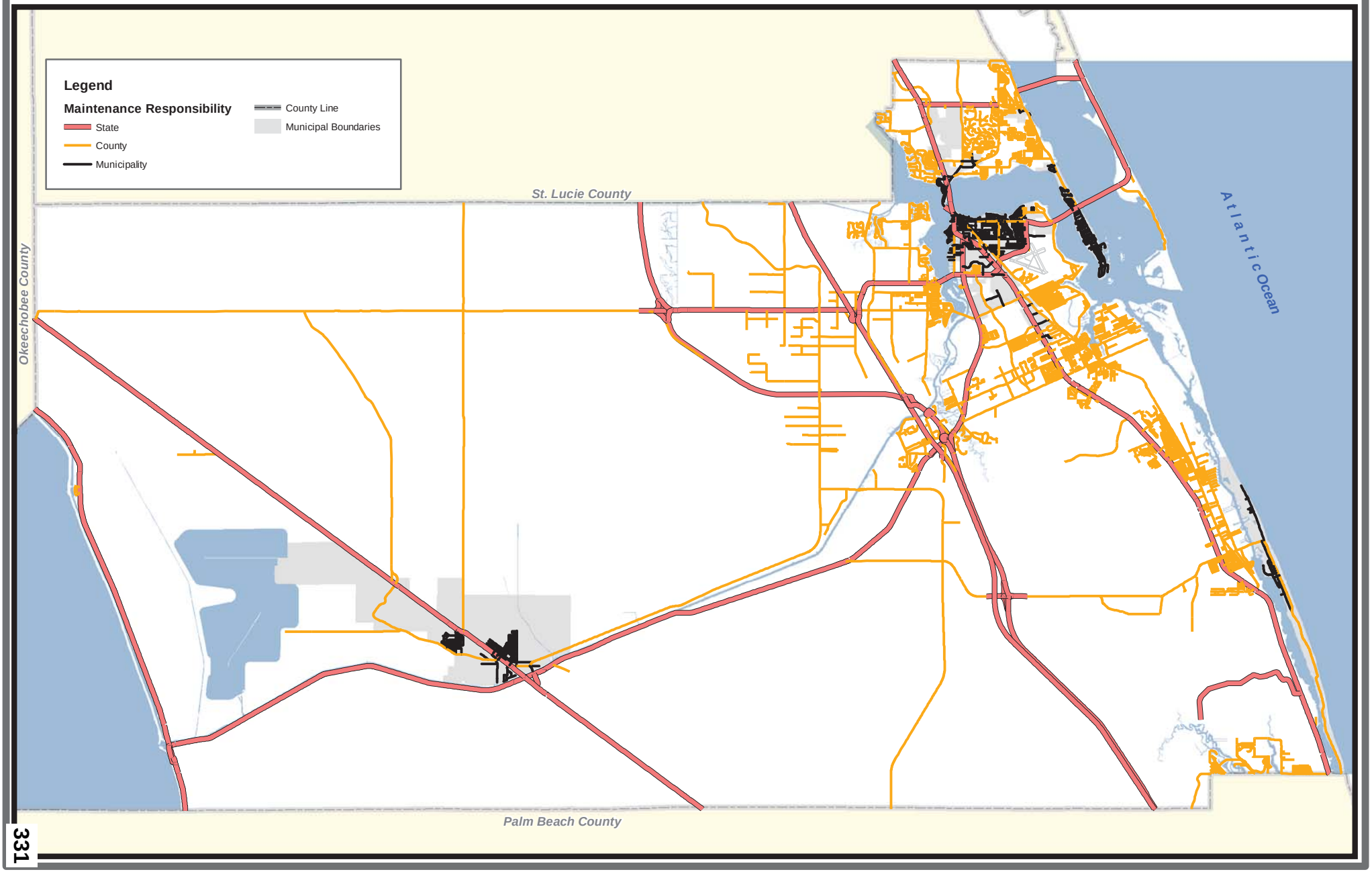
Draft October 24, 2017



Martin County

2021 Transportation Map
Roadway Maintenance
Figure 5-1B

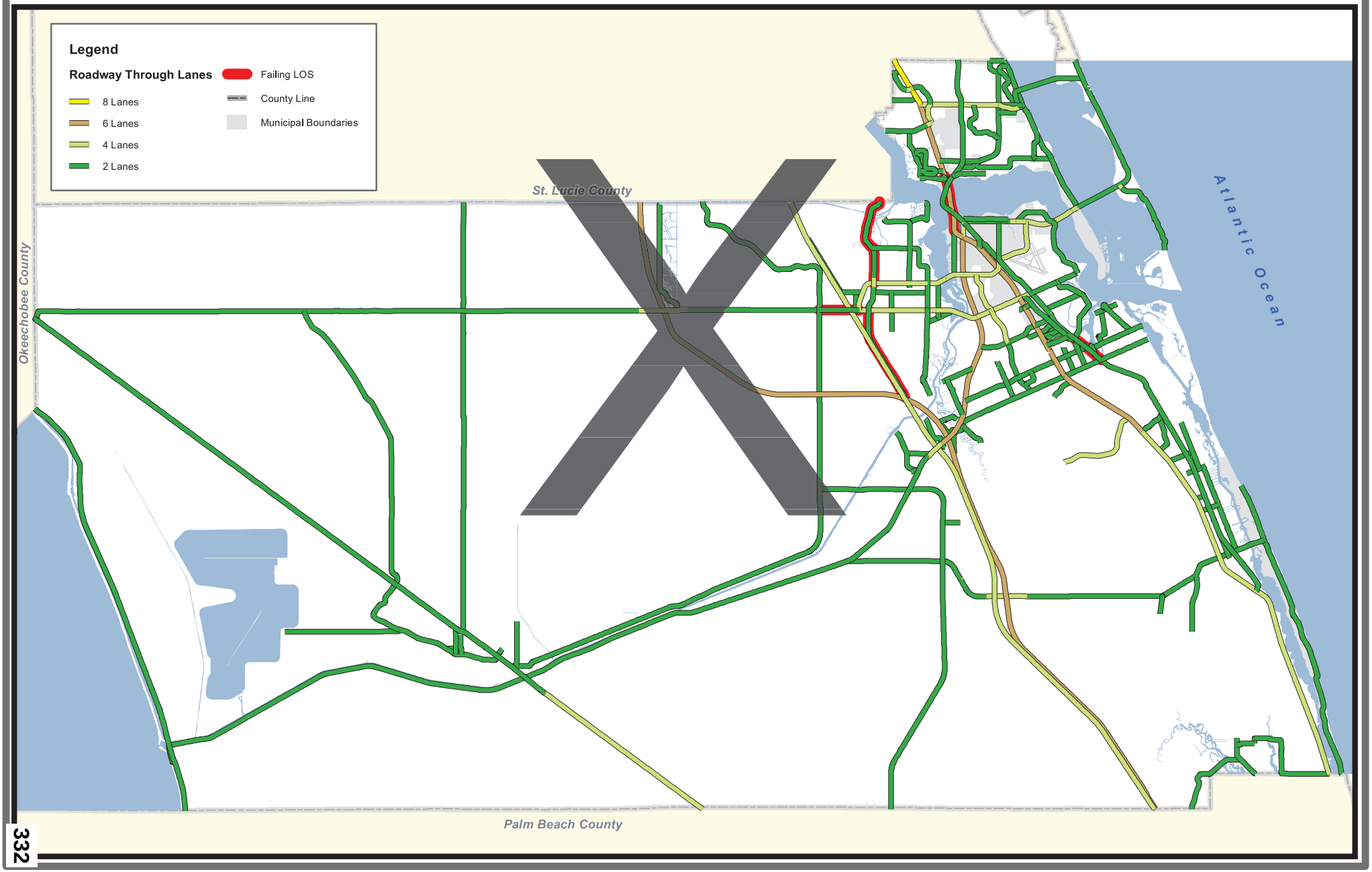
Draft February 24, 2021



Martin County

2017 Transportation Map
Roadway Lanes and Level of Service
Figure 5-1C

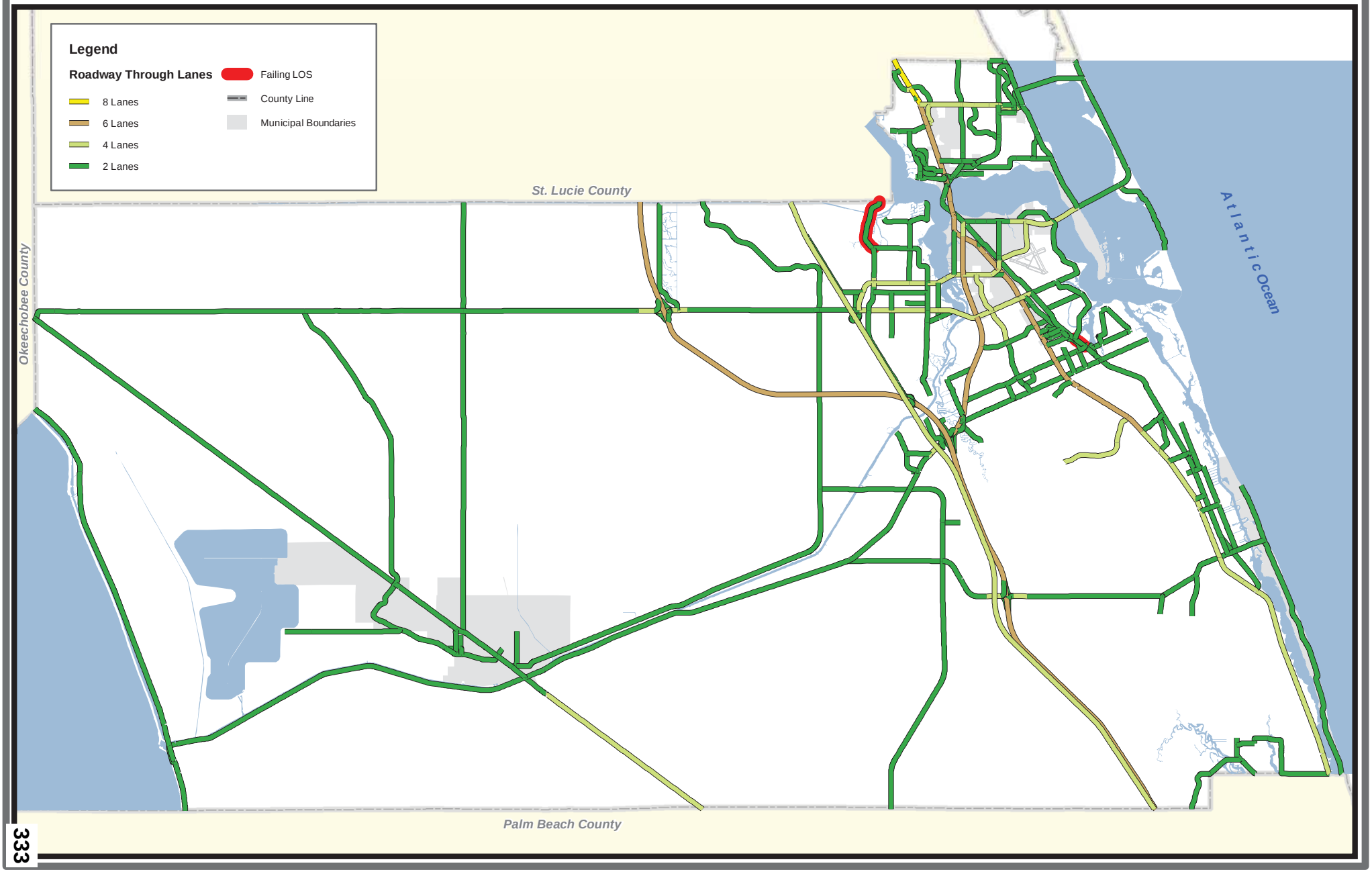
October 24, 2017



Martin County

2021 Transportation Map
Roadway Lanes and Level of Service
Figure 5-1C

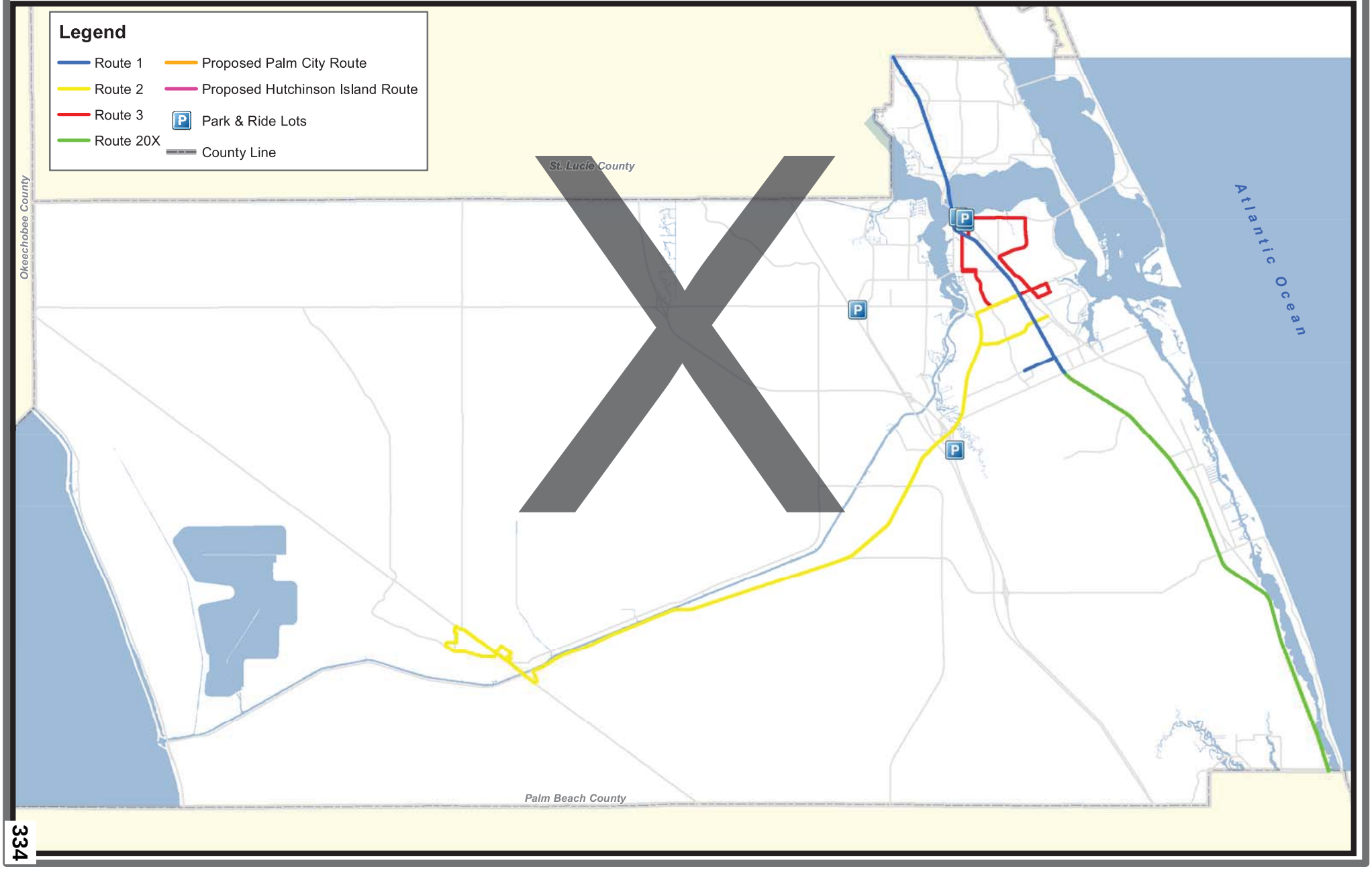
Draft March 24, 2021



Martin County

October 24, 2017

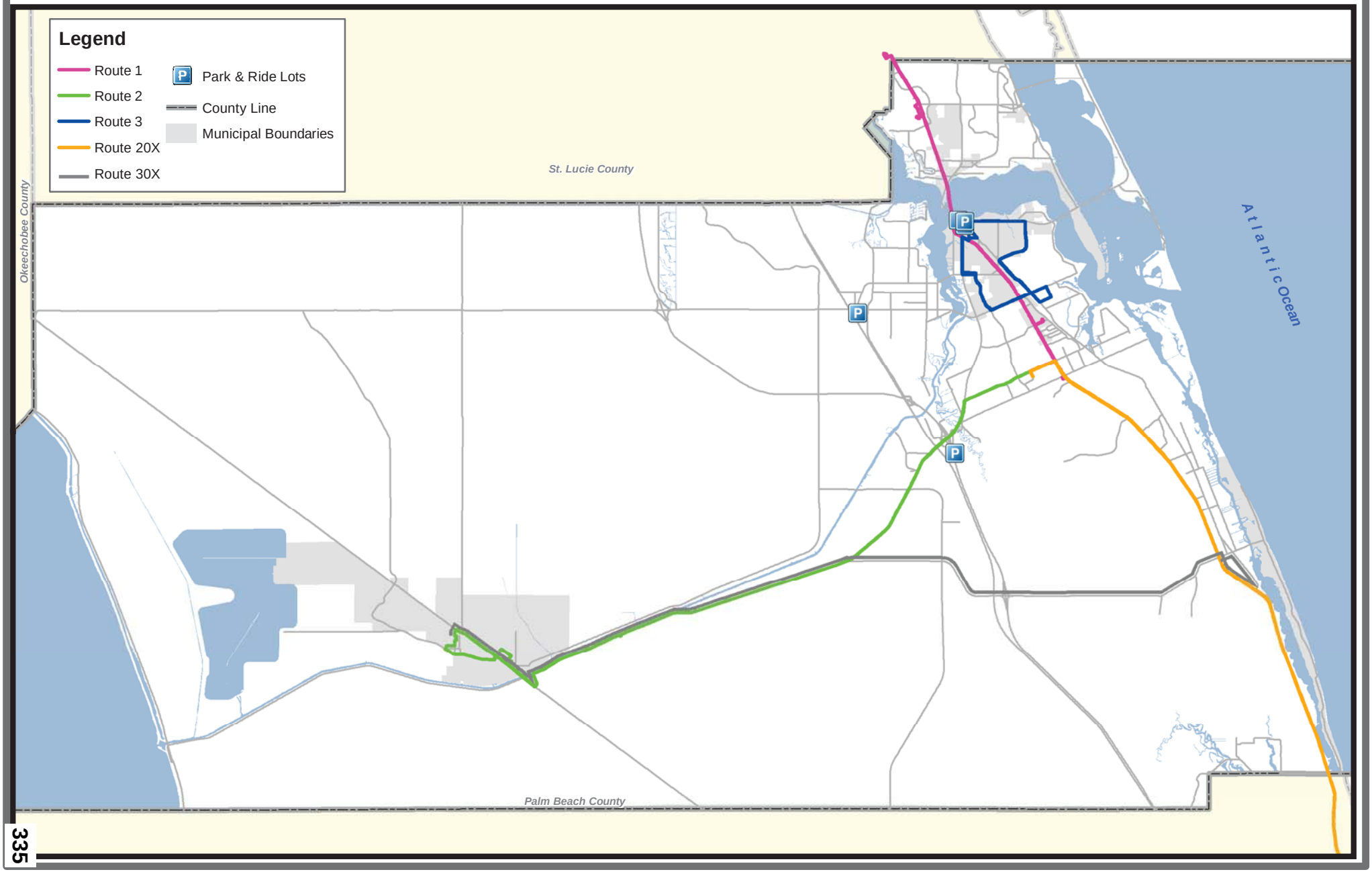
2017 Transportation Map
Public Transportation
Figure 5-3



Martin County

Draft March 24, 2021

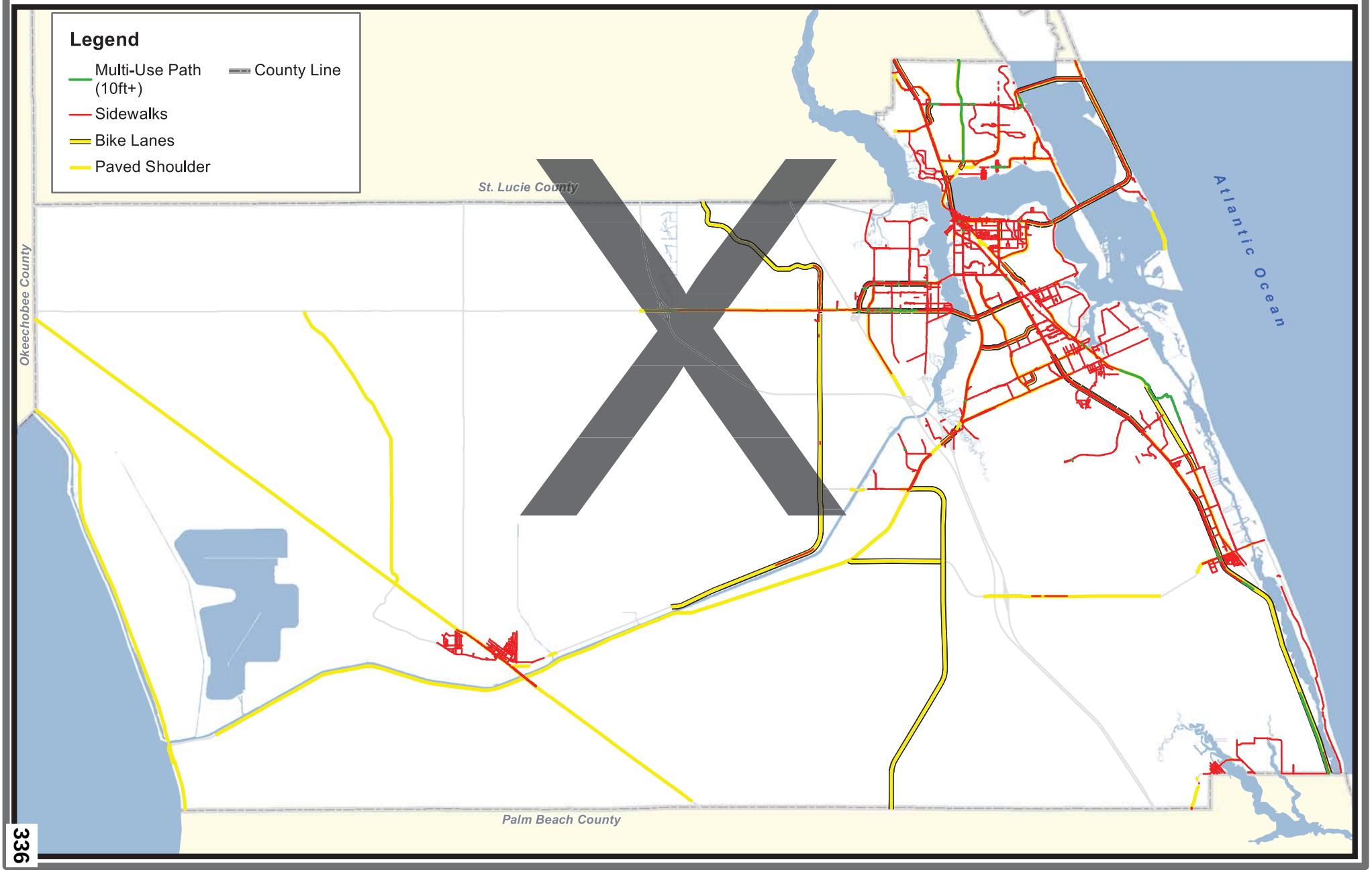
2021 Transportation Map
Public Transportation
Figure 5-3



Martin County

October 24, 2017

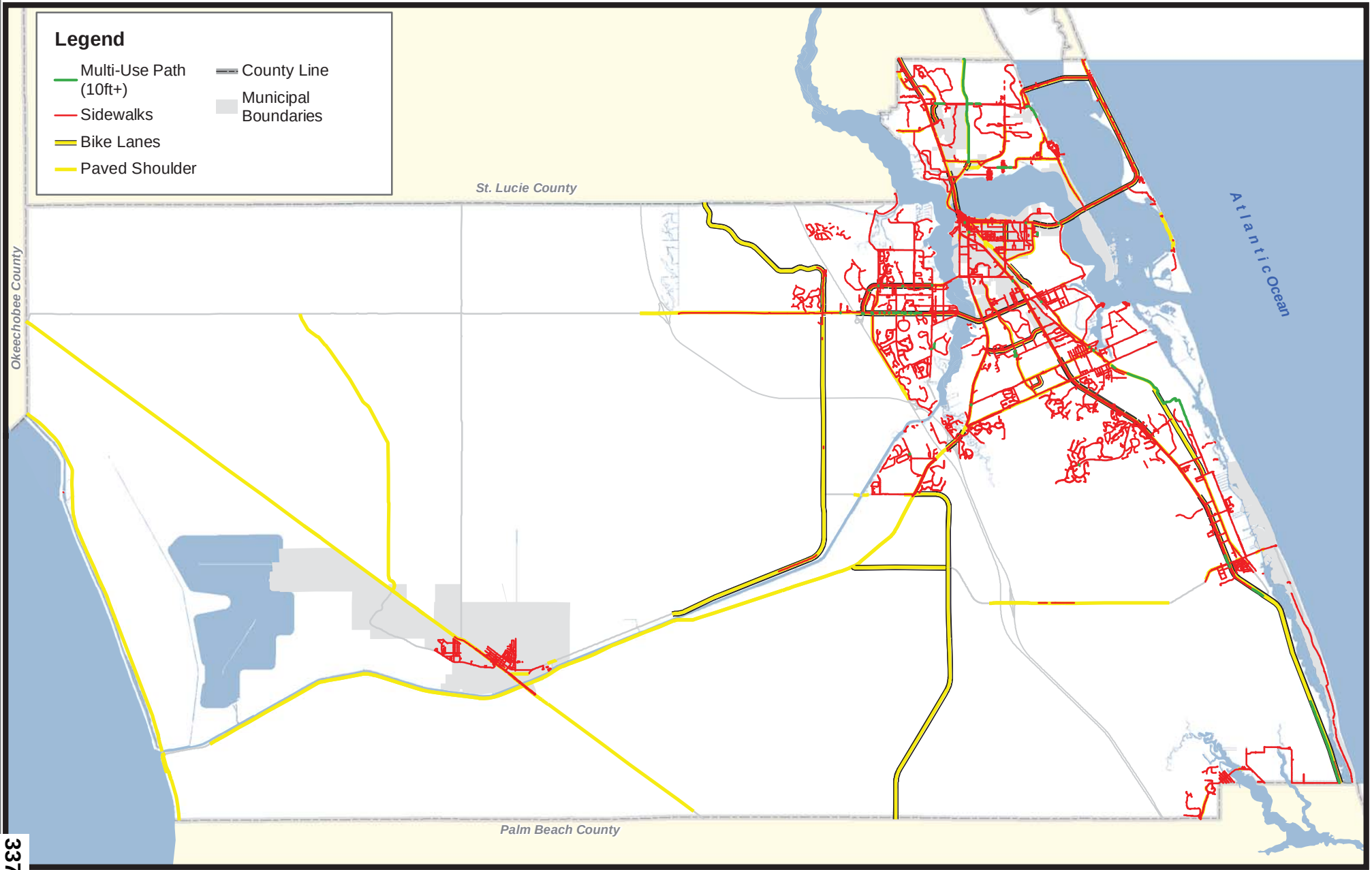
2017 Transportation Map
Non Motorized Transportation System
Figure 5-4



Martin County

Draft March 24, 2021

2021 Transportation Map
Non Motorized Transportation System
Figure 5-4



Prepared By: Maria Jose
Martin County
Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 21-1.2

A RESOLUTION OF MARTIN COUNTY, FLORIDA, TO INITIATE TEXT AMENDMENTS TO THE COMPREHENSIVE GROWTH MANAGEMENT PLAN

WHEREAS, every 5 years, the Metropolitan Planning Organization (MPO) updates the Long Range Transportation Plan (LRTP); and

WHEREAS, the 2045 LRTP has recently been adopted, replacing the 2040 LRTP, and accordingly, Chapter 5, Transportation Element, of the Martin County Comprehensive Growth Management Plan should be amended in order to be consistent with the 2045 LRTP; and

WHEREAS, the Martin County Comprehensive Growth Management Plan, Section 1-11, Amendment Procedures, states that the Martin County Board of County Commissioners may, by resolution, initiate a request to amend, modify, add to, or change the Comprehensive Growth Management Plan

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT:

The Martin County Board of Commissioners herein initiates a Comprehensive Plan Text Amendment to Chapter 5, Transportation Element, of the Martin County Comprehensive Growth Management Plan, and any other chapters of the Comprehensive Growth Management Plan as needed to achieve consistency.

DULY PASSED AND ADOPTED THIS 5th DAY OF JANUARY 2021.

ATTEST:

CAROLYN TIMMANN,
CLERK OF THE CIRCUIT
COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: _____
STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: _____
SARAH W. WOODS,
COUNTY ATTORNEY

Public Notice

Vaccines

Continued from Page 17A

figures and/or estimates of vaccinations reported large gaps in vaccinations.

The publicly operated Sarasota Memorial Healthcare System, which requires employees to report their vaccination status, had among the highest known vaccination numbers of the hospitals contacted for this story.

Spokeswoman Kim Savage said last week that the organization's overall staff vaccination rate was 65%. About 90% of its 1,000 physicians and medical staff have at least one of two required shots, Savage added. The health care system has held its own vaccination clinics to encourage employee compliance.

"We will continue encouraging vaccination at other community and retail vaccination sites for new employees and those who were initially hesitant," Savage said in an email.

The private Naples-based NCH Healthcare System, Collier County's largest hospital operator, said that more than 65% of its staff — including physicians, contractors and vendors — has been fully vaccinated. But spokesman Shawn McConnell says that reporting is not required.

Like other hospitals, NCH does not require employees to get shots. But McConnell said that could eventually change.

"NCH is currently discussing the decision to mandate vaccines once FDA approval for the vaccines is granted, however, a final decision has not been made at this time," he said.

Flagler Health+, which operates Flagler Hospital in St. Johns County, estimates that 55% of its employees have been vaccinated. St. John's County, home to historic St. Augustine, is consistently ranked as one of Florida's healthiest (and wealthiest) counties.

Spokeswoman Gina Mangus said the healthcare system provides an education program in order to support informed decision-making when it comes to vaccines.

"The voluntary COVID-19 policy was established at the inception of vaccine availability, in collaboration with our inter-professional COVID-19 vaccination team and our ethics committee," Mangus said in an emailed statement.

"As with all of our policies, we will continue to monitor, evaluate and make adjustments should they be deemed necessary."

Safety issue?

All hospitals contacted for this story maintain that patient safety is not being compromised, even if large shares of their employees aren't vaccinated.

Front-line workers are required to wear masks at all times and COVID-19 patients are quarantined under standards set by the Centers for Disease Control and Prevention, they say.

Mary Briggs, a spokeswoman for the Lee Health hospital system, said all hospital employees caring for COVID-19 patients are provided with special protective gear. But, like other hospital systems contacted, it won't require staff to alert others if they have not been vaccinated.

Lee Health, for instance, requires a "Flu Proof" sticker for badges of employees who receive mandatory influenza vaccine shots every year. Employees are allowed to opt out for medical and/or religious reasons. Before COVID-19, those not flu-vaccinated had to also wear masks in inpatient areas. Now everyone does.

Still, the federal Occupational Safety and Health Administration earlier this month published new rules to protect workers from COVID-19, a threat it called a "grave danger."They include rules on social distancing, mask-wearing and allowing employees time to get vaccinated.

They stop short of requiring vaccinations, however. But more hospitals are likely going to do that on their own, said Adalja, the senior scholar at the Johns Hopkins Center for Health Security.

"What I think will happen is more hospitals will start to do this, especially after you had the court decision in favor of Houston Methodist (a hospital that started requiring them)," he said. "I think that will embolden them."

He added: "I would encourage them to just have the courage to just do it," he said.

"Truth is on the side of the vaccine, not on the vaccine-hesitant health care workers."

Nikki Ross, a reporter for The Daytona Beach News-Journal, contributed to this report

Frank Gluck is a watchdog reporter with The News-Press and the Naples Daily News. Connect with him at fgluck@news-press.com or on Twitter: @FrankGluck

Water

Continued from Page 1A

members. "We didn't talk about human health."

Shifting the conversation from environmental to public health concerns is important, though it was an unpopular opinion when he spoke out about it three years ago.

"I received some criticism from some officials and business leaders who feared it would hurt tourism," Lord said.

It took similar rhetoric and actions from local leaders such as U.S. Rep. Brian Mast, R-Palm City, to begin to change water management policy to keep people safe, Lord said.

"We have a congressman who made it a big issue to work on improving water quality and stopping discharges. We have a governor who seems sympathetic to us and has given us his support," Lord said. "I think we owe a debt of gratitude to the blue-green algae. It changed the conversation."

Cleveland Clinic give patients unique water pollution questionnaire

The hospital has been proactive and is prepared to help patients exposed to toxic and otherwise harmful algae, Lord said.

"We know when it's cyanobacteria season. We have to prepare for it every year. We have signs in our emergency rooms," Lord said. "We have a questionnaire we give to patients. It's a form we developed. We're the only hospital in America passing this form out."

The form asks patients if they have symptoms typical from exposure to harmful algae such as nausea, vomiting, skin rash, eye irritation or respiratory issues. But more research is needed on the long-term effects of cyanobacteria exposure, Lord said.

Some preliminary research indicates a link between long-term inhalation of the toxin microcystin with fatal liver disease and neurological ailments such as Alzheimer's, Parkinson's and Lou Gehrig's diseases. BMAA is the suspected culprit.

"I'm in the business of taking care of sick people," Lord said, "but I'd like to be in the business of keeping people well."

What the future holds for Cleveland Clinic Martin Health CEO

Lord said he hopes to see the day when there are no Lake Okeechobee discharges; when most of the excess water is diverted south into the Everglades where it is needed; and when water is clean in Lake O as well as stormwater runoff from agricultural lands into the C-23 and C-24 canals in St. Lucie and Martin counties, respectively.

When Lord retires at the end of the year, he hopes to spend more time fishing with his grandsons in search of snook and spotted seatrout.

"I also look forward to continuing to advocate for clean water," he said. "My happiest memories here involve fishing in the Indian River Lagoon, the St. Lucie River and the (St. Lucie) Inlet. I love the rivers and the creatures that live in them."

The Rivers Coalition, founded in 1998 after particularly destructive Lake O discharges, includes 50 organizations, homeowner associations, businesses, clubs and individuals.

They advocate ending Lake O discharges and cleaning the polluted St. Lucie River and Indian River Lagoon waters.

Thursday was the group's first in-person meeting since February 2020 because of the coronavirus pandemic.

Ed Killer is TCPalm's outdoors writer. Sign up for his and other weekly newsletters at profile.tcpalm.com/newsletters/manage. Friend Ed on Facebook at Ed Killer, follow him on Twitter @tcpalmekiller or email him at ed.killer@tcpalm.com.



Rob Lord, president of Cleveland Clinic Mart[illegible]alth, speaks to the Rivers Coalition on June 24 about the human health problems created by harmful alga[illegible] KILLER/TCPALM

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NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the Board of County Commissioners of Martin County will conduct public hearings on July 13, 2021 beginning at 9:00 A.M., or as soon thereafter as the items may be heard, to review the following items:

1. Comprehensive Plan Amendment 21-01, Chapter 5, Transportation Element: A request to amend the text of Chapter 5, Transportation Element of the Martin County Comprehensive Growth Management Plan.

2. AN ORDINANCE OF MARTIN COUNTY, FLORIDA, REGARDING COMPREHENSIVE PLAN AMENDMENT 21-06, MAGGY'S HAMMOCK PARK, AMENDING THE FUTURE LAND USE MAP OF THE MARTIN COUNTY COMPREHENSIVE GROWTH MANAGEMENT PLAN; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY, AND APPLICABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE, AND AN EFFECTIVE DATE.

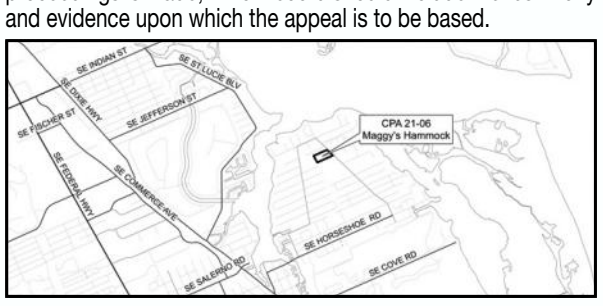
In conjunction with:

3. A RESOLUTION OF MARTIN COUNTY, FLORIDA, REGARDING AN APPLICATION TO CHANGE THE ZONING DISTRICT FROM R-1B, SINGLE FAMILY RESIDENTIAL DISTRICT, TO PC, PUBLIC CONSERVATION DISTRICT AND PS-1, PUBLIC SERVICE DISTRICT OR THE MOST APPROPRIATE ZONING DISTRICT ON 5.4 ACRES AT S.E. KUBIN AVENUE, NORTH OF MAGGY'S HAMMOCK PARK, PORT SALERNO.

All interested persons are invited to attend and be heard. The meeting will be held in the Commission Chambers on the first floor of the Martin County Administrative Center, 2401 SE Monterey Road, Stuart, Florida 34996. Written comments may be mailed to: Paul Schilling, Director, Martin County Growth Management Department, 2401 S.E. Monterey Road, Stuart, Florida 34996. Copies of the items will be available from the Growth Management Department. For more information, contact the Growth Management Department at (772) 288-5495.

Persons with disabilities who need an accommodation in order to participate in this proceeding are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the ADA Coordinator at (772) 320-3131, or the Office of the County Administrator at (772) 288-5400, or in writing to 2401 SE Monterey Road, Stuart, FL, 34996, no later than three days before the hearing date. Persons using a TTY device, please call 711 Florida Relay Services.

If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council, or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.



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Section-Page-Zone(s): A-18-All
Description: Martin County - Growth Management

File ID: 21-0891 PH-3 **Meeting Date:** 7/13/2021

PLACEMENT: Public Hearings

TITLE:

LEGISLATIVE PUBLIC HEARING TO CONSIDER ADOPTION OF COMPREHENSIVE PLAN AMENDMENT (CPA) 21-06, MAGGY'S HAMMOCK PARK

EXECUTIVE SUMMARY:

This is a request for a small-scale amendment to the Future Land Use Map (FLUM) on a 5.4-acre parcel. The request would change the future land use designation from Residential Estate Density (up to 2 units per acre) to Public Conservation and General Institutional. The parcel is on SE Kubin Avenue and is located north of Maggy's Hammock Park, Port Salerno.

DEPARTMENT: Growth Management

PREPARED BY: **Name:** Maria Jose, M.S.
Title: Senior Planner

REQUESTED BY: Martin County Board of County Commissioners

PRESET:

PROCEDURES: Plan Amendment

BACKGROUND/RELATED STRATEGIC GOAL:

Section 1.11.D(3) of the Comprehensive Plan Growth Management Plan (Comp Plan) authorizes small-scale development amendments in accordance with Section 163.3187, Florida Statutes (FS). Small-scale development amendments require two public hearings. The first public hearing was conducted by the Local Planning Agency on June 3, 2021. The second public hearing is the adoption hearing before the Board of County Commissioners. Small-scale development amendments are not transmitted to the state land planning agency or other local and regional reviewing agencies.

A proposed amendment of the Comprehensive Plan is eligible to be processed as a small-scale development amendment if:
(a) ten or fewer acres are involved;
(b) the proposed amendment does not involve a change to the text of the Goals, Objectives or Policies of the Comp Plan; however, text changes relating directly to, and adopted simultaneously with, a small-scale amendment of the Future Land Use Map, are permitted; and,
(c) the land that is the subject of the proposed amendment is not located within an area of critical state concern, unless the proposed amendment involves the construction of affordable housing and meets other statutory criteria.

If not timely challenged, the effective date of a small-scale Comp Plan amendment is 31 days after adoption by the Board of County Commissioners. If timely challenged, an amendment does not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining that the adopted small-scale development amendment is in compliance. If approval of a small-scale plan amendment is challenged, the process for the administrative review will be as provided in Section 163.3187(5), FS.

ISSUES:

Please see the attached staff report for analysis of the proposed amendment.

LEGAL SUFFICIENCY REVIEW:

Decisions approving or rejecting proposed amendments constitute legislative actions because they involve the policy making function of the BCC. They are different from rezoning and site plan decisions which are quasi-judicial actions involving the application of general rules of policy to specific situations. If approval of a Comprehensive Plan amendment is challenged by an affected person, the approval will be sustained if it complies with Florida Statutes regarding (1) procedural requirements (e.g. proper notice, public hearing), and (2) substantive requirements (e.g. adequate data and analysis, internal consistency). The fairly debatable standard is applicable to the review and requires judicial approval of a BCC approval if reasonable persons could differ as to the propriety of the decision. For example, if a petitioner were to claim that an amendment adopted a provision that was not consistent with an existing provision of the Comprehensive Plan, the court would strike down the amendment only if the court found no reasonable person would think that the two provisions are consistent.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board approve CPA 21-06, Maggy's Hammock Park, which assigns the Public Conservation and General Institutional future land use designations to the property.

ALTERNATIVE RECOMMENDATIONS

Move that staff provide additional information and continue the item to a future date.

FISCAL IMPACT:

RECOMMENDATION

Staff time.

ALTERNATIVE RECOMMENDATIONS

Staff Time.

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☒ Ordinance ☐ Resolution

☐ Other:

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PROPOSED AMENDMENT TO THE
MARTIN COUNTY COMPREHENSIVE PLAN

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REQUEST NUMBER: CPA 21-06 Maggy's Hammock Park

Report Issuance Date: June 18, 2021

APPLICANT: Martin County Board of County Commissioners

REPRESENTED BY: Paul Schilling
Director, Growth Management Department

PLANNER-IN-CHARGE: Maria Jose, M.S., Senior Planner
Growth Management Department

PUBLIC HEARINGS:	Date	Action
Local Planning Agency:	6/3/2021	LPA voted 4-0 for staff's recommendation
BCC Transmittal:	NA	
BCC Adoption:	7/13/21	

SITE LOCATION: The 5.4 acre parcel is located on S.E. Kubin Avenue, north of Maggy's Hammock Park, Port Salerno.

APPLICANT REQUEST: The small scale amendment was initiated by the Board of County Commissioners (BOCC), for a comprehensive plan amendment to the Future Land Use Map (FLUM) to change the parcel from Residential Estate Density (2 units per acre) to Public Conservation future land use along with a concurrent separate application to rezone from R-1B to PC or the most appropriate zoning district. The Board acquired the property on March 12, 2021.

STAFF RECOMMENDATION:
Staff recommends approval of the proposed FLUM change.

EXECUTIVE SUMMARY:
The subject site is shown below, highlighted in blue (Figure 1).

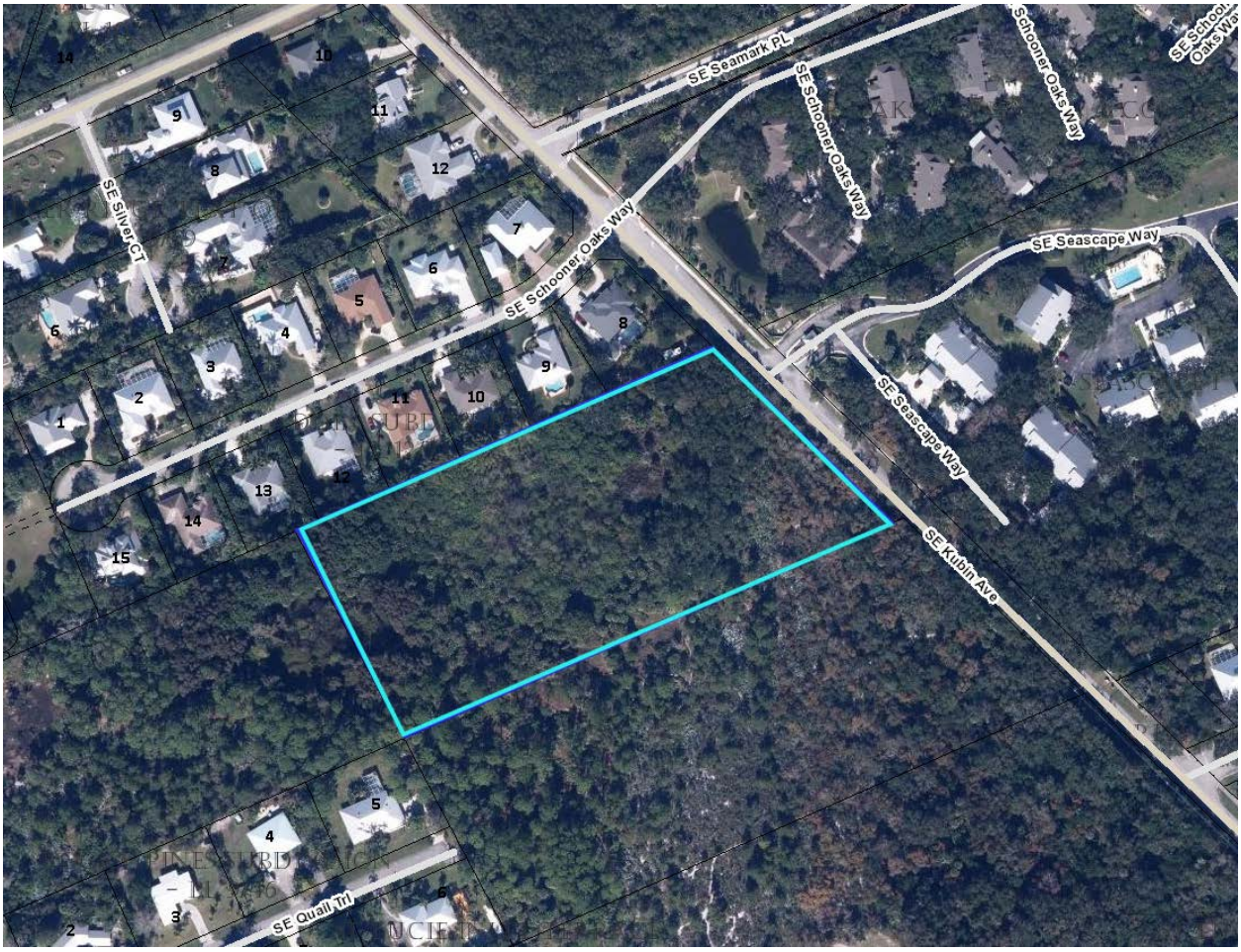


Figure 1, a location map that shows the subject site, highlighted in blue.

On April 13, 2021, the Board of County Commissioners initiated a Future Land Use Map Amendment (along with concurrent rezoning) to amend the future land use designation of the subject property from Residential Estate Density to Public Conservation. The Martin County Utility & Solid Waste Department conveyed their request to Growth Management Department staff that they would like to utilize a 134.87′ x 134.87′ portion of the subject site for a Vacuum Station that could provide utility services to the nearby developed area (Rocky Point area). Many of the developments in the Rocky Point area rely on septic systems and do not have access to water and sewer services. Staff concurs with the request and recommends designating that portion of land to be General Institutional, while designating the rest of the parcel as Public Conservation.

This staff report will consider the proposed future land use designations and will analyze whether they are consistent with the Comprehensive Growth Management Plan (CGMP) and compatible with the surrounding properties.

1. PROJECT/SITE SUMMARY

1.1. Physical/Site Summary

The subject property is 5.4 acres. The parcel is within the following:

Planning District: Port Salerno

Adjacent Planning District: South County.
Commission District: District 4.
Taxing District: District 4 Municipal Service Taxing Unit.
Urban Service District: Yes, the subject property is located inside the Primary Urban Service District (PUSD)

1.2 Major Roadways

The major roadways closest to the subject parcel are S.E. Kubin Ave., which is a minor collector road, and S.E. Horseshoe Point Road, which is a major collector road.

1.3. Current Amendment Requests

A. CPA 21-02, Federal Hwy. and Ridgeway Terr, is a request to amend the FLUM on 1.38 acres at 8530 S.E. Federal Hwy., from Medium Density Residential to General Commercial.

B. CPA 21-04, Florida Inland Navigation District (FIND), is a request to amend the FLUM on 64.3 acres located on S.E. Gomez Avenue, from Conservation to Residential Estate Density (2 units per acre).

C. CPA 21-05, Loblolly Community Service Corporation (LCSC), is a request to amend the FLUM on 51.82 acres located on S.E. Gomez Avenue, from Residential Estate Density (2 unit per acre) to Conservation.

1.4. Past Changes in Future Land Use Designations

Since adoption of the Comprehensive Growth Management Plan in 1982, one amendment to the FLUM has occurred in the immediate area. See Figure 2, which identifies the following adopted amendment. The adopted amendment is summarized below.

A. CPA 16-8, Maggy's Hammock Park, Ordinance 1001: A FLUM amendment for 20 acres located on S.E. Kubin Avenue, changing the parcel from Residential Estate Density (2 units per acre) future land use to Institutional Recreational and Public Conservation.



Figure 2. This shows the subject site, outlined in blue. The labeled parcel outlined in pink represents past amendments that have been adopted.

1.5. Adjacent Future Land Use

North: Residential Estate Density (2 units per acre)
South: Conservation
East: Low Density Residential
West: Residential Estate Density (2 units per acre)

1.6. Environmental Considerations

1.6.1. Wetlands, soils and hydrology

The Soil Survey of the Martin County Area, published by the United States Department of Agriculture (1978), lists the soil type on the subject property as Basinger fine sand and Paola/St. Lucie Sand. Basinger is very deep, very poorly drained soil. Slopes range from 0 to 2 percent. The Paola/St. Lucie series consists of very deep, excessively drained soils that formed in sandy marine and/or eolian deposits. St. Lucie soils are on dunes, ridges and knolls on marine terraces. Slopes range from linear to convex and range from 0 to 20 percent. Please see Figure 3.



Figure 3, a soils map that shows the subject parcel, highlighted in blue.

1.6.2. Wellfield protection

The following is a description of the presence of existing wellfields proximate to the site and applicable wellfield protection measures.

The site is not within or near any wellfield protection zones.

1.7. Adjacent Existing Uses

Below is a summary of the existing adjacent land uses in the general vicinity of the subject property:

North- Single family residential units
South – Maggy's Hammock Park, conservation acreage
East- Condominiums, Seascape condominium residential community
West- Vacant Acreage

2. ANALYSIS

2.1. Criteria for a Future Land Use Amendment (Section 1-11 CGMP)

In evaluating each Future Land Use Map amendment request, staff begins with the assumption that the Future Land Use Map, as amended, is generally an accurate representation of the intent of the Board of County Commissioners, and thus the community, for the future of Martin

County. Based on this assumption, staff can recommend approval of a requested change provided that consistency is maintained with all other elements of this Plan and at least one of the following four items is found to apply. If staff cannot make a positive finding regarding any of the items in (a) through (d), staff shall recommend denial. Criterion (a), (c) and (d) have been met and Criterion (b) has not been met.

(a) Past changes in land use designations in the general area make the proposed use logical and consistent with these uses and adequate public services are available; or

Except for the adopted change listed in Section 1.4 of this report, development has occurred consistent with the FLUM adopted in 1982. Please see Section 1.4 of this report and Figure 3 for a map showing the changes to the FLUM in this area. The map shows another parcel designated Public Conservation and Recreational located directly south of the subject site, that was changed from Residential Estate Density (2 units per acre) future land use to Public Conservation and Public Recreational. Changing the subject site to Public Conservation and General Institutional future land use designations is consistent with the land use designations in the general area. Criterion met.

(b) Growth in the area, in terms of development of vacant land, redevelopment and availability of public services, has altered the character of the area such that the proposed request is now reasonable and consistent with area land use characteristics; or

Not applicable. There has only been one change in land use designation in the immediate area. Development on the lands in the immediate area has been consistent with the adopted Future Land Use Map.

(c) The proposed change would correct what would otherwise appear to be an inappropriately assigned land use designation; or

Yes. Environmentally sensitive lands acquired by the County shall be reclassified to the Institutional-Conservation land use designation, pursuant to Policy 4.13A.11(2), Comprehensive Growth Management Plan, Martin County, Fla. (2018). It would also make the site consistent with the surrounding properties, especially the lands to the south of the subject property, which is designated as Public Conservation future land use. Therefore, considering everything, the future land use designation of Public Conservation is more appropriate for the subjected parcel. Criterion met.

(d) The proposed change would fulfill a public service need that enhances the health, safety or general welfare of County residents.

The General Institutional future land use would permit a vacuum station and provide sewer service to an area dependent on septic systems. This would fulfill a public service need. Conservation land in Martin County is not a public facility deficiency. However, securing existing open space and native habitat provides a public service for County residents. Criterion met.

2.2. Urban Sprawl

Urban sprawl is defined as a development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.

Florida Statute 163.3177(6)(a)9.a. states that any amendment to the future land use element shall discourage the proliferation of urban sprawl and provides thirteen indicators to judge whether a future land use amendment discourages the proliferation of urban sprawl. This proposed amendment complies with 13 out of 13 sprawl criteria that discourages the proliferation of urban sprawl.

Florida Statute provides an additional eight criteria, of which four must be met, in order to judge whether an amendment can be determined to discourage the proliferation of urban sprawl. This proposed amendment meets 8 out of 8 criteria that determine the application discourages urban sprawl.

An evaluation of the thirteen indicators for urban sprawl and a determination on the eight criteria for this future land use request follows:

(I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.
No. The proposed change to Public Conservation will conserve the land on the subject property and the proposed General Institutional only applies to a small portion of the property for a vacuum station. Discourages the proliferation of urban sprawl.

(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
No. The proposed change will conserve the land on the subject property, while designating a 134.87′ x 134.87′ portion for a utility vacuum station. Discourages the proliferation of urban sprawl.

(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.
No, it does not. The proposed Conservation designation does not permit development and would only allow the site to be used for conservation purposes. The proposed General Institutional future land use would allow a vacuum station that will serve existing residential development in the area. Discourages the proliferation of urban sprawl.

(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.
No, it does not. Currently, the site is designated as Residential Estate Density future land use. However, the proposed change would result in the protection and conservation of natural resources such as wetlands, environmentally sensitive areas and other significant natural systems. The proposed General Institutional portion will only result in a vacuum station, which helps to protect the environment by providing public sewer provisions in the Rocky Point area, ending the reliance on septic systems. Discourages the proliferation of urban sprawl.

(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.
No, this site is within the primary urban service district. Discourages the proliferation of urban sprawl.

(VI) Fails to maximize use of existing public facilities and services.
No, the proposed change would not require any additional public facilities or services because the amendment would convert the parcel into conservation land. In addition, the proposed change may potentially provide use of utilities (water and sewer lines) to the nearby area (Rocky Point area) which contain existing developments/residential units, where many units rely on septic systems. Discourages the proliferation of urban sprawl.

(VII) Fails to maximize use of future public facilities and services.
No, the proposed change would encourage the use of future services and facilities. According to the CGMP, institutional development has three categories: Public Conservation, Recreational and General Institutional. The proposed change would designate the subject site with the Public Conservation land use, and a portion of the parcel may be designated as General Institutional so that the Martin County Utilities Department could utilize it for a vacuum site, thus allowing the area to utilize public facilities/services. Discourages the proliferation of urban sprawl.

(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.
No, it will not. The proposed change will protect native habitat and part of the property may be used to provide water and sewer lines to the existing development surrounding the property. The proposed change is to convert the site to Public Conservation, and General Institutional. Discourages the proliferation of urban sprawl.

(IX) Fails to provide a clear separation between rural and urban uses.
No, this site does not fail to do that. Discourages the proliferation of urban sprawl.

(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.
No, the proposed change will not discourage or inhibit infill development or redevelopment of existing neighborhoods/communities. The subject site is already adjacent to existing conservation land known as Maggy's Hammock Park, owned by Martin County. The proposed amendment would allow the subject site to be conservation land as well. The proposed General Institutional future land use designation on a small portion of the subject would only be used for a vacuum station and will not discourage/inhibit infill development. Discourages the proliferation of urban sprawl.

(XI) Fails to encourage a functional mix of uses.
No, the proposed change does not fail to encourage a functional mix of uses. The site is located within the PUSD and may be used to provide utility service to urban developments in the surrounding area. The site is located adjacent to an existing conservation area. Discourages the proliferation of urban sprawl.

(XII) Results in poor accessibility among linked or related land uses.
No, this site and the proposed FLUM changes to make the site Public Conservation and General Institutional do not result in poor accessibility. The proposed change will not result in changes to the road network. Rather, it will result in preserved land in proximity to other preserved lands that are all designated as conservation areas. Discourages the proliferation of urban sprawl.

(XIII) Results in the loss of significant amounts of functional open space.
No, the proposed change will assign the Public Conservation future land use to the subject site and assign a portion as General Institutional. Use of a small portion of the site for a utility facility is not a significant amount of the 5.4 acre site. Discourages the proliferation of urban sprawl.

The site complies with 13 out of the 13 sprawl criteria that discourages the proliferation of urban sprawl.

2.2.1. Proliferation of Urban Sprawl
In order for the application to be determined to discourage the proliferation of urban sprawl, the amendment must incorporate development patterns or urban forms that achieve four or more of the following:

(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.
Natural resources and ecosystems are not negatively impacted due to the proposed FLUM change. The proposed change to Public Conservation would locate preserved/conserved land in proximity to other preserved lands. The proposed General Institutional designation will only result in a vacuum station, which helps to protect the environment by providing public utility services to the Rocky Point area, ending the reliance on septic systems. Discourages the proliferation of urban sprawl.

(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.
The proposed change for this site will not require the extension of public infrastructure and services because the amendment would allow for the subject parcel to be preserved, not developed. Also, utilizing a portion of the subject site for a vacuum station would promote the efficient provision of sewer service. Discourages the proliferation of urban sprawl.

(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.
The proposed change would not allow for any development to occur on the subject parcel (except a vacuum station). Since the proposed amendment would conserve/preserve the subject parcel, it will protect the environmental systems present at the property and will not impact transit, housing or other systems. Discourages the proliferation of urban sprawl.

(IV) Promotes conservation of water and energy.
Yes, assigning the Public Conservation and General Institutional future land use designations to the subject parcel will prevent development requiring potable water and energy expenditures.

The impact on water and energy consumption would be minimal. Discourages the proliferation of urban sprawl.

(V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.
The proposed change will have no impact on agricultural areas and activities. The proposed land uses would conserve the site, protect the natural habitat and environmental systems, and prevent any developments from occurring on the site. Discourages the proliferation of urban sprawl.

(VI) Preserves open space and natural lands and provides for public open space and recreation needs.
Yes, this site and the proposed FLUM change will do that. The proposed change will designate the property as Public Conservation, thereby protecting the natural lands and preserving open space. The proposed change will also designate a portion as General Institutional, but the portion will only be used for a vacuum station that would allow the Rocky Point area to utilize public utility services. Discourages the proliferation of urban sprawl.

(VII) Creates a balance of land uses based upon demands of residential population for the nonresidential needs of an area.
The proposed FLUM change will not affect the residential and nonresidential balance of land uses. Discourages the proliferation of urban sprawl.

(VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.
The proposed future land use designations do not provide for transit-oriented development or new towns as defined in s. 163.3164, and do not remediate existing low density patterns in the vicinity that constitute sprawl. The proposed Public Conservation future land use designation will allow preservation and conservatory land uses that are consistent with the existing and planned development pattern in the vicinity and does not constitute sprawl. Also, the proposed General Institutional future land use provides for utility services that remediate an existing development pattern dependent on septic tanks.

Eight out of eight of the criteria have been met to determine the application discourages urban sprawl.

2.3 Land Use Compatibility
The proposed Public Conservation future land use designation would be the same as the future land use designation of the parcels to the south, which is currently the Maggy's Hammock Park. The proposed General Institutional future land use designation would also be compatible to the land uses to the south. The lands north and west of the subject site are Residential Estate Density (2 units per acre) and is compatible to the proposed future land use designations. The land west of the subject site is vacant acreage and the lands north of the subject site are developed with single family units. The proposed future land use designations would also be compatible with the parcels to the east, which have the Low Density Residential (5 units per acre) future land use designation and contain residential condominiums. The parcels east of the subject site are all part of the residential condominium community called Seascape.

Converting the subject site to Public Conservation would preserve the land, protecting the environmentally sensitive land that makes up the subject site. Converting a small portion of the subject site to General Institutional would allow Martin County Utilities to utilize it for a vacuum station, which could provide utility services to the area. The proposed Public Conservation and General Institutional future land use designations would be compatible with the neighboring lands and their uses. The neighboring parcels along with their land uses will not be negatively impacted by the proposed land use change. The land use change does not have the potential to allow any units/development to the site (except for a vacuum station). Please see Figure 4 and 5 below, which shows the existing FLUM and proposed FLUM.



Figure 4, existing FLUM, with the subject site highlighted in red.

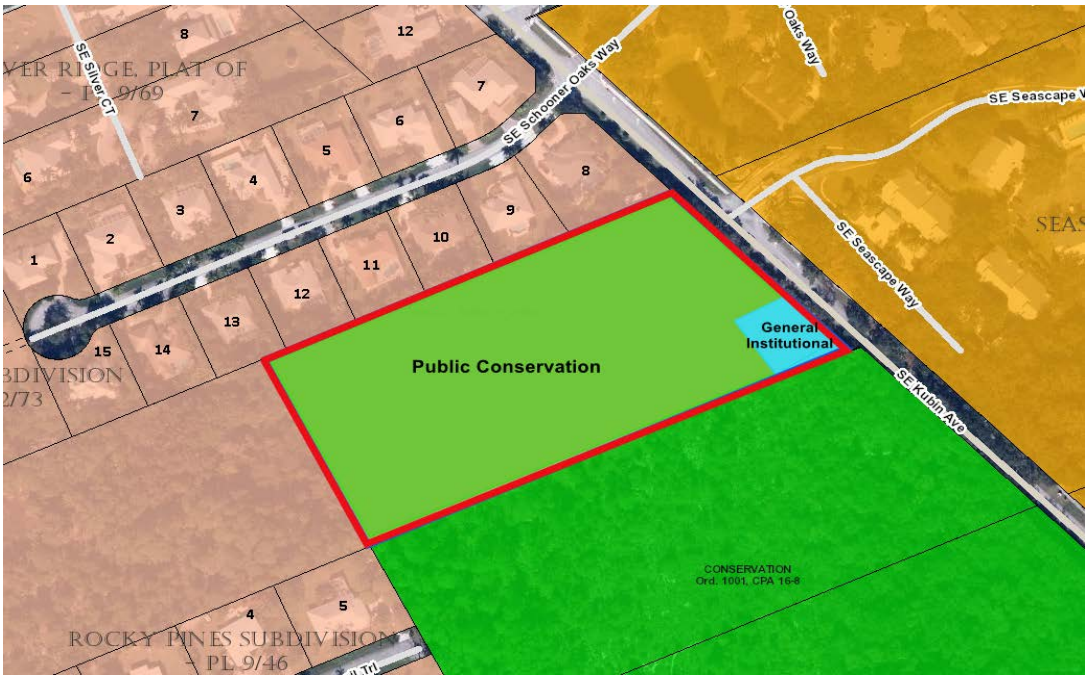


Figure 5, proposed FLUM, with the subject site highlighted in red.

2.4 Consistency with the Comprehensive Growth Management Plan

Below is an excerpt from the CGMP describing Public Conservation extracted from Policy 4.13A.11, CGMP, Martin County, Fla. (2021). The subject site fits the description of Public Conservation land use designation. According to this policy, environmentally sensitive lands acquired by Martin County shall be designated as Public Conservation. According to the CGMP, Institutional development types include Public Conservation, Recreational and General Institutional. Staff recommends designating most of the subject site as Public Conservation. If the Board wishes to dedicate a portion of the subject site for Martin County Utilities, staff recommends designating a small portion (134.87′ by 134.87′) of the site as General Institutional land use, while designating most of the site as Public Conservation land use. General Institutional future land use designation (Please see below) would allow public utility uses such as vacuum stations.

> *Policy 4.13A.11. Institutional development.* The FLUM contains three separate land use categories for institutional development. Recreational, Public Conservation and General Institutional categories allow for varying degrees of use and development. Institutional land shall be owned by public agencies or nonprofit service providers, except for investor-owner public water and sewer systems, private cemeteries and private hospitals existing as of October 26, 1993. In addition, privately owned land subject to perpetual easements as provided under Objective 4.5F may be designated Institutional Public Conservation.
>
> (2) *Public Conservation.* The Public Conservation category recognizes publicly owned areas designed for conservation uses. In addition, privately owned land subject to perpetual easements as provided under Objective 4.5F may be designated Institutional Public Conservation. Only development compatible with conservation and passive recreation uses shall be permitted in the Public Conservation category. This may include access, parking and other facilities that enable the management of the resource and the public's enjoyment of it. Conservation areas include the DuPuis Preserve in south Martin County and the Savannas in north Martin County. Environmentally sensitive lands acquired by the County shall be reclassified to the Institutional-Conservation land use designation during the next plan amendment cycle.
>
> (3) *General Institutional.* The General Institutional category accommodates public and not-for-profit facilities such as schools, government buildings, civic centers, prisons, major stormwater facilities, fire and emergency operation centers, public cemeteries, hospitals, publicly owned water and sewer systems, dredge spoil management sites and airports. Investor-owned regional public water and sewer systems and private cemeteries may be allowed in General Institutional. Lands acquired by the County for General Institutional uses shall be reclassified to the Institutional-General land use designation during the next plan amendment cycle, as will lands or property rights acquired by the Florida Inland Navigation District as future dredge spoil management sites.
>
> Although Institutional use is reserved for the uses cited above, this shall not prohibit for-profit medical offices and other ancillary facilities owned by a nonprofit hospital as long as they are part of a PUD. The impervious area covered by buildings and required parking for such medical offices shall not include more than 12 percent of the site.

Public and/or private development of airport property owned or managed by the County shall be subject to an Airport Zoning District or Planned Unit Development (Airport) zoning district developed to implement this policy. It shall apply only to airports owned or managed by the County.

Privatized government operations shall be allowed in Institutional land use when the land is publicly owned and the private entity is acting under contract with the government that would normally provide the service.

All Institutional development must meet all suitability and compatibility standards in the CGMP. Minimum open space requirement shall be 40 percent, maximum building height shall be 40 feet and maximum building coverage shall be 45 percent.

2.5. Capital Facilities Impact (i.e. Concurrency Management)

Policy 4.1B.2. of the Future Land Use Element states: "All requests for amendments to the FLUMs shall include a general analysis of (1) the availability and adequacy of public facilities and (2) the level of services required for public facilities in the proposed land uses. This analysis shall address, at a minimum, the availability of category A and category C service facilities as defined in the Capital Improvements Element. No amendment shall be approved unless present or planned public facilities and services will be capable of meeting the adopted LOS standards of this Plan for the proposed land uses. The Capital Improvements Element, or other relevant plan provisions, and the FLUMs may be amended concurrently to satisfy this criterion. The intent of this provision is to ensure that the elements of the CGMP remain internally consistent."

2.5.1.2. Drainage Facilities

The Public Conservation future land use designation and the proposed General Institutional does not permit development of the site requiring drainage facilities.

2.5.1.3 Transportation

Policy 5.2A.1, states: "*Establish a base level of service.* The LOS standard for all roadways in unincorporated Martin County is LOS D in the peak hour/peak direction. Standards for the State Highway System are guided by FDOT's latest 'LOS Policy'. The methodology for determining roadway facilities' level of service shall adhere to the methodologies identified in the latest FDOTs Q/LOS Handbook."

The proposed future land use change will decrease the number of potential trips on the road network.

2.5.1.4 Solid Waste Facilities

A change from Residential Estate Density (2 upa) to Public Conservation and General Institutional on a small portion of the site will not reduce the level of service below capacity.

2.5.1.5. Parks/Recreation Facilities

The proposed amendment will not reduce active parks and recreation level of service below capacity. This amendment will increase the amount of conservation land in Martin County.

2.5.1.6. Fire/Public Safety/EMS

The proposed future land use change will not diminish the level of service below capacity.

2.5.1.7. Public Educational Facilities

A change from Residential Estate Density (2 upa) to Public Conservation and General Institutional future land use designation will not require the provision of school facilities.

2.5.2. Non-Mandatory Facilities

2.5.1.1. Libraries

A change from Residential Estate Density (2 upa) to Public Conservation and General Institutional future land use designation will not require the provision of libraries.

3. FIGURES/ATTACHMENTS

Figure 1, Location Map
Figure 2, Past Changes Map
Figure 3, Soil Map
Figure 4, Existing FLUM
Figure 5, Proposed FLUM

Prepared By: Maria Jose
Martin County
Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 21-4.2

A RESOLUTION OF MARTIN COUNTY, FLORIDA, TO INITIATE FUTURE LAND USE MAP AMENDMENTS TO THE COMPREHENSIVE GROWTH MANAGEMENT PLAN

WHEREAS, on March 12, 2021, Martin County acquired a 5.4 acre property located north of Maggy's Hammock Park; and

WHEREAS, this property, located on S.E. Kubin Avenue, is currently designated with the Residential Estate Density (2 units per acre) future land use and the R-1B zoning district; and

WHEREAS, utilization of this property for conservation uses may be more appropriate due to its proximity to Maggy's Hammock Park; and

WHEREAS, the Martin County Comprehensive Growth Management Plan, Section 1-11, Amendment Procedures, states that the Martin County Board of County Commissioners may, by resolution, initiate a request to amend, modify, add to, or change the Comprehensive Growth Management Plan

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT:

The Martin County Board of Commissioners herein initiates a Comprehensive Plan Amendment to change the future land use and zoning to the most appropriate designation for the property identified in the attached Exhibit A, which contains the Legal Description and the Location Map.

DULY PASSED AND ADOPTED THIS 13th DAY OF APRIL 2021.

ATTEST:

CAROLYN TIMMANN,
CLERK OF THE CIRCUIT
COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: _____
STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

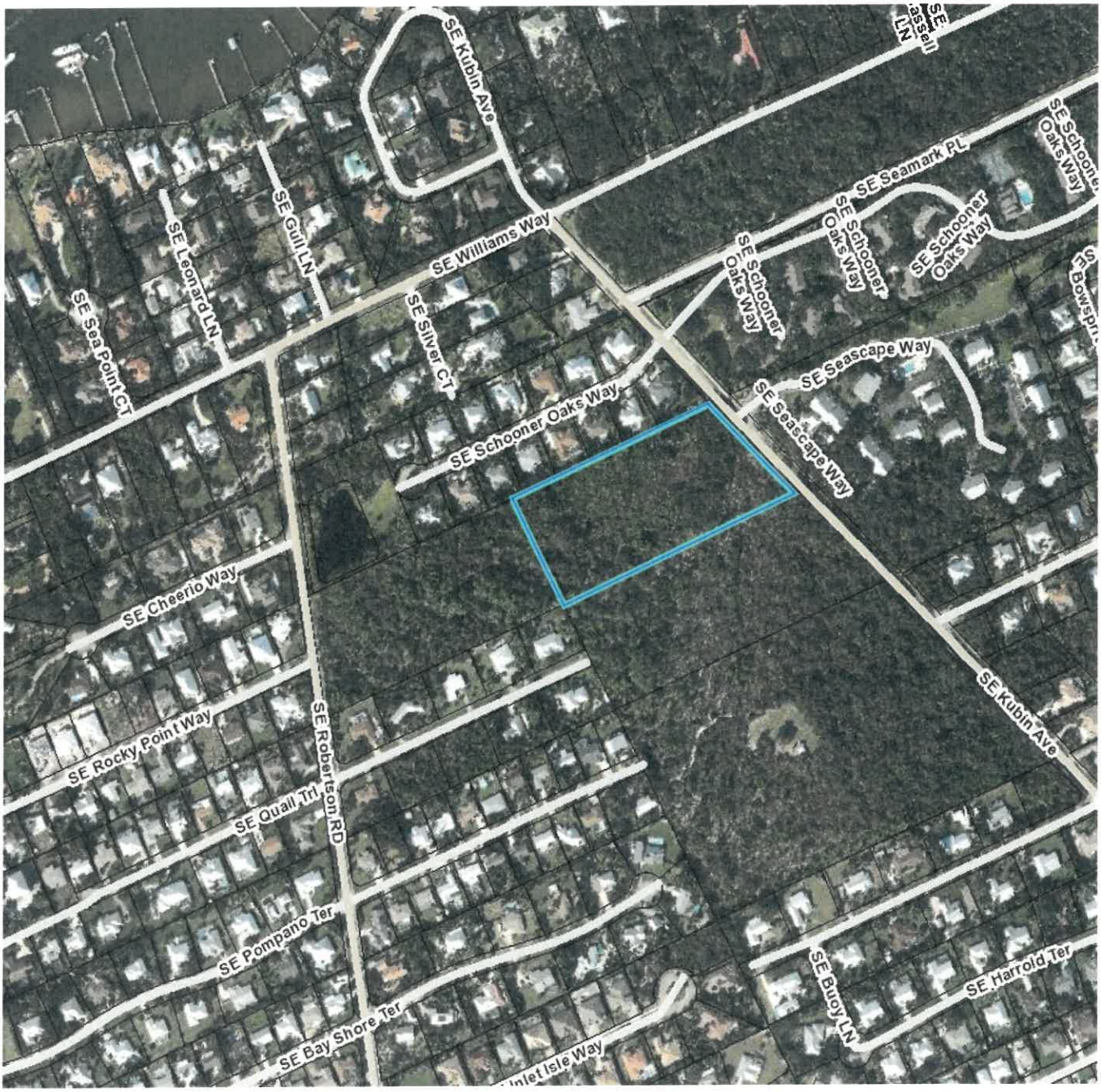
BY: _____
SARAH W. WOODS
COUNTY ATTORNEY

Exhibit A

Parcel ID Number: 48-38-41-000-020-00000-1

Legal Description:

Lot 20, Subdivision of Lots 13 and 14 Hanson Grant, according to the map or plat thereof, as recorded in Plat Book 1, Page (s) 89, of the Public Records of Palm Beach (now Martin) County, Florida. Less and except the east 10 feet of the above described property.



Public Notice

D-Signs, LLC
911 S.E. Hillcrest Ave.
Stuart, FL 34994

April 21, 2021

Martin County Growth Management
2401 SE Monterey Rd.
Stuart, FL 34996

RE: Maggy's Hammock CPA# 21-06

Attn:

This Letter is to Certify that the above referenced sign(s) were installed per Martin Cou
requirements. This sign was posted according to and complies with the standards of the
notice provisions of Article 10, Section 10.6 Development Review Procedures.

Kurt C. Larsen

Date 4/21/21

State of Florida
County of Martin

Kurt C. Larsen, who is personally known to me, who did not take an oath, acknowledged the foregoing instrument before me on 4/21/2021.

ALYSSA SMITH
Notary Public, State of Florida
Commission No. GG 329891
My Comm. Exp. Feb. 17, 2023


NOTICE OF FUTURE LAND USE
AND ZONING CHANGE APPLICATION
#CPA 21-06
MAGGY'S HAMMOCK
THIS PROPERTY IS THE SUBJECT OF AN APPLICATION TO CHANGE THE FUTURE LAND USE DESIGNATION
FROM: RESIDENTIAL ESTATE DENSITY TO: INSTITUTIONAL CONSERVATION & GENERAL
AND TO CHANGE THE ZONING DESIGNATION
FROM: R-1B TO: PC OR THE APPROPRIATE ZONING DISTRICT
CONTACT MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT
772-288-5495

MARTIN COUNTY

BOARD OF COUNTY COMMISSIONERS

2401 S.E. MONTEREY ROAD • STUART, FL 34996

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STACEY HETHERINGTON	Commissioner, District 2	SARAH W. WOODS	County Attorney
HAROLD E. JENKINS II	Commissioner, District 3		
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May 13, 2021

Re: Notice of public hearing regarding CPA 21-06 Maggy's Hammock Park: an application initiated by the Board of County Commissioners to change the Future Land Use and Zoning of a parcel of land

Dear Property Owner:

As the owner of property within 1,000 feet of the property shown on the enclosed location map, please be advised that the property is the subject of an application to change the Future Land Use designation:

FROM: Residential Estate Density (2 upa)

TO: Public Conservation and General Institutional

And to change the zoning district:

FROM: R-1B (Single Family District)

TO: PC (Public Conservation District), and PS-1 (Public Service District) or the most appropriate zoning district

The date, time, and place of the scheduled hearings are:

1st Public Hearing:	**Local Planning Agency** Date: Thursday, June 3, 2021 Time: 7:00 P.M., or as soon thereafter as the items can be heard.
2nd Public Hearing:	**Board of County Commissioners** Date: Tuesday, July 13, 2021 Time: 9:00 A.M., or as soon thereafter as the items canbe heard
Location:	Martin County Administrative Center 2401 SE Monterey Road Stuart, FL 34996

Accessibility arrangements: Persons with disabilities who need an accommodation in order to participate in this proceeding are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the ADA Coordinator at (772) 320-3131, the County Administration Office at (772) 288-5400, or in writing to 2401 SE Monterey Road, Stuart, FL, 34996, no later than three days before the hearing date. Persons using a TTY device, please call 711 Florida Relay Services.

Record for appeals: If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council, or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.

Comprehensive Planning Facts: The Future Land Use Map is adopted as part of the County's Comprehensive Growth Management Plan and it is one of the primary tools for managing land development. The Future Land Use designation of a parcel of land determines the general type of use allowed, as well as the maximum level of density or intensity allowed (such as the number of residential units per acre). The zoning regulations provide one or more zoning districts for implementing each Future Land Use designation. The zoning designation determines, in more detail than the Future Land Use designation, what type and level of development may occur. A change to the Future Land Use Map requires three public hearings as follows:

1. Local Planning Agency (which makes a recommendation to the Board of County Commissioners).
2. Board of County Commissioners (to determine whether the proposed amendment should be transmitted to the state land planning agency that oversees and coordinates comprehensive planning).
3. Board of County Commissioners (to determine whether the proposed amendment should be adopted).

Public involvement opportunities: All interested persons are invited to attend the above-described hearings and will have an opportunity to speak. Written comments will be included as part of the public record of the application.

Submit Written Comments to: Paul Schilling, Director
Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

To view the staff reports, please visit the County's website at:

https://www.martin.fl.us/CompPlanningStaffReports

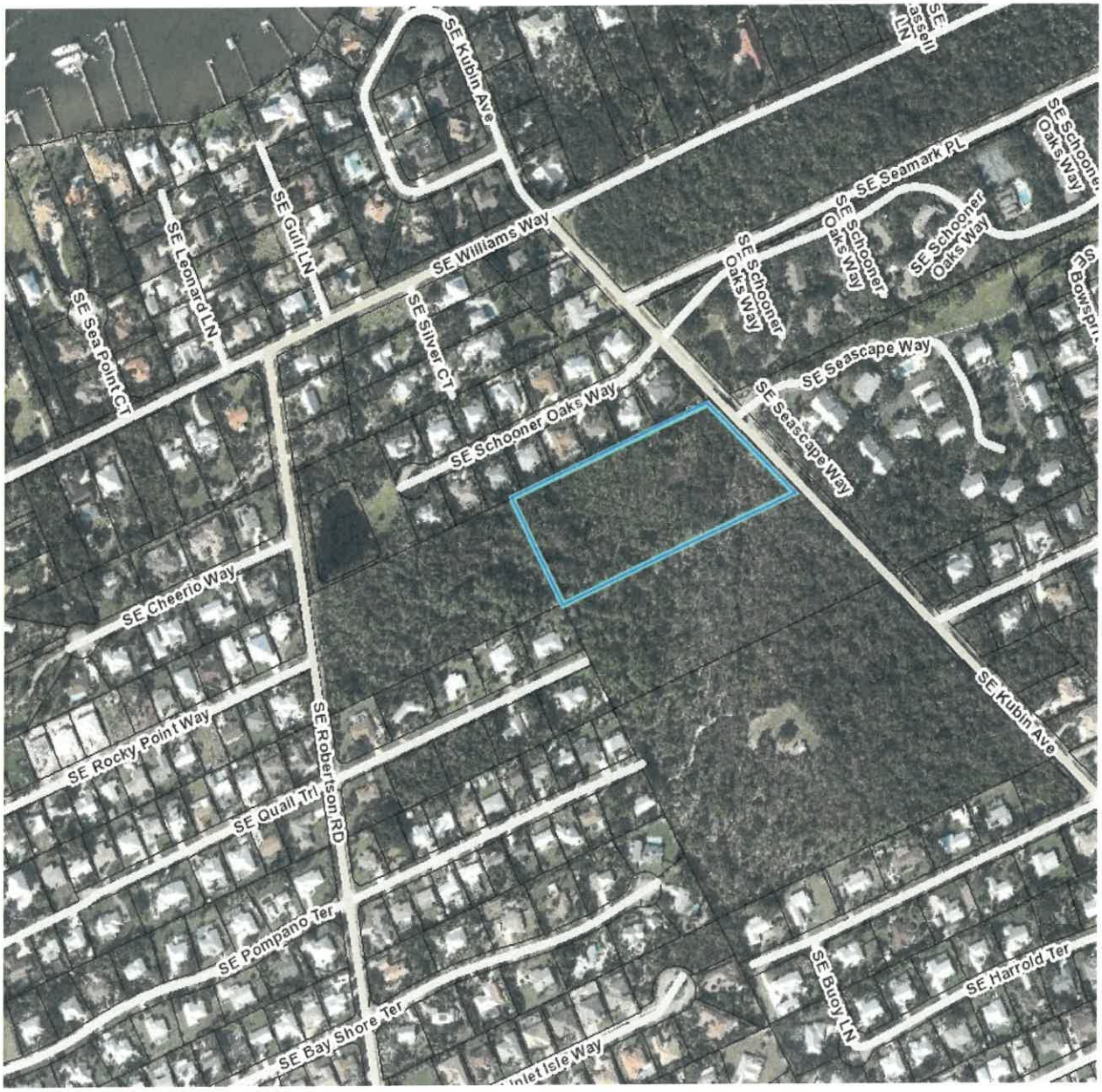
For more information, contact Maria Jose, M.S., Senior Planner, Growth Management Department at (772) 288-5495 or via e-mail: mjose@martin.fl.us

Sincerely,

Maria Jose

Maria Jose, M.S., Senior Planner
Growth Management Department

Location Map



Vaccines

Continued from Page 17A

figures and/or estimates of vaccinations reported large gaps in vaccinations.

The publicly operated Sarasota Memorial Healthcare System, which requires employees to report their vaccination status, had among the highest known vaccination numbers of the hospitals contacted for this story.

Spokeswoman Kim Savage said last week that the organization's overall staff vaccination rate was 65%. About 90% of its 1,000 physicians and medical staff have at least one of two required shots, Savage added. The health care system has held its own vaccination clinics to encourage employee compliance.

"We will continue encouraging vaccination at other community and retail vaccination sites for new employees and those who were initially hesitant," Savage said in an email.

The private Naples-based NCH Healthcare System, Collier County's largest hospital operator, said that more than 65% of its staff — including physicians, contractors and vendors — has been fully vaccinated. But spokesman Shawn McConnell says that reporting is not required.

Like other hospitals, NCH does not require employees to get shots. But McConnell said that could eventually change.

"NCH is currently discussing the decision to mandate vaccines once FDA approval for the vaccines is granted, however, a final decision has not been made at this time," he said.

Flagler Health+, which operates Flagler Hospital in St. Johns County, estimates that 55% of its employees have been vaccinated. St. John's County, home to historic St. Augustine, is consistently ranked as one of Florida's healthiest (and wealthiest) counties.

Spokeswoman Gina Mangus said the healthcare system provides an education program in order to support informed decision-making when it comes to vaccines.

"The voluntary COVID-19 policy was established at the inception of vaccine availability, in collaboration with our inter-professional COVID-19 vaccination team and our ethics committee," Mangus said in an emailed statement.

"As with all of our policies, we will continue to monitor, evaluate and make adjustments should they be deemed necessary."

Safety issue?

All hospitals contacted for this story maintain that patient safety is not being compromised, even if large shares of their employees aren't vaccinated.

Front-line workers are required to wear masks at all times and COVID-19 patients are quarantined under standards set by the Centers for Disease Control and Prevention, they say.

Mary Briggs, a spokeswoman for the Lee Health hospital system, said all hospital employees caring for COVID-19 patients are provided with special protective gear. But, like other hospital systems contacted, it won't require staff to alert others if they have not been vaccinated.

Lee Health, for instance, requires a "Flu Proof" sticker for badges of employees who receive mandatory influenza vaccine shots every year. Employees are allowed to opt out for medical and/or religious reasons. Before COVID-19, those not flu-vaccinated had to also wear masks in inpatient areas. Now everyone does.

Still, the federal Occupational Safety and Health Administration earlier this month published new rules to protect workers from COVID-19, a threat it called a "grave danger."They include rules on social distancing, mask-wearing and allowing employees time to get vaccinated.

They stop short of requiring vaccinations, however. But more hospitals are likely going to do that on their own, said Adalja, the senior scholar at the Johns Hopkins Center for Health Security.

"What I think will happen is more hospitals will start to do this, especially after you had the court decision in favor of Houston Methodist (a hospital that started requiring them)," he said. "I think that will embolden them."

He added: "I would encourage them to just have the courage to just do it," he said.

"Truth is on the side of the vaccine, not on the vaccine-hesitant health care workers."

Nikki Ross, a reporter for The Daytona Beach News-Journal, contributed to this report

Frank Gluck is a watchdog reporter with The News-Press and the Naples Daily News. Connect with him at fgluck@news-press.com or on Twitter: @FrankGluck

Water

Continued from Page 1A

members. "We didn't talk about human health."

Shifting the conversation from environmental to public health concerns is important, though it was an unpopular opinion when he spoke out about it three years ago.

"I received some criticism from some officials and business leaders who feared it would hurt tourism," Lord said.

It took similar rhetoric and actions from local leaders such as U.S. Rep. Brian Mast, R-Palm City, to begin to change water management policy to keep people safe, Lord said.

"We have a congressman who made it a big issue to work on improving water quality and stopping discharges. We have a governor who seems sympathetic to us and has given us his support," Lord said. "I think we owe a debt of gratitude to the blue-green algae. It changed the conversation."

Cleveland Clinic give patients unique water pollution questionnaire

The hospital has been proactive and is prepared to help patients exposed to toxic and otherwise harmful algae, Lord said.

"We know when it's cyanobacteria season. We have to prepare for it every year. We have signs in our emergency rooms," Lord said. "We have a questionnaire we give to patients. It's a form we developed. We're the only hospital in America passing this form out."

The form asks patients if they have symptoms typical from exposure to harmful algae such as nausea, vomiting, skin rash, eye irritation or respiratory issues. But more research is needed on the long-term effects of cyanobacteria exposure, Lord said.

Some preliminary research indicates a link between long-term inhalation of the toxin microcystin with fatal liver disease and neurological ailments such as Alzheimer's, Parkinson's and Lou Gehrig's diseases. BMAA is the suspected culprit.

"I'm in the business of taking care of sick people," Lord said, "but I'd like to be in the business of keeping people well."

What the future holds for Cleveland Clinic Martin Health CEO

Lord said he hopes to see the day when there are no Lake Okeechobee discharges; when most of the excess water is diverted south into the Everglades where it is needed; and when water is clean in Lake O as well as stormwater runoff from agricultural lands into the C-23 and C-24 canals in St. Lucie and Martin counties, respectively.

When Lord retires at the end of the year, he hopes to spend more time fishing with his grandsons in search of snook and spotted seatrout.

"I also look forward to continuing to advocate for clean water," he said. "My happiest memories here involve fishing in the Indian River Lagoon, the St. Lucie River and the (St. Lucie) Inlet. I love the rivers and the creatures that live in them."

The Rivers Coalition, founded in 1998 after particularly destructive Lake O discharges, includes 50 organizations, homeowner associations, businesses, clubs and individuals.

They advocate ending Lake O discharges and cleaning the polluted St. Lucie River and Indian River Lagoon waters.

Thursday was the group's first in-person meeting since February 2020 because of the coronavirus pandemic.

Ed Killer is TCPalm's outdoors writer. Sign up for his and other weekly newsletters at profile.tcpalm.com/newsletters/manage. Friend Ed on Facebook at Ed Killer, follow him on Twitter @tcpalmekiller or email him at ed.killer@tcpalm.com.



Rob Lord, president of Cleveland Clinic Mart[illegible]alth, speaks to the Rivers Coalition on June 24 about the human health problems created by harmful alga[illegible] KILLER/TCPALM

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NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the Board of County Commissioners of Martin County will conduct public hearings on July 13, 2021 beginning at 9:00 A.M., or as soon thereafter as the items may be heard, to review the following items:

1. Comprehensive Plan Amendment 21-01, Chapter 5, Transportation Element: A request to amend the text of Chapter 5, Transportation Element of the Martin County Comprehensive Growth Management Plan.

2. AN ORDINANCE OF MARTIN COUNTY, FLORIDA, REGARDING COMPREHENSIVE PLAN AMENDMENT 21-06, MAGGY'S HAMMOCK PARK, AMENDING THE FUTURE LAND USE MAP OF THE MARTIN COUNTY COMPREHENSIVE GROWTH MANAGEMENT PLAN; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY, AND APPLICABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE, AND AN EFFECTIVE DATE.

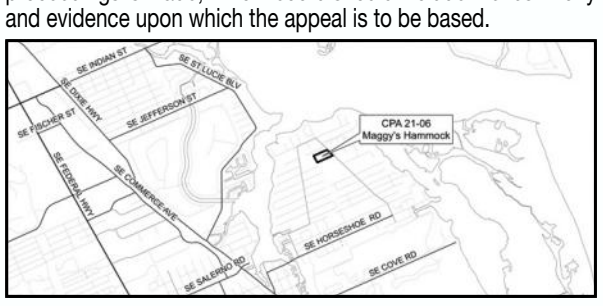
In conjunction with:

3. A RESOLUTION OF MARTIN COUNTY, FLORIDA, REGARDING AN APPLICATION TO CHANGE THE ZONING DISTRICT FROM R-1B, SINGLE FAMILY RESIDENTIAL DISTRICT, TO PC, PUBLIC CONSERVATION DISTRICT AND PS-1, PUBLIC SERVICE DISTRICT OR THE MOST APPROPRIATE ZONING DISTRICT ON 5.4 ACRES AT S.E. KUBIN AVENUE, NORTH OF MAGGY'S HAMMOCK PARK, PORT SALERNO.

All interested persons are invited to attend and be heard. The meeting will be held in the Commission Chambers on the first floor of the Martin County Administrative Center, 2401 SE Monterey Road, Stuart, Florida 34996. Written comments may be mailed to: Paul Schilling, Director, Martin County Growth Management Department, 2401 S.E. Monterey Road, Stuart, Florida 34996. Copies of the items will be available from the Growth Management Department. For more information, contact the Growth Management Department at (772) 288-5495.

Persons with disabilities who need an accommodation in order to participate in this proceeding are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the ADA Coordinator at (772) 320-3131, or the Office of the County Administrator at (772) 288-5400, or in writing to 2401 SE Monterey Road, Stuart, FL, 34996, no later than three days before the hearing date. Persons using a TTY device, please call 711 Florida Relay Services.

If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council, or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.



Ad Number: GCI0675307-01
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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

ORDINANCE NUMBER ____

AN ORDINANCE OF MARTIN COUNTY, FLORIDA, REGARDING COMPREHENSIVE PLAN AMENDMENT 21-06, MAGGY'S HAMMOCK PARK, AMENDING THE FUTURE LAND USE MAP OF THE MARTIN COUNTY COMPREHENSIVE GROWTH MANAGEMENT PLAN; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY, AND APPLICABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE, AND AN EFFECTIVE DATE.

WHEREAS, Section 1.11, Comprehensive Growth Management Plan, and Section 163.3184, Florida Statutes, permit amendments to the Comprehensive Growth Management Plan and provide for amendment procedures; and

WHEREAS, on June 3, 2021, the Local Planning Agency considered the proposed Comprehensive Plan Amendment at a duly advertised public hearing; and

WHEREAS, on July 13, 2021, at a duly advertised public hearing, this Board considered the amendment for adoption; and

WHEREAS, this Board has provided for full public participation in the comprehensive planning and amendment process and has considered and responded to public comments; and

WHEREAS, the Board finds the proposed amendment consistent with the goals, objectives and policies of the Comprehensive Growth Management Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT:

PART I. ADOPTION OF COMPREHENSIVE GROWTH MANAGEMENT PLAN AMENDMENT CPA 21-06, MAGGY'S HAMMOCK PARK

Comprehensive Growth Management Plan Amendment CPA 21-06, Maggy's Hammock Park, is hereby adopted as follows: The Future Land Use Map is hereby

changed on the 5.4-acre property located on S.E. Kubin Avenue, north of Maggy's Hammock Park, Port Salerno; from Residential Estate Density (2 units per acre) to Public Conservation for that portion of the property described in Exhibit A, and to General Institutional for that portion of the property described in Exhibit B, both exhibits attached hereto and incorporated by reference.

PART II. CONFLICTING PROVISIONS.

To the extent that this ordinance conflicts with special acts of the Florida Legislature applicable only to unincorporated areas of Martin County, County ordinances and County resolutions, and other parts of the Martin County Comprehensive Growth Management Plan, the more restrictive requirement shall govern.

PART III. SEVERABILITY.

If any portion of this ordinance is for any reason held or declared to be unconstitutional, inoperative or void by a court of competent jurisdiction, such holding shall not affect the remaining portions of this ordinance. If the ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstance by a court of competent jurisdiction, such holding shall not affect its applicability to any other person, property or circumstance.

PART IV. APPLICABILITY OF ORDINANCE.

This Ordinance shall be applicable throughout the unincorporated area of Martin County.

PART V. FILING WITH DEPARTMENT OF STATE.

The Clerk be and hereby is directed forthwith to scan this ordinance in accordance with Rule 1B-26.003, Florida Administrative Code, and file same with the Florida Department of State via electronic transmission.

PART VI. EFFECTIVE DATE.

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has

become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

DULY PASSED AND ADOPTED THIS 13th DAY OF JULY 2021.

ATTEST:

BY:_____
CAROLYN TIMMANN
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY:_____
STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM
& LEGAL SUFFICIENCY:

BY:_____
SARAH W. WOODS, COUNTY ATTORNEY

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 21-023A.DWG	M.C. PROJ. NO. 21-023	SHEET NO. 1 OF 3

EXHIBIT A

SURVEYOR'S NOTES

1. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON THE BOUNDARY SURVEY OF LOT 20 OF SUBDIVISION OF LOTS 13 AND 14 OF HANSON GRANT S/D, PREFORMED BY CHRISTIAN FENEX AND ASSOCIATES, LLC, SKETCH NUMBER 218079_LOT20-MC_2-11-2021.DWG, DATED 2/20/21 AND HANSON GRANT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 89, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

2. THIS LEGAL DESCRIPTION SHALL NOT BE VALID:
   A. UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1, 2 AND 3, SHEET 3 BEING A SKETCH.
   B. WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

3. BEARING BASIS IS NORTH 46°10'12" WEST ALONG THE CENTERLINE OF SE KUBIN AVE, AS PER SAID BOUNDARY SURVEY AND ALL OTHERS ARE RELATIVE TO SAID BEARING.

4. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO DESCRIBE A PARCEL.

5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.

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THOMAS M. WALKER, JR. License Number 6875 STATE OF FLORIDA Professional Surveyor and Mapper

SURVEYOR AND MAPPER
IN RESPONSIBLE CHARGE

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THOMAS M. WALKER, JR., P.S.M.
MARTIN COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. P.S.M. 6875

DATE: JUN 18 2021

PUBLIC CONVSERVATION FUTURE LAND USE PARCEL LOT 20 SUBDIVISION OF LOTS 13 AND 14 OF HANSON GRANT MARTIN COUNTY, FLORIDA	SUPERVISED BY : MNM DRAWN BY : JMM | SCALE : N/A DATE : 6/10/2021 DRAWING # 21-023A

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 21-023A.DWG	M.C. PROJ. NO. 21-023	SHEET NO. 2 OF 3

EXHIBIT A

DESCRIPTION

LOT 20, SUBDIVISION OF LOTS 13 AND 14 HANSON GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE(S) 89, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

LESS AND EXCEPT THE EAST 10 FEET OF THE ABOVE DESCRIBED PROPERTY.

AND

LESS AND EXCEPT THE SOUTHERLY 125 FEET OF THE EASTERLY 125 FEET OF THE ABOVE DESCRIBED PARCEL.

SAID PARCEL CONTAINS 216,839 SQUARE FEET, (4.98 ACRES) MORE OR LESS.

NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1 AND 3.

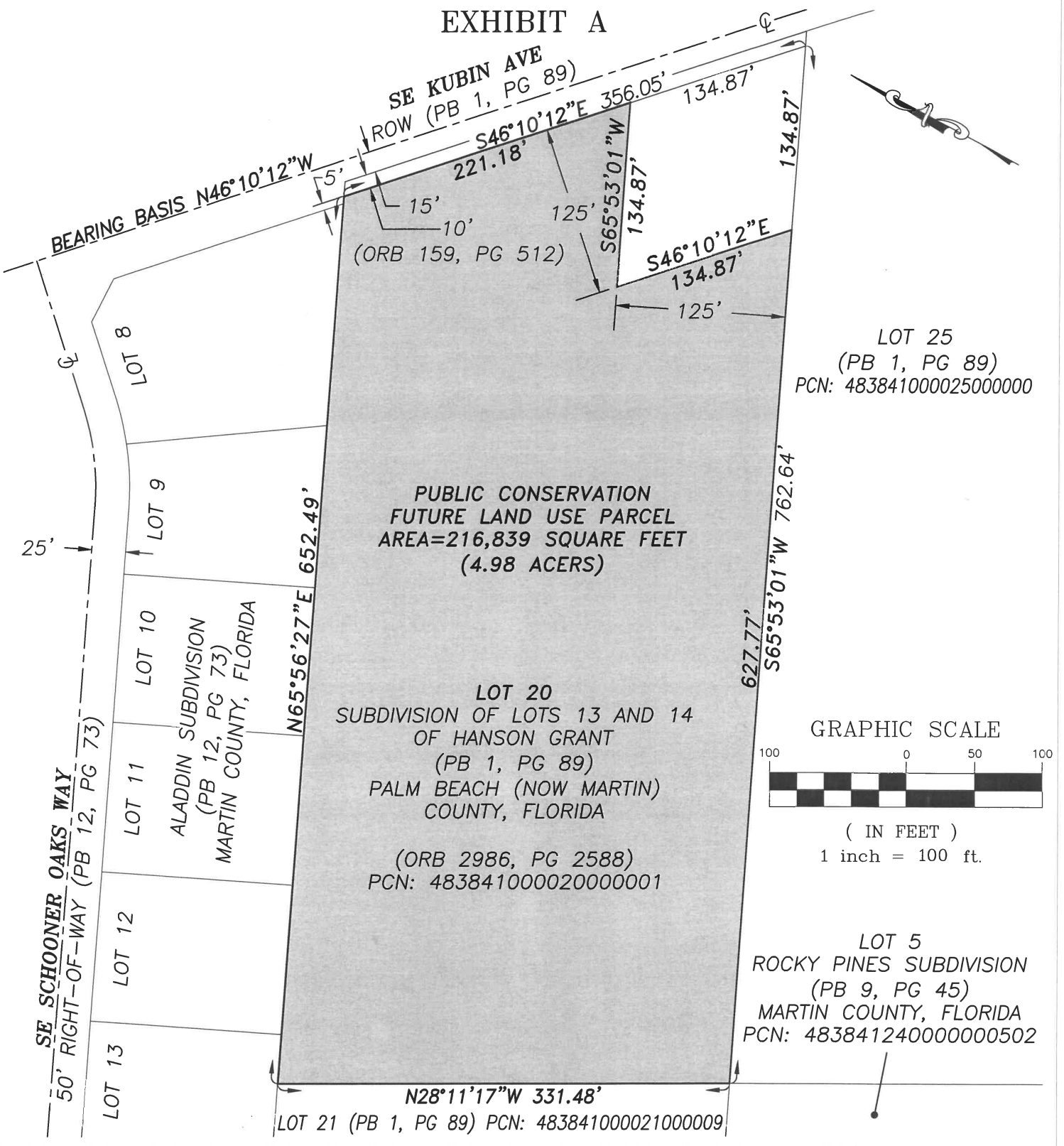
PUBLIC CONVSERVATION FUTURE LAND USE PARCEL	SUPERVISED BY : *MNM*
LOT 20 SUBDIVISION OF LOTS 13 AND 14 OF HANSON GRANT	DRAWN BY : *JMM* SCALE : *N/A*
	DATE : *6/10/2021*
MARTIN COUNTY, FLORIDA	DRAWING # *21-023A*

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 21-023A.DWG	M.C. PROJ. NO. 21-023A	SHEET NO. 3 OF 3

EXHIBIT A



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PUBLIC CONVSERVATION FUTURE LAND USE PARCEL LOT 20 SUBDIVISION OF LOTS 13 AND 14 OF HANSON GRANT MARTIN COUNTY, FLORIDA	SUPERVISED BY : MNM DRAWN BY : JMM | SCALE : 1"=100' DATE : 6/10/2021 DRAWING # 21-023A

MARTIN COUNTY, STUART, FLORIDA

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DWG. NAME : 21-023B.DWG	M.C. PROJ. NO. 21-023	SHEET NO. 1 OF 3

EXHIBIT B

SURVEYOR'S NOTES

1. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON THE BOUNDARY SURVEY OF LOT 20 OF A SUBDIVISION OF LOTS 13 AND 14 OF HANSON GRANT S/D, PERFORMED BY CHRISTIAN FENEX AND ASSOCIATES, LLC, SKETCH NUMBER 218079_LOT20-MC_2-11-2021.DWG, DATED 2/20/21 AND HANSON GRANT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 89, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

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5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.

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THOMAS M. WALKER, JR. License Number 6875 STATE OF FLORIDA Professional Surveyor and Mapper

SURVEYOR AND MAPPER
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THOMAS M. WALKER, JR., P.S.M.
MARTIN COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. P.S.M. 6875

DATE: JUN 18 2021

GENERAL INSTITUTIONAL FUTURE LAND USE PARCEL	SUPERVISED BY : MNM
LOT 20 SUBDIVISION OF LOTS 13 AND 14 OF HANSON GRANT	DRAWN BY : JMM / SCALE : N/A
MARTIN COUNTY, FLORIDA	DATE : 6/10/2021
	DRAWING # 21-023B

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 21-023B.DWG	M.C. PROJ. NO. 21-023	SHEET NO. 2 OF 3

EXHIBIT B

DESCRIPTION

A PARCEL OF LAND BEING THE SOUTHERLY 125 FEET OF THE EASTERLY 125 FEET OF THE FOLLOWING DESCRIBED PARCEL:

LOT 20, SUBDIVISION OF LOTS 13 AND 14 HANSON GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE(S) 89, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

LESS AND EXCEPT THE EAST 10 FEET OF THE ABOVE DESCRIBED PROPERTY.

SAID PARCEL CONTAINS 16,858 SQUARE FEET, (0.39 ACRES) MORE OR LESS.

NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1 AND 3.

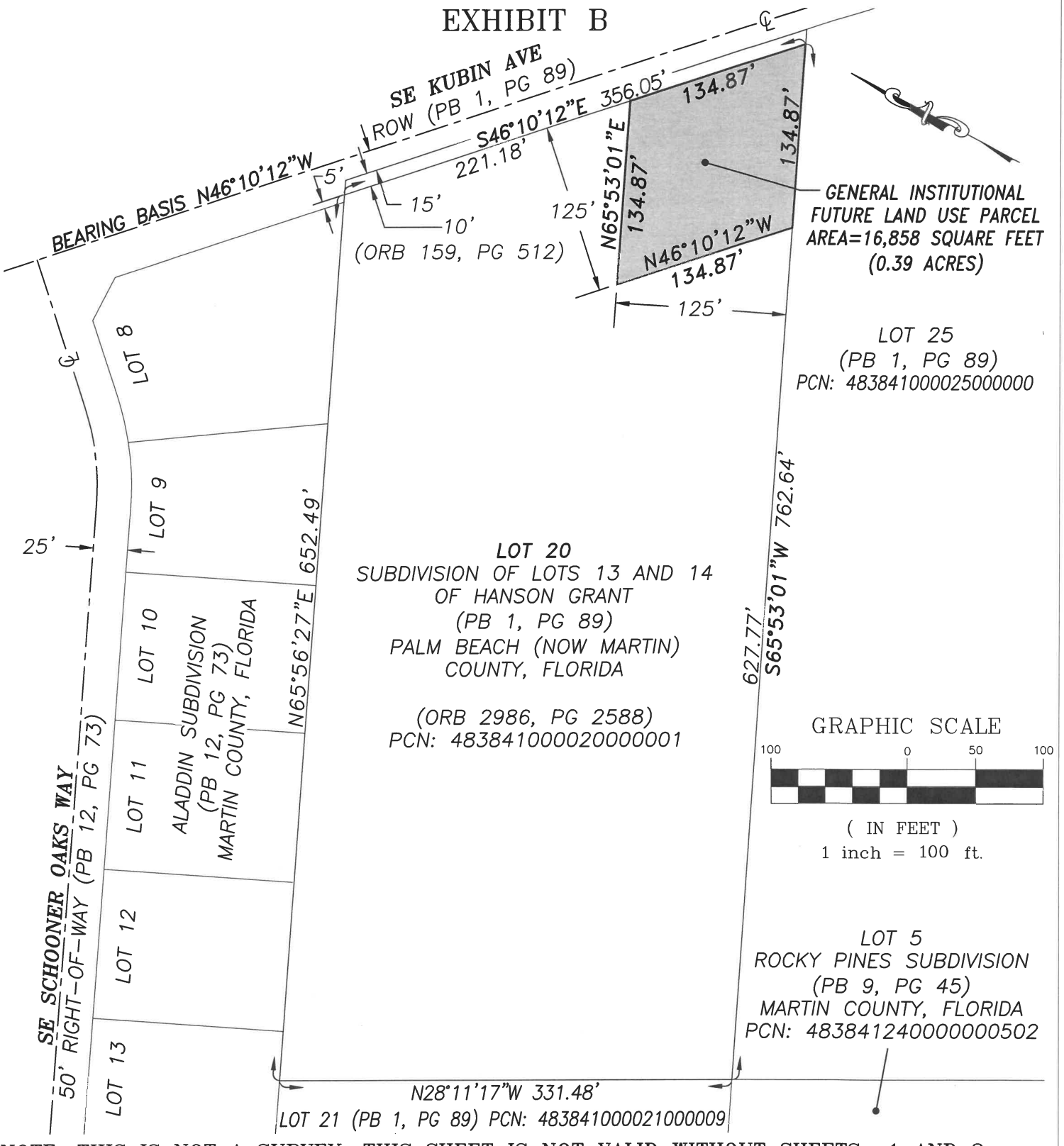
GENERAL INSTITUTIONAL FUTURE LAND USE PARCEL	SUPERVISED BY : *MNM*
LOT 20 SUBDIVISION OF LOTS 13 AND 14 OF HANSON GRANT	DRAWN BY : *JMM* | SCALE : *N/A*
	DATE : *6/10/2021*
MARTIN COUNTY, FLORIDA	DRAWING # *21-023B*

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 21-023B.DWG | M.C. PROJ. NO. 21-023 | SHEET NO. 3 OF 3

EXHIBIT B



NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1 AND 2.

GENERAL INSTITUTIONAL FUTURE LAND USE PARCEL
LOT 20 SUBDIVISION OF LOTS 13 AND 14 OF HANSON GRANT
MARTIN COUNTY, FLORIDA

SUPERVISED BY : MNM
DRAWN BY : JMM | SCALE : 1"=100'
DATE : 6/10/2021
DRAWING # 21-023B

Agenda Item Summary

File ID: 21-0892 PHQJ-1 **Meeting Date:** 7/13/2021

PLACEMENT: Public Hearings - Quasi-Judicial

TITLE:

PUBLIC HEARING TO CONSIDER AMENDMENT OF THE MARTIN COUNTY ZONING ATLAS TO CHANGE THE ZONING DISTRICT FOR CPA 21-06, MAGGY'S HAMMOCK PARK

EXECUTIVE SUMMARY:

The Board of County Commissioners is asked to consider changing the zoning district classification from R-1B, Single Family District, to PC, Public Conservation District, and PS-1, Public Service District, on a 5.4-acre parcel, located on SE Kubin Avenue, north of Maggy's Hammock Park, Port Salerno. The proposed rezoning is contingent upon the approval of CPA 21-06, a request to amend the future land use designation from Residential Estate Density (2-units per acre) to Public Conservation and General Institutional.

DEPARTMENT: Growth Management

PREPARED BY: **Name:** Maria Jose, M.S.
Title: Senior Planner

REQUESTED BY: Martin County Board of County Commissioners

PRESET:

PROCEDURES: Quasi-Judicial

BACKGROUND/RELATED STRATEGIC GOAL:

The Board of County Commissioners is asked to consider changing the zoning district classification from R-1B, Single Family District, to PC, Public Conservation District, and PS-1, Public Service District, on a 5.4-acre parcel, located on SE Kubin Avenue, located north of Maggy's Hammock Park, Port Salerno. Comprehensive Growth Management Plan Policy 4.4A.1. provides that "Parcels being considered for amendment to the future land use designation shall be concurrently evaluated for rezoning to the most appropriate zoning district in the most recently adopted Land Development Regulations."

ISSUES:

A concurrent rezoning is required for each Future Land Use Map (FLUM) amendment where the amendment creates an inconsistency with the current zoning designation. Analysis of the proposed rezoning can be found in the staff report attached to this Board Item.

LEGAL SUFFICIENCY REVIEW:

Because this request involves the application of a policy to a specific application and site, it is a quasi -judicial decision. Quasi-judicial proceedings must be conducted with more formality than a legislative proceeding. In quasi-judicial proceedings, parties are entitled - as a matter of due process- to cross examine witnesses, present evidence, demand that witnesses testify under oath, and demand a decision based on a correct application of the law and competent substantial evidence in the record.

RECOMMENDED ACTION:

RECOMMENDATION

1. Move that the Board receive and file the Agenda Item Summary and all its attachments including the staff report for the record as Exhibit 1.
2. Move that the Board amend the Martin County Zoning Atlas to change the zoning district classification on the subject 5.4 acres of land from R-1B to PC and PS-1.

ALTERNATIVE RECOMMENDATIONS

Move that the Board continue the item to a future date certain.

FISCAL IMPACT:

RECOMMENDATION

Staff time.

ALTERNATIVE RECOMMENDATIONS

Staff time.

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☒ Resolution
☐ Other:

Maggy's Hammock Park
REZONING

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A. Application Information

Report Issuance Date:	June 18 , 2021
Applicant:	Martin County Board of County Commissioners
Represented by:	Paul Schilling Growth Management Department
Planner:	Maria Jose, M.S., Senior Planner
Growth Management Director:	Paul Schilling
Request Number:	CPA 21-06

PUBLIC HEARINGS:	Date	Action
Local Planning Agency:	6/3/2021	LPA voted 4-0 for staff's recommendation.
BCC Adoption:	7/13/2021	

B. Project description and analysis

This application is a request for a zoning district change on a parcel from R-1B (Single-Family Residential District) to PC, Public Conservation District, on a 5.4-acre parcel on S.E. Kubin Avenue, north of Maggy's Hammock Park, Port Salerno. The request was initiated by the Martin County Board of County Commissioners concurrently with a Board-initiated Future Land Use Map (FLUM) change from Residential Estate Density (2 units per acre) to Public Conservation land use on the 5.4-acre subject site.

The Martin County Utility & Solid Waste Department conveyed their request to Growth Management Department staff that they would like to utilize a 134.87' x 134.87' portion of the subject site for a Vacuum Station that could provide utility services to the nearby developed area (Rocky Point area). Many of the developments in the Rocky Point area rely on septic systems and do not have access to water and sewer services. Staff concurs with the request and recommends designating that portion of land to be General Institutional land use with the PS-1 (Public Service District) zoning, while designating the rest of the parcel as Public Conservation land use with the PC zoning district. The PC zoning district does not permit the use of utilities, whereas the PS-1 zoning district does permit the use of Utilities that could allow for the establishment of a vacuum station.

Staff recommendation:
Staff recommends approval of the zoning district change from R-1B to PC and for a portion of the subject site, a change from R-1B to PS-1. The decision on the appropriate zoning depends on the final decision for the future land use designations on the property. The proposed zoning district, PC,

implements the Public Conservation future land use designation proposed for the subject site. Both PS-1 and PS-2 zoning districts implement the General Institutional future land use and they both allow Utilities as a permitted use; however staff recommends PS-1 because it allows less intense uses than PS-2.

Cat.	Zoning District	District Purpose
A	PC (Public Conservation District)	The PC district is intended to implement the policies of the CGMP for lands designated Public Conservation on the Future Land Use Map of the CGMP.
A	PS-1 (Public Service District)	The PS-1 district is intended to implement the policies of the CGMP for lands designated Institutional-General on the Future Land Use Map of the CGMP. This district is designed to minimize the potential for negative impacts on surrounding properties.
A	PS-2 (Public Service District)	The PS-2 district is intended to implement the policies of the CGMP for lands designated Institutional-General on the Future Land Use Map of the CGMP.

Permitted Uses:

The existing zoning district, R-1B, is a Category B zoning district and the permitted uses are listed in Table 3.11.3 of the LDR. See Attachment 1, Permitted Uses - Category "B" Districts to view the permitted uses allowed by the current zoning, R-1B.

Below is an excerpt from Article 3 of the LDR, showing the permitted use schedule for the proposed zoning district, PC. The PS-1 zoning district is also included in this table in case the Board decides to dedicate a portion of the subject site for the vacuum station site for utilities services. The "P" indicates that the uses permitted within that zoning district provided the uses can be developed in accordance with, the requirements set forth in Divisions 3 and 4 and all other applicable requirements of Article 3 and the Land Development Regulations.

TABLE 3.11.2
PERMITTED USES - CATEGORY "A" NONRESIDENTIAL DISTRICTS

USE CATEGORY	CO	COR1	COR2	LC	CC	GC	WRC	WGC	LI	GI	HI	PR	PC	PS1	PS2
Residential Uses															
Accessory dwelling units		P	P				P	P	P	P	P				
Apartment hotels			P	P	P	P	P	P							
Mobile homes															
Modular homes		P	P				P								
Multifamily dwellings		P	P				P								
Single-family detached dwellings		P	P				P								
Single-family detached dwellings, if established prior to the effective date of this ordinance															

USE CATEGORY	CO	COR1	COR2	LC	CC	GC	WRC	WGC	LI	GI	HI	PR	PC	PS1	PS2
Townhouse dwellings		P	P				P								
Duplex dwellings		P	P				P								
Zero lot line single-family dwellings		P	P				P								
Agricultural Uses															
Agricultural processing, indoor										P	P				
Agricultural processing, outdoor											P				
Agricultural veterinary medical services									P	P					
Aquaculture								P	P	P	P				
Crop farms															
Dairies															
Exotic wildlife sanctuaries															
Farmer's markets															
Feed lots															
Fishing and hunting camps															
Orchards and groves															
Plant nurseries and landscape services				P	P	P			P	P					
Ranches															
Silviculture															
Stables, commercial															
Storage of agricultural equipment, supplies and produce															
Wildlife rehabilitation facilities															
Public and Institutional Uses															
Administrative services, not-for-profit	P	P	P	P	P	P	P	P	P	P	P			P	P
Cemeteries, crematory operations and columbaria									P	P	P				P
Community centers	P	P	P	P	P	P	P	P				P		P	P
Correctional facilities										P	P				P
Cultural or civic uses	P	P	P	P	P	P	P	P						P	P
Dredge spoil facilities												P			P
Educational institutions	P	P	P	P	P	P	P	P	P	P	P	P		P	P
Electrical generating plants											P				
Fairgrounds												P		P	P
Halfway houses															P
Halfway houses, on lots where such use was lawfully established prior to the effective date of this ordinance															
Hospitals						P								P	P
Neighborhood assisted residences with six (6) or fewer residents		P	P				P							P	P

USE CATEGORY	CO	COR1	COR2	LC	CC	GC	WRC	WGC	LI	GI	HI	PR	PC	PS1	PS2
Neighborhood boat launches															
Nonsecure residential drug and alcohol rehabilitation and treatment facilities															P
Nonsecure residential drug and alcohol rehabilitation and treatment facilities, on lots where such use was lawfully established prior to the effective date of this ordinance															
Places of worship	P	P	P	P	P	P			P	P				P	P
Post offices	P	P	P	P	P	P			P					P	P
Protective and emergency services	P	P	P	P	P	P	P	P	P	P	P			P	P
Public libraries	P	P	P	P	P	P			P					P	P
Public parks and recreation areas, active	P	P	P	P	P	P	P	P	P	P	P	P		P	P
Public parks and recreation areas, passive	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Public vehicle storage and maintenance	P													P	P
Recycling drop-off centers	P	P	P	P	P	P	P	P	P	P	P			P	P
Residential care facilities		P	P	P	P									P	P
Solid waste disposal areas											P				P
Utilities	P	P	P	P	P	P	P	P	P	P	P			P	P
Commercial and Business Uses															
Adult business									P	P	P				
Ancillary retail use	P	P	P												
Bed and breakfast inns	P	P	P	P	P		P	P							
Business and professional offices	P	P	P	P	P	P	P	P	P	P					
Campgrounds												P			
Commercial amusements, indoor				P	P	P	P	P	P						
Commercial amusements, outdoor						P	P	P	P						
Commercial day care				P	P	P	P	P	P	P				P	P
Construction industry trades				P	P	P			P	P	P				
Construction sales and services				P	P	P			P	P	P				
Family day care		P	P												
Financial institutions	P	P	P	P	P	P			P	P					
Flea markets						P			P	P					
Funeral homes				P	P	P								P	P
General retail sales and services					P	P			P						
Golf courses														P	P
Golf driving ranges						P			P					P	P
Hotels, motels, resorts and spas				P	P	P	P	P	P	P					
Kennels, commercial						P			P	P	P				P
Limited retail sales and services				P	P	P	P	P	P						
Marinas, commercial					P	P	P	P				P			

USE CATEGORY	CO	COR1	COR2	LC	CC	GC	WRC	WGC	LI	GI	HI	PR	PC	PS1	PS2
Marine education and research							P	P						P	P
Medical services	P	P	P	P	P	P			P						
Pain management clinics				P		P			P						
Parking lots and garages				P	P	P								P	P
Recreational vehicle parks				P	P	P	P	P				P			
Recreational vehicle parks, limited to the number and configuration of units lawfully established prior to the effective date of this ordinance		P	P												
Residential storage facilities	P	P	P	P	P	P			P	P					
Restaurants, convenience, with drive-through facilities						P			P						
Restaurants, convenience, without drive-through facilities				P	P	P	P	P							
Restaurants, general				P	P	P	P	P	P	P					
Shooting ranges															
Shooting ranges, indoor				P	P	P			P	P	P			P	P
Shooting ranges, outdoor															P
Trades and skilled services						P	P	P	P	P	P				
Vehicular sales and service						P			P	P					
Vehicular service and maintenance						P			P	P	P				
Veterinary medical services				P	P	P			P	P	P				
Wholesale trades and services						P		P	P	P	P				
Transportation, Communication and Utilities Uses															
Airstrips															
Airports, general aviation										P	P				
Truck stop/travel center											P				
Industrial Uses															
Biofuel facility										P	P				
Composting, where such use was approved or lawfully established prior to March 1, 2003															
Extensive impact industries								P		P	P				
Limited impact industries								P	P	P	P				
Mining											P				
Salvage yards										P	P				P
Yard trash processing											P				P
Yard trash processing on lots where such use was lawfully established prior to March 29, 2002									P	P					

USE CATEGORY	CO	COR1	COR2	LC	CC	GC	WRC	WGC	LI	GI	HI	PR	PC	PS1	PS2
Life Science, Technology and Research (LSTAR) Uses															
Biomedical research	P	P	P	P	P	P			P	P	P			P	P
Bioscience research	P	P	P	P	P	P			P	P	P			P	P
Computer and electronic components research and assembly	P	P	P	P	P	P			P	P	P			P	P
Computer and electronic products research and assembly	P	P	P	P	P	P			P	P	P			P	P
Computer programming/software research	P	P	P	P	P	P			P	P	P			P	P
Computer system design	P	P	P	P	P	P			P	P	P			P	P
Electromedical apparatus research and assembly	P	P	P	P	P	P			P	P	P			P	P
Electronic equipment research and assembly	P	P	P	P	P	P			P	P	P			P	P
Laser research and assembly	P	P	P	P	P	P			P	P	P			P	P
Lens research	P	P	P	P	P	P			P	P	P			P	P
Management, scientific and technical services	P	P	P	P	P	P			P	P	P			P	P
Marine Research	P	P	P	P	P	P		P	P	P	P			P	P
Medical and dental labs	P	P	P	P	P	P			P	P	P			P	P
Medical equipment assembly	P	P	P	P	P	P			P	P	P			P	P
Optical equipment assembly	P	P	P	P	P	P			P	P	P			P	P
Optical instruments assembly	P	P	P	P	P	P			P	P	P			P	P
Optoelectronics assembly	P	P	P	P	P	P			P	P	P			P	P
Pharmaceutical products research	P	P	P	P	P	P			P	P	P			P	P
Precision instrument assembly	P	P	P	P	P	P			P	P	P			P	P
Professional, scientific and technical services	P	P	P	P	P	P			P	P	P			P	P
Reproducing magnetic and optical media	P	P	P	P	P	P			P	P	P			P	P
Research and development laboratories and facilities, including alternative energy	P	P	P	P	P	P			P	P	P			P	P
Scientific and technical consulting services	P	P	P	P	P	P			P	P	P			P	P
Simulation training	P	P	P	P	P	P			P	P	P			P	P
Technology centers	P	P	P	P	P	P			P	P	P			P	P
Telecommunications research	P	P	P	P	P	P			P	P	P			P	P
Testing laboratories	P	P	P	P	P	P			P	P	P			P	P
Targeted Industries Business (TIB) Uses															
Aviation and aerospace manufacturing									P	P	P				
Business-to-business sales and marketing	P	P	P	P	P	P			P	P	P				
Chemical manufacturing									P	P	P				
Convention centers					P	P			P	P	P			P	P
Credit bureaus	P	P	P	P	P	P			P	P	P			P	P
Credit intermediation and related activities	P	P	P	P	P	P			P	P	P			P	P

USE CATEGORY	CO	COR1	COR2	LC	CC	GC	WRC	WGC	LI	GI	HI	PR	PC	PS1	PS2
Customer care centers	P	P	P	P	P	P			P	P	P			P	P
Customer support	P	P	P	P	P	P			P	P	P			P	P
Data processing services	P	P	P	P	P	P			P	P	P			P	P
Electrical equipment and appliance component manufacturing									P	P	P				
Electronic flight simulator manufacturing									P	P	P				
Fiber optic cable manufacturing									P	P	P				
Film, video, audio and electronic media production and postproduction	P	P	P	P	P	P			P	P	P			P	P
Food and beverage products manufacturing									P	P	P				
Funds, trusts and other financial vehicles	P	P	P	P	P	P			P	P	P			P	P
Furniture and related products manufacturing									P	P	P				
Health and beauty products manufacturing									P	P	P				
Information services and data processing	P	P	P	P	P	P			P	P	P			P	P
Insurance carriers	P	P	P	P	P	P			P	P	P			P	P
Internet service providers, web search portals	P	P	P	P	P	P			P	P	P			P	P
Irradiation apparatus manufacturing									P	P	P				
Lens manufacturing									P	P	P				
Machinery manufacturing									P	P	P				
Management services	P	P	P	P	P	P			P	P	P			P	P
Marine and marine related manufacturing								P	P	P	P				
Metal manufacturing									P	P	P				
National, international and regional headquarters	P	P	P	P	P	P			P	P	P			P	P
Nondepository credit institutions	P	P	P	P	P	P			P	P	P			P	P
Offices of bank holding companies	P	P	P	P	P	P			P	P	P			P	P
On-line information services	P	P	P	P	P	P			P	P	P			P	P
Performing arts centers				P	P	P			P	P	P			P	P
Plastics and rubber products manufacturing									P	P	P				
Printing and related support activities									P	P	P				
Railroad transportation									P	P	P				
Reproducing magnetic and optical media manufacturing									P	P	P				
Securities, commodity contracts	P	P	P	P	P	P			P	P	P			P	P
Semiconductor manufacturing									P	P	P				
Simulation training	P	P	P	P	P	P			P	P	P			P	P
Spectator sports					P	P			P	P	P			P	P
Surgical and medical instrument manufacturing									P	P	P				
Technical support	P	P	P	P	P	P			P	P	P			P	P

USE CATEGORY	CO	COR1	COR2	LC	CC	GC	WRC	WGC	LI	GI	HI	PR	PC	PS1	PS2
Telephonic and on-line business services	P	P	P	P	P	P			P	P	P			P	P
Textile mills and apparel manufacturing									P	P	P				
Transportation air									P	P	P				
Transportation equipment manufacturing									P	P	P				
Transportation services						P			P	P	P				
Transaction processing	P	P	P	P	P	P			P	P	P			P	P
Trucking and warehousing									P	P	P				
Wood and paper product manufacturing									P	P	P				

(Ord. No. 608, pt. 1, 3-19-2002; Ord. No. 623, pt. 1, 11-5-2002; Ord. No. 633, pt. 1, 9-2-2003; Ord. No. 669, pt. 1, 6-28-2005; Ord. No. 866, pt. 2, 6-22-2010; Ord. No. 891, pt. 1, 2-22-2011; Ord. No. 970, pt. 1, 4-7-2015; Ord. No. 1014, pt. 2, 12-6-2016; Ord. No. 1045, pt. 1, 1-9-2018)

Development standards

The land development standards set forth in Tables 3.12.1 and 3.12.2 shall apply to all lands zoned in accordance with this Division. Please see excerpts below:

TABLE 3.12.1
DEVELOPMENT STANDARDS

CAT	Zoning District	Min. Lot Area (sq. ft.)	Min. Lot Width (ft)	Max. Res. Density (upa)	Max. Hotel Density (upa)	Max. Building Coverage (%)	Max. Height (ft)/(stories)	Min. Open Space (%)	Other Req. (footnote)
A	PR	—	—	—	—	45	40	40	—
A	PC	—	—	—	—	45	30	40	—
A	PS-1	10,000	80	—	—	45	40	40	—
A	PS-2	10,000	80	—	—	45	40	40	—
A	PAF	—	—	—	—	—	—	50	—
B	HR-1	10,000	100	(a)	—	—	35	30	—
B	HR-1A	12,000	100	(a)	—	—	35	30	—
B	R-1	15,000	100	(a)	—	25	30/3	50	—
B	R-1A	10,000	85	(a)	—	25	30/3	30	(d)
B	R-1B	8,200	75	(a)	—	—	35	30	—
B	R1-C	15,000	100	(a)		25	25/2	50	—
B	R-2	7,500	60	(a)	—	35	30/3	30	—
B	R-2B	7,500	60	(a)	—	35	30/3	30	—
B	R-2C	5,000	50	(a)	—	—	35	30	—
B	R-2T	7,500	60	(a)	—	35	30/3	30	—
B	RT	5,500(f)	50	(a)	—	—	20/1	30	(b), (i)
B	TP	10 ac.	—	(k)	—	—	20/1	—	(c), (j)
B	E	43,560	—	(a)	—	—	30/3	50	—
B	E-1	30,000	150	(a)	—	25	30/3	50	—

CAT	Zoning District	Min. Lot Area (sq. ft.)	Min. Lot Width (ft)	Max. Res. Density (upa)	Max. Hotel Density (upa)	Max. Building Coverage (%)	Max. Height (ft)/(stories)	Min. Open Space (%)	Other Req. (footnote)
B	WE-1	30,000	100	(a)	—	25	25/2	50	—

NOTES:

(a) Maximum residential density shall be one single-family residential dwelling unit per lawfully established lot.

(b) In the RT district:

(1) Mobile home subdivisions shall be surrounded by a landscaped buffer strip at least 25 feet in depth on all sides. Buffers shall be unoccupied, except for underground utilities, canals, ditches, landscaping and entrance ornamentation.

(2) A minimum of five percent of the gross land area shall be required for recreation area.

(3) Fences and walls located on or within five feet of lot lines shall not exceed a height of six feet, except such fences or walls shall not exceed three feet six inches when located in a required front yard.

(c) In the TP district:

(1) A minimum of five percent of the gross land area shall be required for recreation area.

(2) Fences and walls located on or within five feet of lot lines shall not exceed a height of six feet, except such fences or walls shall not exceed three feet six inches when located in a required front yard.

(d) In the R-1A district, waterfront lots shall have a minimum of width of 60 feet along the street frontage and 100 feet in width along the waterway.

(e) In the MH-P district, each mobile home shall have a site area of at least 5,500 square feet.

(f) Each mobile home subdivision shall have a site area of at least ten acres.

(g) The maximum density for the RM-10 district is 15 units per acre for sites meeting the affordable housing criteria set forth in Section 4.4.M.1.e.(5) of the Comprehensive Growth Management Plan.

(h) The minimum lot area and minimum lot width requirements shall not apply to zero lot line, townhouse or multifamily developments on lots created after March 29, 2002.

(i) In the RT and MH-S districts, single-family detached dwellings (site-built dwellings) shall also comply with the provisions of Section 3.98.

(j) In the TP zoning district, mobile homes, modular homes and single-family detached dwellings (site-built dwellings) shall be limited to a foot print approved by the owner of the property (e.g., president of a condominium association or cooperative). Verification of the location and foot print by the property owner shall be provided with the building permit application. Primary structures and attached accessory structures, regardless of construction type, shall maintain a ten foot separation from other primary structures and attached accessory structures. Also, single-family detached dwellings (site-built dwellings) shall comply with the provisions of Section 3.98.

(k) In the TP zoning district the maximum residential density shall not exceed that density established on the parcel on April 1, 1982. New mobile home park development, requiring final site plan approval, in the TP zoning district shall not exceed eight units per acre.

(l) The maximum building height shall be 40 feet for all commercial and business uses permitted in the LI zoning district as set forth in Table 3.11.2.

(Ord. No. 608, pt. 1, 3-19-2002; Ord. No. 623, pt. 1, 11-5-2002; Ord. No. 633, pt. 1, 9-2-2003; Ord. No. 809, pt. 1, 9-9-2008; Ord. No. 866, pt. 2, 6-22-2010; Ord. No. 937, pt. 1, 8-6-2013; Ord. No. 1131, pt. I(Exh. A), 5-5-2020)

TABLE 3.12.2.
STRUCTURE SETBACKS

		Front/by story (ft.)				Rear/by story (ft.)				Side/by story (ft.)			
CAT	Zoning District	1	2	3	4	1	2	3	4	1	2	3	4
A	PR	25	25	25	25	20	20	30	40	10	10	20	30
A	PC	25	25	25	25	20	20	30	40	10	10	20	30
A	PS-1	25	25	25	25	20	20	30	40	10	10	20	30
A	PS-2	25	25	25	25	20	20	30	40	10	10	20	30
A	PAF	—	—	—	—	—	—	—	—	—	—	—	—
B	HR-1	35(d)	35(d)	35(d)	35(d)	25(d)	25(d)	25(d)	25(d)	15(a)	15(a)	15(a)	15(a)
B	HR-1A	35	35	35	35	25	25	25	25	15(a)	15(a)	15(a)	15(a)
B	R-1	20(e)	20(e)	20(e)	20(e)	6(e)	8(e)	10(e)	10(e)	6	8	10	10
B	R-1A	20	20	20	20	6	8	10	10	6	8	10	10
B	R-1B	30(f)	30(f)	30(f)	30(f)	6(f)	6(f)	6(f)	6(f)	10(d)	10(d)	10(d)	10(d)
B	R1-C	30	30	—	—	20	20	—	—	10	10	—	—
B	R-2	20	20	20	—	6	8	10	—	6	8	10	—
B	R-2B	20	20	20	—	6	8	10	—	6	8	10	—
B	R-2C	20	20	20	20	6	8	10	10	6	8	10	10
B	R-2T	20	20	20	20	6	8	10	10	6	8	10	10
B	RT	20	—	—	—	6	—	—	—	6	—	—	—
B	TP	15(i)	—	—	—	5(i)	—	—	—	5(i)	—	—	—
B	E	35	35	35	35	6	8	8	8	6	8	8	8
B	E-1	40	40	40	—	20	25	30	—	20	25	30	—
B	WE-1	50(g)	50(g)	—	—	25(g)	25(g)	—	—	15	15	—	—

NOTES:

Additional setback specifications are contained in division 3 (standards for specific uses) and division 4 (miscellaneous development standards) of this article 3.

(a) Side setback for nonconforming lots is 7.5 feet.

(b) Side setback for nonconforming lots is 6.5 feet.

(c) Where the real property boundary abuts an RE, RS, MH, RM, HR-1, HR-1A, R-1, R-1A, R-1B, R-1C, R-2, R-2B, R-2C, R-2T, RT, TP, E, E-1, WE-1 zoning district, a residential use in a PUD, or the real property boundary of a public school, these increased setbacks shall apply:

Front/by story (ft.)				Rear/by story (ft.)				Side/by story (ft.)				
1	2	3	4	1	2	3	4	1	2	3	4	Corner
25	25	25	25	20	20	30	40	15	20	20	30	25

(d) In the HR-1 district, wherever the lot abuts the Atlantic Ocean, the river or a man-made waterway, there shall be a minimum 35-foot setback from the mean high water line and the front setback shall be governed by the street centerline setbacks as set forth in subsection 3.16.C.

(e) In the R-1 district, wherever the lot abuts the Atlantic Ocean, the river or a man-made waterway, there shall be a minimum 20-foot setback from the mean high water line and the front setback shall be governed by the street centerline setbacks as set forth in subsection 3.16.C.

(f) In the R-1B district, wherever the lot abuts the Atlantic Ocean, the river or a man-made waterway, there shall be a minimum 30-foot setback from the mean high water line and the front setback shall be governed by the street centerline setbacks as set forth in subsection 3.16.C.

(g) In the WE-1 district, wherever the lot abuts the Atlantic Ocean, the river or a man-made waterway, there shall be a minimum 50-foot setback from the mean high water line and the front setback shall be governed by the street centerline setbacks as set forth in subsection 3.16.C. Where existing principal residences on adjacent lots are set back more than 50 feet from the mean high water line, the minimum setback from the mean high water line shall be the mean setback of the nearest principal residences on adjacent lots, or, where there is no principal residence within 1,000 feet, the minimum setback from the mean high water line shall be 50 feet. Accessory structures which are not roofed or enclosed by walls or screening shall only be subject to the minimum 50-foot setback from the mean high water line.

(h) The minimum rear setback for single-family detached residences and duplex dwellings shall be 20 feet.

(i) Setbacks shown for the TP zoning district are from property lines, i.e. the mobile home park boundary. The setbacks are not applicable between structures.

(j) For enclosed storage structures, greenhouses, child's playhouse and gazebos, this dimension may be reduced to five feet.

(k) The side/corner minimum setback shall be 20 feet.

(l) For lots that have frontage on ingress/egress or access easements and not on platted road rights-of-way the front setbacks shall be measured from the easement line.

(Ord. No. 608, pt. 1, 3-19-2002; Ord. No. 633, pt. 1, 9-2-2003; Ord. No. 727, pt. 1, 10-24-2006; Ord. No. 809, pt. 1, 9-9-2008; Ord. No. 866, pt. 2, 6-22-2010; Ord. No. 937, pt. 1, 8-6-2013; Ord. No. 1014, pt. 2, 12-6-2016)

Standards for Amendments to the Zoning Atlas

1. The Comprehensive Growth Management Plan (CGMP) requires that Martin County shall rezone individual parcels to the most appropriate zoning district consistent with the Land Development Regulations pursuant to Policy 4.4A.1., CGMP, Martin County, Fla. (2016).

2. The Martin County Land Development Regulations (LDR), Article 3, Section 3.2.E.1. provides the following "Standards for amendments to the Zoning Atlas."

> *The Future Land Use Map of the CGMP (Comprehensive Growth Management Plan) establishes the optimum overall distribution of land uses. The CGMP also establishes a series of land use categories, which provide, among other things, overall density and intensity limits. The Future Land Use Map shall not be construed to mean that every parcel is guaranteed the maximum density and intensity possible pursuant to the CGMP and these Land Development Regulations. All goals, objectives, and policies of the CGMP shall be considered when a proposed rezoning is considered. The County shall have the discretion to decide that the development allowed on any given parcel of land shall be more limited than the maximum allowable under the assigned Future Land Use Category; provided, however, that the County shall approve some development that is consistent with the CGMP, and the decision is fairly debatable or is supported by substantial, competent evidence depending on the fundamental nature of the proceeding. If upon reviewing a proposed rezoning request the County determines that the Future Land Use designation of the CGMP is inappropriate, the County may deny such rezoning request and initiate an appropriate amendment to the CGMP.*

3. The Martin County Land Development Regulations (LDR), in Section 3.2.E.2., provides the following "Standards for amendments to the Zoning Atlas." In the review of a proposed amendment to the Zoning Atlas, the Board of County Commissioners shall consider the following:

a. Whether the proposed amendment is consistent with all applicable provisions of the Comprehensive Plan; and,

Please see the staff report for CPA 21-06, Maggy's Hammock Park FLUM Amendment. The report analyzes the Public Conservation and General Institutional future land use designations. The PC zoning district implements the Public Conservation future land use and PS-1 implements the General Institutional future land use designation.

b. Whether the proposed amendment is consistent with all applicable provisions of the LDR; and,

The requested PC zoning district implements the proposed Public Conservation future land use pursuant to the requirements and standards of the LDR. PC does not permit any development and is intended to conserve natural habitat. The PS-1 zoning district implements the proposed General Institutional future land use pursuant to the requirements and standards of the LDR. PS-1 permits utilities as a permitted use, allowing Martin County Utilities Department to utilize the portion for a vacuum station.

c. Whether the proposed district amendment is compatible with the character of the existing land uses in the adjacent and surrounding area and the peculiar suitability of the property for the proposed zoning use; and,

The PC and PS-1 zoning districts are compatible to the surrounding lots. The parcels south of the subject site is also PC, and the lands are part of the Maggy's Hammock Park. PC does not permit any development and is intended to conserve/preserve natural habitat. The PC zoning district only allows passive recreational uses as a permitted use. Below is an excerpt from the LDR:

Public parks and recreation areas, passive. Public parks and recreation areas operated by a public or private not-for-profit entity where the primary goal is the preservation of land in its natural state for public enjoyment. Accessory uses and structures, such as parking, restrooms, and public viewing areas may be provided to facilitate public use of the preserved land but this use specifically excludes recreational facilities such as ball parks and tennis court that require large cleared areas, boat ramps for motorized vessels, or other uses which are incompatible with the preservation of native lands.

Unlike the current zoning district R-1B, the proposed PC zoning district does not permit development. The PS-1 zoning district, that is proposed for the small portion of the subject site, permits utilities as a permitted use, allowing the County to utilize the portion for a vacuum station. This vacuum station will be used to provide public utility provisions to the Rocky Point area, where many parcels currently rely on septic tanks. The subject site is surrounded by parcels that will be compatible to the proposed zoning districts.

d. Whether and to what extent there are documented changed conditions in the area; and,

There have been very few zoning changes in the area. See Figure 1, which shows the past zoning resolutions in the area nearby the subject parcel. The PS-1 zoning district would permit utilities and further the Board priority of converting septic systems to centralized sanitary sewer service in Rocky Point.

1. **Resolution 16-8.4**: Zoning amendment, where property was changed from R-1B (Single-Family) and RE-1/2A (Residential Estate) to PC (Public Conservation) and PR (Public Recreation).



Figure 1, where the subject site is in blue and parcel marked pink had a rezoning.

e. Whether and to what extent the proposed amendment would result in demands on public facilities; and,

The proposed amendment will not result in demands on public facilities since the PC zoning district does not permit any development. If the Board chooses to dedicate a portion of the subject site for the Vacuum Station, that portion will have the proposed PS-1 zoning district, which allows utilities. This would provide public facilities/services to the developed Rocky Point area by provided public utility services.

f. Whether and to what extent the proposed amendment would result in a logical, timely and orderly development pattern which conserves the value of existing development and is an appropriate use of the county's resources; and,

The subject site has conservation lands to the south and is surrounded by recreational and suburban residential development. The proposed request will conserve the natural habitat of the subject site and may allow for a portion of the site to be utilized for a vacuum station. The proposed amendment would result in zero residential units.
Please refer to Figure 2 below, which shows the proposed zoning atlas.



Figure 2, Proposed Zoning District, PC, and a portion as PS-1, with the subject site marked in red.

g. Consideration of the facts presented at the public hearings.

CPA 21-06 and this concurrent rezoning have not been presented at a public hearing yet.

C. Staff recommendation

The specific findings and conclusion of each review agency related to this request are identified in Sections F through T of this report. The rezoning process does not include a site plan review; therefore departments related to site plan review were not included in this rezoning staff report. The current review status for each agency is as follows:

Section	Division or Department	Reviewer	Phone	Assessment
F	Comprehensive Plan	Maria Jose	288-5930	Pending
G	Development Review	Maria Jose	288-5930	Pending
S	County Attorney	Krista Storey	288-5443	Review Ongoing
T	Adequate Public Facilities	Maria Jose	288-5930	Exempt

The choice of the most appropriate district for the subject property is a policy decision the Local Planning Agency (LPA) and the Board of County Commissioners (BCC) is asked to consider based on the "standards for amendments to the zoning atlas" provided in Section 3.2.E.1., Land Development Regulations (LDR), Martin County Code (MCC).

D. Review Board action

A review and recommendation is required on this application from the Local Planning Agency (LPA). Final action on this application is required by the Board of County Commissioners (BCC). Both the

LPA and the BCC meetings must be advertised public hearings.

E. Location and site information

Location: 5.4 acres, located on S.E. Kubin Avenue, north of Maggy's Hammock Park, Port Salerno.

Existing zoning:	R-1B
Future land use:	Residential Estate Density (2 units per acre)
Commission district:	District 4
Community redevelopment area:	N/A
Municipal service taxing unit:	District 4 Municipal Service Taxing Unit
Planning area:	Port Salerno

F. Determination of compliance with Comprehensive Growth Management Plan requirements - Growth Management Department

Unresolved issues:

Item #1:
Compatibility with the Future Land Use Map. The Growth Management Department staff has reviewed the Future Land Use Map Amendment in a separate report. Should the proposed change to the Future Land Use Map be adopted, the proposed PC zoning district would correctly implement the respective Public Conservation Future Land Use designation. The proposed PS-1 zoning district will correctly implement the respective General Institutional Future Land Use designation

G. Determination of compliance with land use, site design standards, zoning, and procedural requirements - Growth Management Department

Unresolved issues:
No site plan has been proposed. See Section F. above.

Additional Information:
Changes to the zoning atlas do not authorize any development activity. Criteria associated with this area of review are applied in conjunction with site plan review processes. Any specific department issues will be addressed at such time as development of the subject site is proposed.

H. Determination of compliance with the urban design and community redevelopment requirements – Community Development Department

See above statement.

I. Determination of compliance with the property management requirements – Engineering Department

See above statement.

J. Determination of compliance with environmental and landscaping requirements - Growth Management Department

See above statement.

K. Determination of compliance with transportation requirements - Engineering Department

See above statement.

L. Determination of compliance with county surveyor - Engineering Department

See above statement.

M. Determination of compliance with engineering, storm water and flood management requirements - Engineering Department

See above statement.

N. Determination of compliance with addressing and electronic file submittal requirements – Growth Management and Information Technology Departments

See above statement.

O. Determination of compliance with utilities requirements - Utilities Department

See above statement.

P. Determination of compliance with fire prevention and emergency management requirements – Fire Rescue Department

See above statement.

Q. Determination of compliance with Americans with Disability Act (ADA) requirements - General Services Department

See above statement.

R. Determination of compliance with Martin County Health Department and Martin County School Board

See above statement

S. Determination of compliance with legal requirements - County Attorney's Office

Review is ongoing.

T. Determination of compliance with the adequate public facilities requirements - responsible departments

The review for compliance with the standards for a Certificate of Adequate Public Facilities Exemption for development demonstrates that no additional impacts on public facilities were created in accordance with Section 5.32.B., LDR, Martin County, Fla. (2016). Exempted development will be treated as committed development for which the County assures concurrency.

Examples of developments that do not create additional impact on public facilities include:

A. Additions to nonresidential uses that do not create additional impact on public facilities;

B. Changes in use of property when the new use does not increase the impact on public facilities over the pre-existing use, except that no change in use will be considered exempt when the preexisting use has been discontinued for two years or more;

C. Zoning district changes to the district of lowest density or intensity necessary to achieve consistency with the Comprehensive Growth Management Plan;

D. Boundary plats which permit no site development.

U. Post-approval requirements

Not applicable.

V. Local, State, and Federal Permits

No Local, State and Federal Permits are applicable to a rezoning action which does not permit any development activities.

W. Fees

Not applicable.

X. General application information

Applicant: Martin County Board of County Commissioners.

Y. Acronyms

ADA..... Americans with Disability Act
AHJ ..... Authority Having Jurisdiction
ARDP..... Active Residential Development Preference
BCC..... Board of County Commissioners
CGMP ..... Comprehensive Growth Management Plan
CIE ..... Capital Improvements Element
CIP ..... Capital Improvements Plan
FACBC ..... Florida Accessibility Code for Building Construction
FDEP..... Florida Department of Environmental Protection
FDOT ..... Florida Department of Transportation
LDR..... Land Development Regulations
LPA ..... Local Planning Agency
MCC..... Martin County Code
MCHD..... Martin County Health Department
NFPA ..... National Fire Protection Association
SFWMD..... South Florida Water Management District
W/WWSA .... Water/Waste Water Service Agreement

Z. Figures/Attachments

Figures within the report:
Figure 1, Past Zoning Resolutions
Figure 2, Proposed Zoning Map
Permitted Uses -Category “B” Districts

TABLE 3.11.3
PERMITTED USES - CATEGORY "B" DISTRICTS

USE CATEGORY	HR1	HR1A	R1	R1A	R1B	R1C	R2	R2B	R2C	R2T	RT	TP	E	E1	WE1
Residential Uses															
Accessory dwelling units															
Apartment hotels															
Mobile homes											P	P			
Modular homes	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Multifamily dwellings															
Single-family detached dwellings	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Single-family detached dwellings, if established prior to the effective date of this ordinance															
Townhouse dwellings															
Duplex dwellings															
Zero lot line single-family dwellings															
Agricultural Uses															
Agricultural processing, indoor															
Agricultural processing, outdoor															
Agricultural veterinary medical services															
Aquaculture															
Crop farms															
Dairies															
Exotic wildlife sanctuaries															
Farmer's markets															
Feed lots															
Fishing and hunting camps															
Orchards and groves															
Plant nurseries and landscape services															
Ranches															

USE CATEGORY	HR1	HR1A	R1	R1A	R1B	R1C	R2	R2B	R2C	R2T	RT	TP	E	E1	WE1
Silviculture															
Stables, commercial															
Storage of agricultural equipment, supplies and produce															
Wildlife rehabilitation facilities															
Public and Institutional Uses															
Administrative services, not-for-profit															
Cemeteries, crematory operations and columbaria															
Community centers	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Correctional facilities															
Cultural or civic uses															
Dredge spoil facilities															
Educational institutions	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Electrical generating plants															
Fairgrounds															
Halfway houses															
Halfway houses, on lots where such use was lawfully established prior to the effective date of this ordinance															
Hospitals															
Neighborhood assisted residences with six or fewer residents	P	P	P	P	P	P	P	P	P		P	P	P	P	P
Neighborhood boat launches															
Nonsecure residential drug and alcohol rehabilitation and treatment facilities															
Nonsecure residential drug and alcohol rehabilitation and treatment facilities, on lots where such use was lawfully established prior to the effective date of this ordinance															
Places of worship	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Post offices															

USE CATEGORY	HR1	HR1A	R1	R1A	R1B	R1C	R2	R2B	R2C	R2T	RT	TP	E	E1	WE1
Protective and emergency services	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Public libraries	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Public parks and recreation areas, active	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Public parks and recreation areas, passive	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Public vehicle storage and maintenance															
Recycling drop-off centers															
Residential care facilities															
Solid waste disposal areas															
Utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Commercial and Business Uses															
Adult business															
Bed and breakfast inns	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Business and professional offices															
Campgrounds															
Commercial amusements, indoor															
Commercial amusements, outdoor															
Commercial day care	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Construction industry trades															
Construction sales and services															
Family day care	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Financial institutions															
Flea markets															
Funeral homes															
General retail sales and services															
Golf courses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Golf driving ranges															
Hotels and motels															

USE CATEGORY	HR1	HR1A	R1	R1A	R1B	R1C	R2	R2B	R2C	R2T	RT	TP	E	E1	WE1
Kennels, commercial															
Limited retail sales and services															
Marinas, commercial															
Marine education and research															
Medical services															
Parking lots and garages															
Recreational vehicle parks															
Recreational vehicle parks, limited to the number and configuration of units lawfully established prior to the effective date of this ordinance												P			
Residential storage facilities															
Restaurants, convenience, with drive through facilities															
Restaurants, convenience without drive through facilities															
Restaurants, general															
Shooting ranges, indoor															
Shooting ranges, outdoor															
Trades and skilled services															
Vehicular sales and service															
Vehicular service and maintenance															
Veterinary medical services															
Wholesale trades and services															
Transportation, Communication and Utilities Uses															
Airstrips															
Airports, general aviation															
Industrial Uses															
Composting, where such use was approved or lawfully established prior to March 1, 2003															

USE CATEGORY	HR1	HR1A	R1	R1A	R1B	R1C	R2	R2B	R2C	R2T	RT	TP	E	E1	WE1
Extensive impact industries															
Limited impact industries															
Mining															
Salvage yards															
Yard trash processing															
Yard trash processing on lots where such use was lawfully established prior to March 29, 2002															

(Ord. No. 608, pt. 1, 3-19-2002; Ord. No. 633, pt. 1, 9-2-2003; Ord. No. 669, pt. 1, 6-28-2005; Ord. No. 809, pt. 1, 9-9-2008)

Prepared By: Maria Jose
Martin County
Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 21-4.2

A RESOLUTION OF MARTIN COUNTY, FLORIDA, TO INITIATE FUTURE LAND USE MAP AMENDMENTS TO THE COMPREHENSIVE GROWTH MANAGEMENT PLAN

WHEREAS, on March 12, 2021, Martin County acquired a 5.4 acre property located north of Maggy's Hammock Park; and

WHEREAS, this property, located on S.E. Kubin Avenue, is currently designated with the Residential Estate Density (2 units per acre) future land use and the R-1B zoning district; and

WHEREAS, utilization of this property for conservation uses may be more appropriate due to its proximity to Maggy's Hammock Park; and

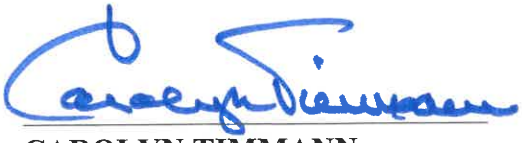
WHEREAS, the Martin County Comprehensive Growth Management Plan, Section 1-11, Amendment Procedures, states that the Martin County Board of County Commissioners may, by resolution, initiate a request to amend, modify, add to, or change the Comprehensive Growth Management Plan

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT:

The Martin County Board of Commissioners herein initiates a Comprehensive Plan Amendment to change the future land use and zoning to the most appropriate designation for the property identified in the attached Exhibit A, which contains the Legal Description and the Location Map.

DULY PASSED AND ADOPTED THIS 13th DAY OF APRIL 2021.

ATTEST:



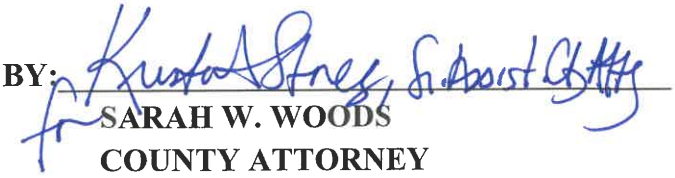
CAROLYN TIMMANN,
CLERK OF THE CIRCUIT
COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: 

STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: 

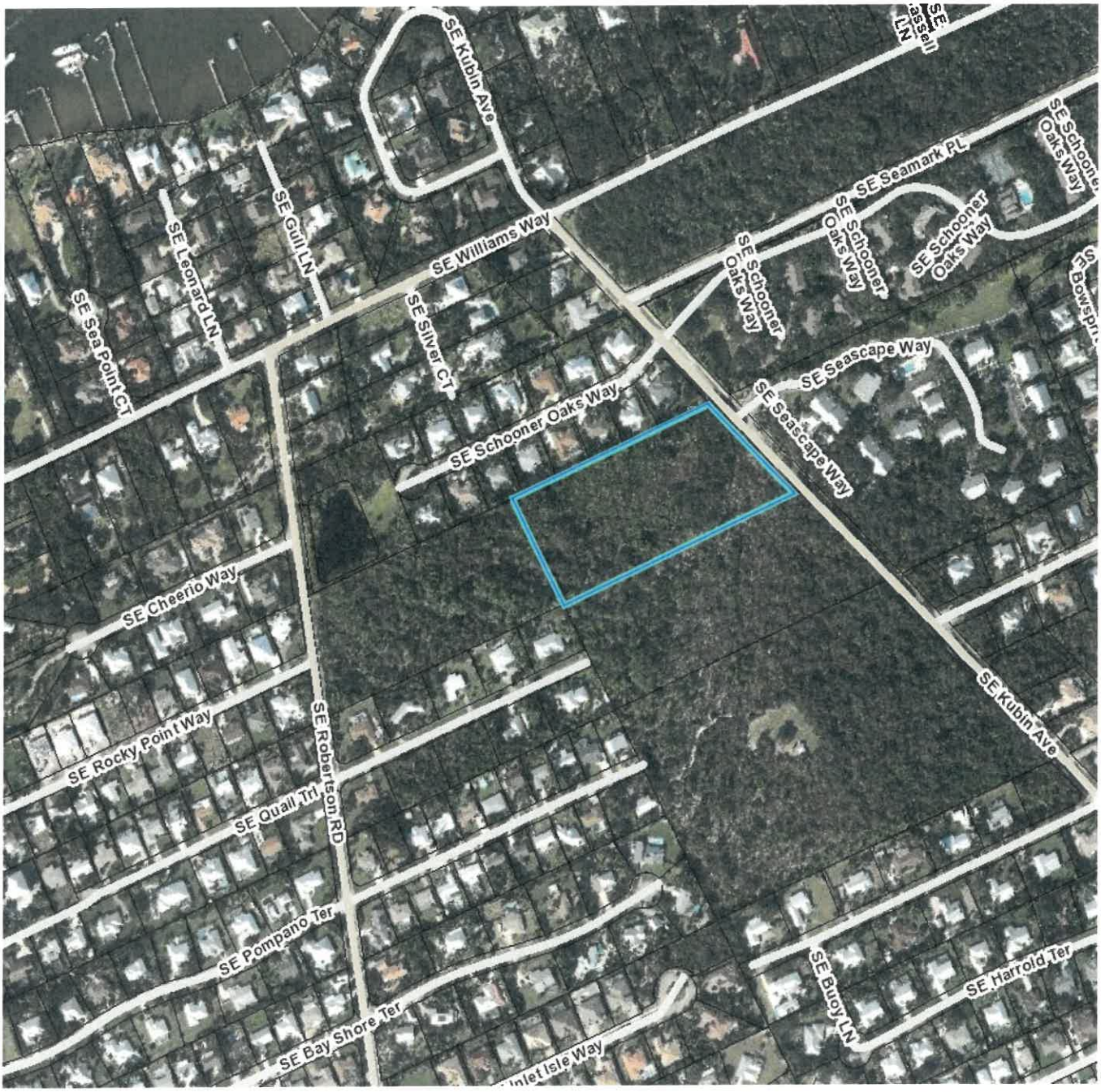
SARAH W. WOODS
COUNTY ATTORNEY

Exhibit A

Parcel ID Number: 48-38-41-000-020-00000-1

Legal Description:

Lot 20, Subdivision of Lots 13 and 14 Hanson Grant, according to the map or plat thereof, as recorded in Plat Book 1, Page (s) 89, of the Public Records of Palm Beach (now Martin) County, Florida. Less and except the east 10 feet of the above described property.



Public Notice

D-Signs, LLC
911 S.E. Hillcrest Ave.
Stuart, FL 34994

April 21, 2021

Martin County Growth Management
2401 SE Monterey Rd.
Stuart, FL 34996

RE: Maggy's Hammock CPA# 21-06

Attn:

This Letter is to Certify that the above referenced sign(s) were installed per Martin Cou
requirements. This sign was posted according to and complies with the standards of the
notice provisions of Article 10, Section 10.6 Development Review Procedures.

Kurt C. Larsen

Date 4/21/21

State of Florida
County of Martin

Kurt C. Larsen, who is personally known to me, who did not take an oath, acknowledged the foregoing instrument before me on 4/21/2021.


NOTICE OF FUTURE LAND USE
AND ZONING CHANGE APPLICATION
#CPA 21-06
MAGGY'S HAMMOCK
THIS PROPERTY IS THE SUBJECT OF AN APPLICATION TO CHANGE THE FUTURE LAND USE DESIGNATION
FROM: RESIDENTIAL ESTATE DENSITY TO: INSTITUTIONAL CONSERVATION & GENERAL
AND TO CHANGE THE ZONING DESIGNATION
FROM: R-1B TO: PC OR THE APPROPRIATE ZONING DISTRICT
CONTACT MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT
772-288-5495

MARTIN COUNTY

BOARD OF COUNTY COMMISSIONERS

2401 S.E. MONTEREY ROAD • STUART, FL 34996

DOUG SMITH	Commissioner, District 1	TARYN KRYZDA, CPM	County Administrator
STACEY HETHERINGTON	Commissioner, District 2	SARAH W. WOODS	County Attorney
HAROLD E. JENKINS II	Commissioner, District 3		
SARAH HEARD	Commissioner, District 4	TELEPHONE	(772) 288-5400
EDWARD V. CIAMPI	Commissioner, District 5	WEBSITE	www.martin.fl.us

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May 13, 2021

Re: Notice of public hearing regarding CPA 21-06 Maggy's Hammock Park: an application initiated by the Board of County Commissioners to change the Future Land Use and Zoning of a parcel of land

Dear Property Owner:

As the owner of property within 1,000 feet of the property shown on the enclosed location map, please be advised that the property is the subject of an application to change the Future Land Use designation:

FROM: Residential Estate Density (2 upa)

TO: Public Conservation and General Institutional

And to change the zoning district:

FROM: R-1B (Single Family District)

TO: PC (Public Conservation District), and PS-1 (Public Service District) or the most appropriate zoning district

The date, time, and place of the scheduled hearings are:

1st Public Hearing:	**Local Planning Agency** Date: Thursday, June 3, 2021 Time: 7:00 P.M., or as soon thereafter as the items can be heard.
2nd Public Hearing:	**Board of County Commissioners** Date: Tuesday, July 13, 2021 Time: 9:00 A.M., or as soon thereafter as the items canbe heard
Location:	Martin County Administrative Center 2401 SE Monterey Road Stuart, FL 34996

Accessibility arrangements: Persons with disabilities who need an accommodation in order to participate in this proceeding are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the ADA Coordinator at (772) 320-3131, the County Administration Office at (772) 288-5400, or in writing to 2401 SE Monterey Road, Stuart, FL, 34996, no later than three days before the hearing date. Persons using a TTY device, please call 711 Florida Relay Services.

Record for appeals: If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council, or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.

Comprehensive Planning Facts: The Future Land Use Map is adopted as part of the County's Comprehensive Growth Management Plan and it is one of the primary tools for managing land development. The Future Land Use designation of a parcel of land determines the general type of use allowed, as well as the maximum level of density or intensity allowed (such as the number of residential units per acre). The zoning regulations provide one or more zoning districts for implementing each Future Land Use designation. The zoning designation determines, in more detail than the Future Land Use designation, what type and level of development may occur. A change to the Future Land Use Map requires three public hearings as follows:

1. Local Planning Agency (which makes a recommendation to the Board of County Commissioners).
2. Board of County Commissioners (to determine whether the proposed amendment should be transmitted to the state land planning agency that oversees and coordinates comprehensive planning).
3. Board of County Commissioners (to determine whether the proposed amendment should be adopted).

Public involvement opportunities: All interested persons are invited to attend the above-described hearings and will have an opportunity to speak. Written comments will be included as part of the public record of the application.

Submit Written Comments to: Paul Schilling, Director
Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

To view the staff reports, please visit the County's website at:

https://www.martin.fl.us/CompPlanningStaffReports

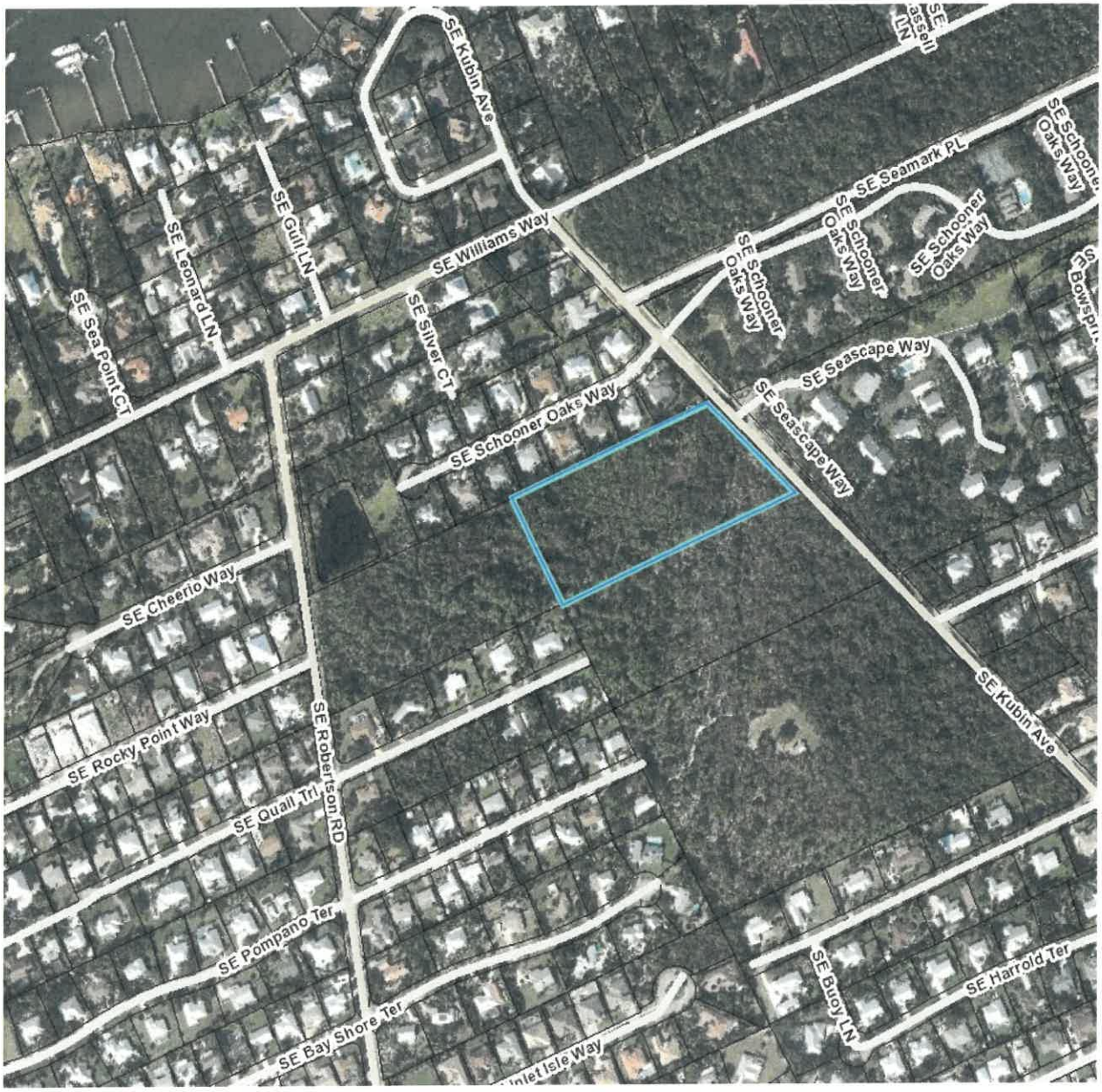
For more information, contact Maria Jose, M.S., Senior Planner, Growth Management Department at (772) 288-5495 or via e-mail: mjose@martin.fl.us

Sincerely,

Maria Jose

Maria Jose, M.S., Senior Planner
Growth Management Department

Location Map



Vaccines

Continued from Page 17A

figures and/or estimates of vaccinations reported large gaps in vaccinations.

The publicly operated Sarasota Memorial Healthcare System, which requires employees to report their vaccination status, had among the highest known vaccination numbers of the hospitals contacted for this story.

Spokeswoman Kim Savage said last week that the organization's overall staff vaccination rate was 65%. About 90% of its 1,000 physicians and medical staff have at least one of two required shots, Savage added. The health care system has held its own vaccination clinics to encourage employee compliance.

"We will continue encouraging vaccination at other community and retail vaccination sites for new employees and those who were initially hesitant," Savage said in an email.

The private Naples-based NCH Healthcare System, Collier County's largest hospital operator, said that more than 65% of its staff — including physicians, contractors and vendors — has been fully vaccinated. But spokesman Shawn McConnell says that reporting is not required.

Like other hospitals, NCH does not require employees to get shots. But McConnell said that could eventually change.

"NCH is currently discussing the decision to mandate vaccines once FDA approval for the vaccines is granted, however, a final decision has not been made at this time," he said.

Flagler Health+, which operates Flagler Hospital in St. Johns County, estimates that 55% of its employees have been vaccinated. St. John's County, home to historic St. Augustine, is consistently ranked as one of Florida's healthiest (and wealthiest) counties.

Spokeswoman Gina Mangus said the healthcare system provides an education program in order to support informed decision-making when it comes to vaccines.

"The voluntary COVID-19 policy was established at the inception of vaccine availability, in collaboration with our inter-professional COVID-19 vaccination team and our ethics committee," Mangus said in an emailed statement.

"As with all of our policies, we will continue to monitor, evaluate and make adjustments should they be deemed necessary."

Safety issue?

All hospitals contacted for this story maintain that patient safety is not being compromised, even if large shares of their employees aren't vaccinated.

Front-line workers are required to wear masks at all times and COVID-19 patients are quarantined under standards set by the Centers for Disease Control and Prevention, they say.

Mary Briggs, a spokeswoman for the Lee Health hospital system, said all hospital employees caring for COVID-19 patients are provided with special protective gear. But, like other hospital systems contacted, it won't require staff to alert others if they have not been vaccinated.

Lee Health, for instance, requires a "Flu Proof" sticker for badges of employees who receive mandatory influenza vaccine shots every year. Employees are allowed to opt out for medical and/or religious reasons. Before COVID-19, those not flu-vaccinated had to also wear masks in inpatient areas. Now everyone does.

Still, the federal Occupational Safety and Health Administration earlier this month published new rules to protect workers from COVID-19, a threat it called a "grave danger."They include rules on social distancing, mask-wearing and allowing employees time to get vaccinated.

They stop short of requiring vaccinations, however. But more hospitals are likely going to do that on their own, said Adalja, the senior scholar at the Johns Hopkins Center for Health Security.

"What I think will happen is more hospitals will start to do this, especially after you had the court decision in favor of Houston Methodist (a hospital that started requiring them)," he said. "I think that will embolden them."

He added: "I would encourage them to just have the courage to just do it," he said.

"Truth is on the side of the vaccine, not on the vaccine-hesitant health care workers."

Nikki Ross, a reporter for The Daytona Beach News-Journal, contributed to this report

Frank Gluck is a watchdog reporter with The News-Press and the Naples Daily News. Connect with him at fgluck@news-press.com or on Twitter: @FrankGluck

Water

Continued from Page 1A

members. "We didn't talk about human health."

Shifting the conversation from environmental to public health concerns is important, though it was an unpopular opinion when he spoke out about it three years ago.

"I received some criticism from some officials and business leaders who feared it would hurt tourism," Lord said.

It took similar rhetoric and actions from local leaders such as U.S. Rep. Brian Mast, R-Palm City, to begin to change water management policy to keep people safe, Lord said.

"We have a congressman who made it a big issue to work on improving water quality and stopping discharges. We have a governor who seems sympathetic to us and has given us his support," Lord said. "I think we owe a debt of gratitude to the blue-green algae. It changed the conversation."

Cleveland Clinic give patients unique water pollution questionnaire

The hospital has been proactive and is prepared to help patients exposed to toxic and otherwise harmful algae, Lord said.

"We know when it's cyanobacteria season. We have to prepare for it every year. We have signs in our emergency rooms," Lord said. "We have a questionnaire we give to patients. It's a form we developed. We're the only hospital in America passing this form out."

The form asks patients if they have symptoms typical from exposure to harmful algae such as nausea, vomiting, skin rash, eye irritation or respiratory issues. But more research is needed on the long-term effects of cyanobacteria exposure, Lord said.

Some preliminary research indicates a link between long-term inhalation of the toxin microcystin with fatal liver disease and neurological ailments such as Alzheimer's, Parkinson's and Lou Gehrig's diseases. BMAA is the suspected culprit.

"I'm in the business of taking care of sick people," Lord said, "but I'd like to be in the business of keeping people well."

What the future holds for Cleveland Clinic Martin Health CEO

Lord said he hopes to see the day when there are no Lake Okeechobee discharges; when most of the excess water is diverted south into the Everglades where it is needed; and when water is clean in Lake O as well as stormwater runoff from agricultural lands into the C-23 and C-24 canals in St. Lucie and Martin counties, respectively.

When Lord retires at the end of the year, he hopes to spend more time fishing with his grandsons in search of snook and spotted seatrout.

"I also look forward to continuing to advocate for clean water," he said. "My happiest memories here involve fishing in the Indian River Lagoon, the St. Lucie River and the (St. Lucie) Inlet. I love the rivers and the creatures that live in them."

The Rivers Coalition, founded in 1998 after particularly destructive Lake O discharges, includes 50 organizations, homeowner associations, businesses, clubs and individuals.

They advocate ending Lake O discharges and cleaning the polluted St. Lucie River and Indian River Lagoon waters.

Thursday was the group's first in-person meeting since February 2020 because of the coronavirus pandemic.

Ed Killer is TCPalm's outdoors writer. Sign up for his and other weekly newsletters at profile.tcpalm.com/newsletters/manage. Friend Ed on Facebook at Ed Killer, follow him on Twitter @tcpalmekiller or email him at ed.killer@tcpalm.com.



Rob Lord, president of Cleveland Clinic Mart[illegible]alth, speaks to the Rivers Coalition on June 24 about the human health problems created by harmful alga[illegible] KILLER/TCPALM

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The hiring of a lawyer is an important decision and should not be based solely on advertisements. Before you decide ask us to send you free written information about our qualifications and experience.

NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the Board of County Commissioners of Martin County will conduct public hearings on July 13, 2021 beginning at 9:00 A.M., or as soon thereafter as the items may be heard, to review the following items:

1. Comprehensive Plan Amendment 21-01, Chapter 5, Transportation Element: A request to amend the text of Chapter 5, Transportation Element of the Martin County Comprehensive Growth Management Plan.

2. AN ORDINANCE OF MARTIN COUNTY, FLORIDA, REGARDING COMPREHENSIVE PLAN AMENDMENT 21-06, MAGGY'S HAMMOCK PARK, AMENDING THE FUTURE LAND USE MAP OF THE MARTIN COUNTY COMPREHENSIVE GROWTH MANAGEMENT PLAN; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY, AND APPLICABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE, AND AN EFFECTIVE DATE.

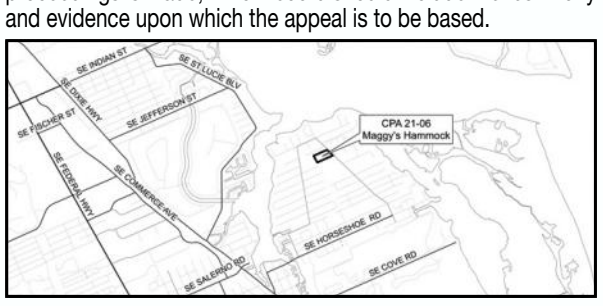
In conjunction with:

3. A RESOLUTION OF MARTIN COUNTY, FLORIDA, REGARDING AN APPLICATION TO CHANGE THE ZONING DISTRICT FROM R-1B, SINGLE FAMILY RESIDENTIAL DISTRICT, TO PC, PUBLIC CONSERVATION DISTRICT AND PS-1, PUBLIC SERVICE DISTRICT OR THE MOST APPROPRIATE ZONING DISTRICT ON 5.4 ACRES AT S.E. KUBIN AVENUE, NORTH OF MAGGY'S HAMMOCK PARK, PORT SALERNO.

All interested persons are invited to attend and be heard. The meeting will be held in the Commission Chambers on the first floor of the Martin County Administrative Center, 2401 SE Monterey Road, Stuart, Florida 34996. Written comments may be mailed to: Paul Schilling, Director, Martin County Growth Management Department, 2401 S.E. Monterey Road, Stuart, Florida 34996. Copies of the items will be available from the Growth Management Department. For more information, contact the Growth Management Department at (772) 288-5495.

Persons with disabilities who need an accommodation in order to participate in this proceeding are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the ADA Coordinator at (772) 320-3131, or the Office of the County Administrator at (772) 288-5400, or in writing to 2401 SE Monterey Road, Stuart, FL, 34996, no later than three days before the hearing date. Persons using a TTY device, please call 711 Florida Relay Services.

If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council, or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.



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Agency: N/A
Section-Page-Zone(s): A-18-All
Description: N/A
Martin County - Growth Management

Prepared by: Maria Jose, M.S.
Martin County Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER _____

A RESOLUTION OF MARTIN COUNTY, FLORIDA, REGARDING AN APPLICATION TO CHANGE THE ZONING DISTRICT FROM R-1B, SINGLE FAMILY RESIDENTIAL DISTRICT, TO PC, PUBLIC CONSERVATION DISTRICT AND PS-1, PUBLIC SERVICE DISTRICT OR THE MOST APPROPRIATE ZONING DISTRICT ON 5.4 ACRES AT S.E. KUBIN AVENUE, NORTH OF MAGGY'S HAMMOCK PARK, PORT SALERNO.

WHEREAS, this Board has made the following determinations of fact:

1. The Board of County Commissioners initiated an amendment to the zoning atlas to change the zoning district classification on ±5.4 acres of land located at S.E. Kubin Avenue, north of Maggy's Hammock Park.
2. The Local Planning Agency heard the application at a public hearing on June 3, 2021. The LPA's recommendations were forwarded to the Board of County Commissioners.
3. This Board has considered such recommendations.
4. Upon proper notice of hearing, this Board held a public hearing on the application on July 13, 2021.
5. At the public hearing, all interested parties were given an opportunity to be heard.
6. All conditions precedent to granting the change in zoning district classification have been met.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT:

A. The zoning district classification for that portion of the property described in Exhibit A is hereby changed from R-1B (Single Family Residential District) to PC (Public Conservation District) and the zoning district classification for that portion of the property described in Exhibit B is hereby changed from R-1B (Single Family Residential District) to PS-1 (Public Service District).

B. Pursuant to Section 5.32.B.3.f., Land Development Regulations, Martin County Code, this rezoning action is hereby determined to meet the requirements for a Certificate of Public Facilities Exemption.

C. Pursuant to Section 14.1C.5.(2), Comprehensive Growth Management Plan, Martin County Code, regarding preliminary development approvals, the property described in Exhibit A is subject to a determination of level of service capacity at final site plan approval and no rights to obtain final development orders, nor any other rights to develop the subject property have been granted or implied by this Board.

D. If Comprehensive Plan Amendment 21-06, Maggy's Hammock Park is not timely challenged, this resolution shall become effective 31 days after adoption by the Board of County Commissioners. If CPA 21-06 is timely challenged, this resolution shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on CPA 21-06 may be issued or commence before it has become effective.

E. This resolution shall be recorded in the public records of Martin County. A copy of this resolution shall be forwarded to the Applicants by the Growth Management Department subsequent to recording.

DULY PASSED AND ADOPTED THIS 13th DAY OF JULY 2021.

ATTEST:

BY:_____
CAROLYN TIMMANN
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY:_____
STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM
& LEGAL SUFFICIENCY:

BY:_____
SARAH W. WOODS, COUNTY ATTORNEY

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 21-023A.DWG	M.C. PROJ. NO. 21-023	SHEET NO. 1 OF 3

EXHIBIT A

SURVEYOR'S NOTES

1. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON THE BOUNDARY SURVEY OF LOT 20 OF SUBDIVISION OF LOTS 13 AND 14 OF HANSON GRANT S/D, PREFORMED BY CHRISTIAN FENEX AND ASSOCIATES, LLC, SKETCH NUMBER 218079_LOT20-MC_2-11-2021.DWG, DATED 2/20/21 AND HANSON GRANT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 89, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

2. THIS LEGAL DESCRIPTION SHALL NOT BE VALID:
   A. UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1, 2 AND 3, SHEET 3 BEING A SKETCH.
   B. WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

3. BEARING BASIS IS NORTH 46°10'12" WEST ALONG THE CENTERLINE OF SE KUBIN AVE, AS PER SAID BOUNDARY SURVEY AND ALL OTHERS ARE RELATIVE TO SAID BEARING.

4. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO DESCRIBE A PARCEL.

5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.

6. THIS IS NOT A SURVEY AND DOES NOT DEFINE OWNERSHIP OR ENCROACHMENTS.

7. PROPERTY, TRACT, AND PARCEL LINES SHOWN ARE APPROXIMATE IN NATURE AND NOT TO BE RELIED UPON FOR LAND POSITIONING OR DETERMINATIONS.

8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

9. LEGEND: ℄=CENTERLINE, ORB=OFFICIAL RECORDS BOOK, PB=PLAT BOOK, PCN=PARCEL CONTROL NUMBER, PG=PAGE, ROW=RIGHT-OF-WAY.

THOMAS M. WALKER, JR. License Number 6875 STATE OF FLORIDA Professional Surveyor and Mapper

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SURVEYOR AND MAPPER
IN RESPONSIBLE CHARGE

THOMAS M. WALKER, JR., P.S.M.
MARTIN COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. P.S.M. 6875

DATE: JUN 18 2021

PC ZONING DISTRICT PARCEL LOT 20 SUBDIVISION OF LOTS 13 AND 14 OF HANSON GRANT MARTIN COUNTY, FLORIDA	SUPERVISED BY : MNM DRAWN BY : JMM | SCALE : N/A DATE : 6/10/2021 DRAWING # 21-023A

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 21-023A.DWG	M.C. PROJ. NO. 21-023	SHEET NO. 2 OF 3

EXHIBIT A

DESCRIPTION

LOT 20, SUBDIVISION OF LOTS 13 AND 14 HANSON GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE(S) 89, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

LESS AND EXCEPT THE EAST 10 FEET OF THE ABOVE DESCRIBED PROPERTY.

AND

LESS AND EXCEPT THE SOUTHERLY 125 FEET OF THE EASTERLY 125 FEET OF THE ABOVE DESCRIBED PARCEL.

SAID PARCEL CONTAINS 216,839 SQUARE FEET, (4.98 ACRES) MORE OR LESS.

NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1 AND 3.

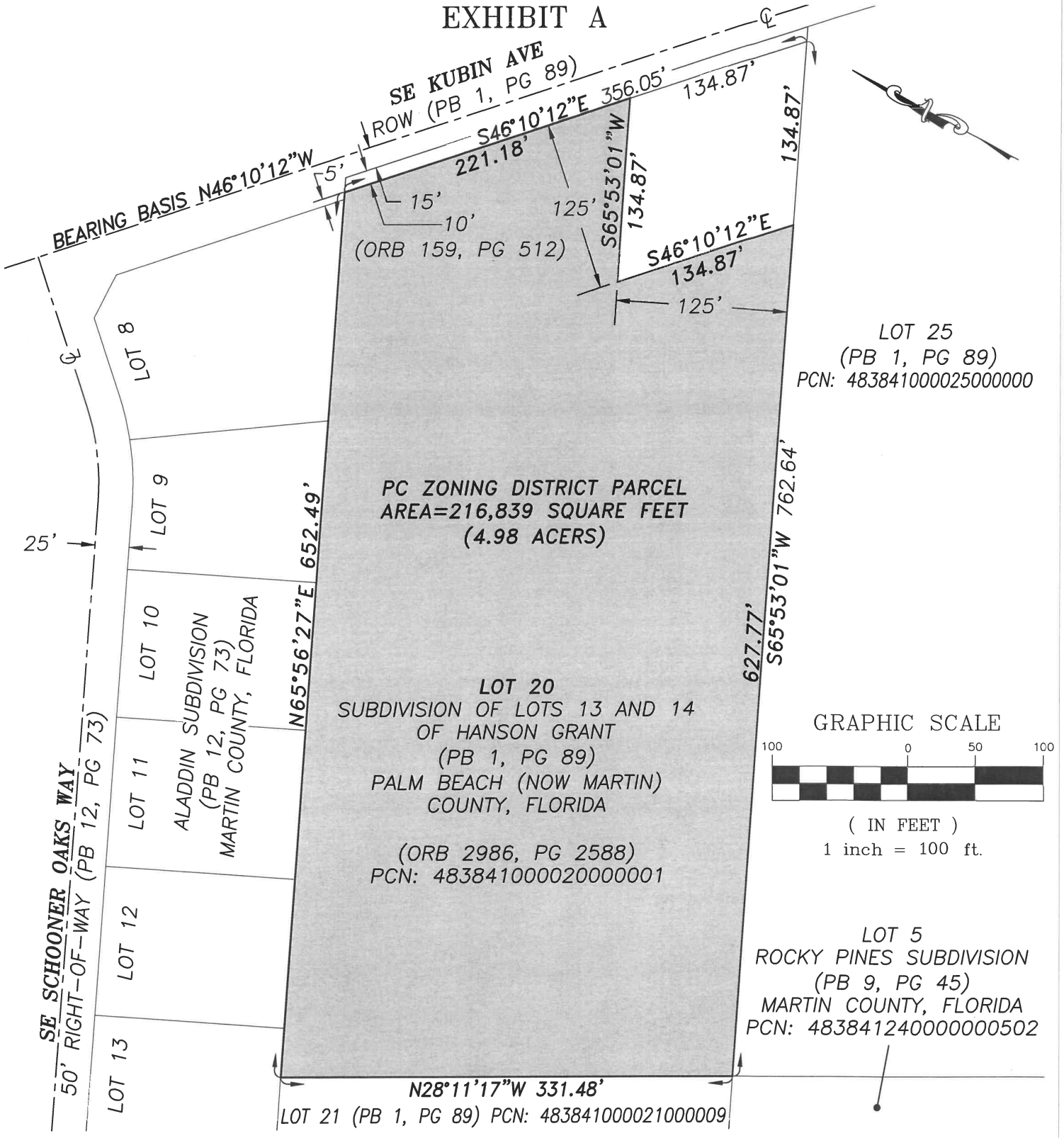
PC ZONING DISTRICT PARCEL *LOT 20 SUBDIVISION OF LOTS 13 AND 14 OF HANSON GRANT* *MARTIN COUNTY, FLORIDA*	SUPERVISED BY : *MNM* DRAWN BY : *JMM* | SCALE : *N/A* DATE : *6/10/2021* DRAWING # *21-023A*

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 21-023A.DWG | M.C. PROJ. NO. 21-023A | SHEET NO. 3 OF 3

EXHIBIT A



NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1 AND 2.

PC ZONING DISTRICT PARCEL

LOT 20 SUBDIVISION OF LOTS 13 AND 14 OF HANSON GRANT

MARTIN COUNTY, FLORIDA

SUPERVISED BY : MNM

DRAWN BY : JMM | SCALE : 1"=100'

DATE : 6/10/2021

DRAWING # 21-023A

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 21-023B.DWG	M.C. PROJ. NO. 21-023	SHEET NO. 1 OF 3

EXHIBIT B

SURVEYOR'S NOTES

1. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON THE BOUNDARY SURVEY OF LOT 20 OF A SUBDIVISION OF LOTS 13 AND 14 OF HANSON GRANT S/D, PERFORMED BY CHRISTIAN FENEX AND ASSOCIATES, LLC, SKETCH NUMBER 218079_LOT20-MC_2-11-2021.DWG, DATED 2/20/21 AND HANSON GRANT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 89, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

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   B. WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

3. BEARING BASIS IS NORTH 46°10'12" WEST ALONG THE CENTERLINE OF SE KUBIN AVE, AS PER SAID BOUNDARY SURVEY AND ALL OTHERS ARE RELATIVE TO SAID BEARING.

4. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO DESCRIBE A PARCEL.

5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.

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SURVEYOR AND MAPPER
IN RESPONSIBLE CHARGE

THOMAS M. WALKER, JR., P.S.M.
MARTIN COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. P.S.M. 6875

DATE: JUN 18 2021

PS-1 ZONING DISTRICT PARCEL LOT 20 SUBDIVISION OF LOTS 13 AND 14 OF HANSON GRANT MARTIN COUNTY, FLORIDA	SUPERVISED BY : MNM DRAWN BY : JMM | SCALE : N/A DATE : 6/10/2021 DRAWING # 21-023B

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 21-023B.DWG	M.C. PROJ. NO. 21-023	SHEET NO. 2 OF 3

EXHIBIT B

DESCRIPTION

A PARCEL OF LAND BEING THE SOUTHERLY 125 FEET OF THE EASTERLY 125 FEET OF THE FOLLOWING DESCRIBED PARCEL:

LOT 20, SUBDIVISION OF LOTS 13 AND 14 HANSON GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE(S) 89, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

LESS AND EXCEPT THE EAST 10 FEET OF THE ABOVE DESCRIBED PROPERTY.

SAID PARCEL CONTAINS 16,858 SQUARE FEET, (0.39 ACRES) MORE OR LESS.

NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1 AND 3.

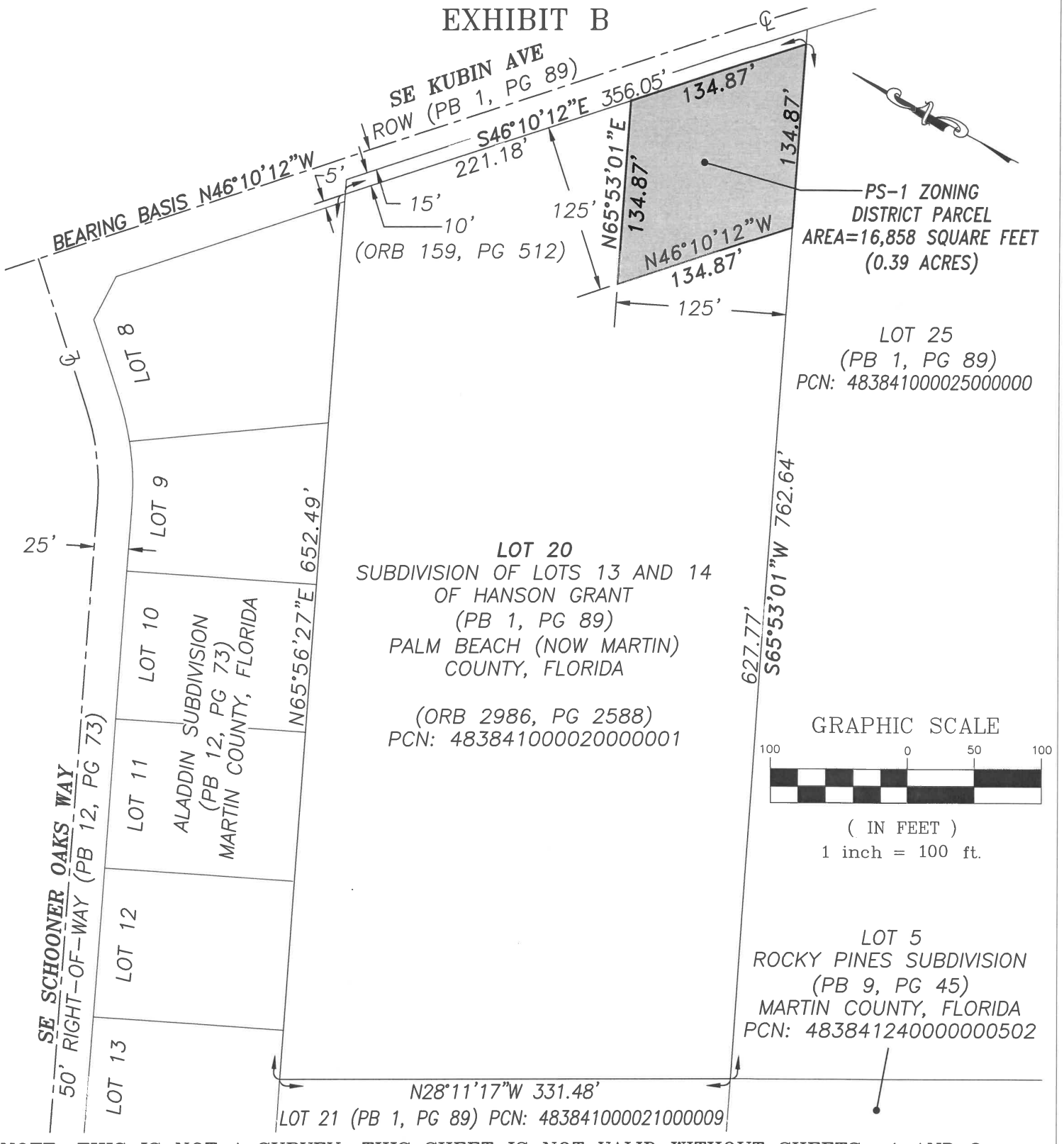
PS-1 ZONING DISTRICT PARCEL *LOT 20 SUBDIVISION OF LOTS 13 AND 14 OF HANSON GRANT* *MARTIN COUNTY, FLORIDA*	SUPERVISED BY : *MNM* DRAWN BY : *JMM* SCALE : *N/A* DATE : *6/10/2021* DRAWING # *21-023B*

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 21-023B.DWG | M.C. PROJ. NO. 21-023 | SHEET NO. 3 OF 3

EXHIBIT B



NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1 AND 2.

PS-1 ZONING DISTRICT PARCEL

LOT 20 SUBDIVISION OF LOTS 13 AND 14 OF HANSON GRANT

MARTIN COUNTY, FLORIDA

SUPERVISED BY : MNM	
DRAWN BY : JMM	SCALE : 1"=100'
DATE : 6/10/2021	
DRAWING # 21-023B	

Agenda Item Summary

File ID: 21-0727 DEPT-1 **Meeting Date:** 7/13/2021

PLACEMENT: Departmental

TITLE:

OFFICE OF MANAGEMENT AND BUDGET ITEMS WHICH REQUIRE BOARD APPROVAL

EXECUTIVE SUMMARY:

This is a placeholder on all Board meeting agendas to streamline the process for grant applications, awards, budget resolutions, budget transfers from reserves, and CIP amendments. Specific items requiring approval, if any, will be provided by Supplemental Memorandum.

DEPARTMENT: Administration

PREPARED BY: **Name:** Office of Management and Budget
Title:

REQUESTED BY: Various

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

This item serves as a placeholder for grant related items which require Board approval.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

Items requiring approval provided via Supplemental Memorandum.

RECOMMENDED ACTION:

RECOMMENDATION

Provided via Supplemental Memorandum.

ALTERNATIVE RECOMMENDATIONS

Provided via Supplemental Memorandum.

FISCAL IMPACT:

RECOMMENDATION

Provided via Supplemental Memorandum.

Funding Source	County Funds	Non-County Funds
Subtotal		
Project Total		

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☐ Other:

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BCC MEETING DATE: July 13, 2021
AGENDA ITEM: DEPT-1

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners **DATE:** July 6, 2021

VIA: Taryn Kryzda
County Administrator

FROM: Jennifer Manning
Director of the Office of Management & Budget

REF: 21-0727
SUBJECT: OFFICE OF MANAGEMENT AND BUDGET ITEMS WHICH REQUIRE BOARD APPROVAL

PERMISSION TO APPLY

1. **PERMISSION TO APPLY FOR THE CHILDREN'S SERVICES COUNCIL GRANT PROGRAM – AS/OS (AFTER SCHOOL/OUT OF SCHOOL) PROGRAM GRANT**
   - **Requestor –** Parks and Recreation Department
   - **Granting Agency –** Children's Services Council of Martin County, Inc.
   - **Project Description –** These programs are essential to the growth and development of Martin County youth. These County-run programs have been funded by Children's Services Council since 1994. The funding will pay for the staff, maintenance, supplies and programming at G.A.A.P. (Golden Gate Alternative Afterschool Program) at Lamar Howard Park in Golden Gate (Stuart), the J.A.S.E. (Jensen Afterschool Experience) program at Langford Park in Jensen Beach, the R.E.A.C.H. (Residents Empowering All Children's Hope) program at New Monrovia Park in Port Salerno, and the countywide Xtreme Teen Program. These programs will include homework help and educational components, physical fitness, outdoor recreation, cultural exposure to arts, dance and music, as well as providing safe afterschool and summer care to those that are not able to afford it in any other capacity. The funding also pays for the teen program, providing quality activities and events for teens in the community in a safe setting. The program funding runs from Oct 1st, 2021 – Sep 30th, 2022
   - **Requested Grant award –** Up to $325,230
   - **Budgetary Impact –** Grant match currently budgeted in the FY21 Parks and Recreation budget is $553,256.40.
   - **Annual operating costs –** Staff time to administer the grant.

   ALTERNATIVE ACTION:
   - **Programmatic Implication if not approved –** If not approved, the after-school programs: GAAP, JASE, REACH, as well as the county-wide Xtreme Teen program will no longer be able to be offered to the community due to lack of funding.
   - **Financial Fiscal impact if not approved –** The staff and programs are financially dependent upon these funds. If not approved, the programs will be unable to operate under the current structure.

DOCUMENTS REQUIRING ACTION:

- None at this time

RECOMMENDATION:

- Move that the Board authorize the Parks and Recreation Department to apply for the FY21-22 Children's Services Council grant for the AS/OS AFTER SCHOOL/OUT OF SCHOOL) Program.

2. **PERMISSION TO APPLY FOR THE FY 2022-2023 LOCAL GOVERNMENT FUNDING REQUEST (LGFR) FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR INLET MANAGEMENT**

- **Requestor –** Coastal Management Division
- **Granting Agency –** Florida Department of Environmental Protection (FDEP).
- **Project Description –** The FDEP administers the Local Government Funding Request for Inlet Management. Staff is requesting authorization to apply for funding for St. Lucie Inlet Management Plan Implementation Project. Note that projects remain eligible for reimbursement for 3 years after project construction. If these funds are awarded, they will be replenishing the account that supplied the original funds. This request includes construction funds for south bypass and all permit-required monitoring for all bypass projects.
- **Requested Grant Award –** Up to $800,000 (DEP 50% portion of construction and monitoring).
- **Budgetary Impact –** Up to $800,000 (remaining county match 50%) programmed in the Coastal CIP.
- **Annual Operating Cost –** Staff time for grant administration.

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved –** Effective implementation of the Inlet Management Plan would be put in jeopardy based on a lack of adequate funding for upcoming projects.
- **Financial Fiscal impact if not approved –** Funding for the implementation of the Inlet Management Plan would be the County's sole responsibility.

DOCUMENTS REQUIRING ACTION:

- Board Resolution.

RECOMMENDATION:

- Move that the Board authorize staff to submit the LGFR grant application to FDEP for the Inlet Management grant, and;
- Move that the Board adopt the Board Resolution in support of this project.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

3. **PERMISSION TO APPLY FOR THE FY 2022-2023 LOCAL GOVERNMENT FUNDING REQUEST (LGFR) FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR BEACH MANAGEMENT**

- **Requestor –** Coastal Management Division
- **Granting Agency –** Florida Department of Environmental Protection (FDEP)

- **Project Description –** The FDEP administers the Local Government Funding Request for Beach Management. Staff is requesting authorization to apply for permit-required monitoring funds for the Martin County Hutchinson Island Shore Protection Project/4-Mile Beach Project.
- **Requested Grant Award –** $206,865 (DEP share of 45.97%)
- **Budgetary Impact –** estimated $243,135 (County grant match of 54.03%) programmed in the Coastal CIP
- **Annual Operating Cost –** Staff time for grant administration.

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved –** County would be responsible for all expenses related to this project.
- **Financial Fiscal impact if not approved –** Funding for this work would be the County's sole responsibility.

DOCUMENTS REQUIRING ACTION:

- Board Resolution

RECOMMENDATION:

- Move that the Board authorize staff to submit the LGFR grant application to FDEP for the Beach Management Program grant, and;
- Move that the Board adopt the Board Resolution in support of this project.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

4. PERMISSION TO APPLY FOR THE FY2021-2022 DIVISION OF LIBRARY AND INFORMATION SERVICES FLORIDA AMERICAN RESCUE PLAN ACT FUND

- **Requestor –** Library Department
- **Granting Agency –** Florida Department of State, Division of Library and Information Services
- **Project Description –** This program provides access to free library materials and take-home activities to Qualified Census Tracts for the support of digital literacy, early learning, homework support, and workforce development.
- **Requested Grant Award –** Up to $200,000
- **Budgetary Impact –** A grant match is not required.
- **Annual Operating Cost –** Staff time for grant administration.

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved –** Pivot to outreach
- **Financial Fiscal impact if not approved –** None

DOCUMENTS REQUIRING ACTION:

- None at this time.

RECOMMENDATION:

- Move that the Board authorize the Library Department to apply for the FY21-22 Division of Library and Information Services Florida American Rescue Plan Act Fund.

PERMISSION TO ACCEPT

5. PERMISSION TO ACCEPT THE FY2021-22 INDIAN RIVER LAGOON (IRL) COUNCIL AND IRL NATIONAL ESTUARIES PROGRAM (NEP) WATER QUALITY RESTORATION GRANT

- **Agreement/Contract drafted by –** Indian River Lagoon (IRL) Council and IRL National Estuaries Program.
- **Parties of the Agreement/Contract –** IRL/NEP and Martin County Board of County Commissioners.
- **Purpose of the Agreement/Contract –** On December 8, 2020 the Utilities and Solid Waste Department was authorized to apply for the IRL/NEP Water Quality Restoration Grant to fund fiscal year 2022 small community grinder sewer system connection projects.
- **New/Renewal/Modified –** This is a new contract.
- **Duration –** IRL/NEP grant funding and commencement authorization October 1, 2021 through September 30, 2022.
- **Benefits to Martin County –** Grant funding in the amount of $150,000 would provide an additional discount of $1,000 to 150 customers to further incentivize early connection to the grinder sewer system providing significant reduction of the nitrogen and phosphorous concentrations to the IRL.
- **Costs to Martin County –** The County has identified in-kind services including, but not limited to, staff time to administer the grant that are being recognized by the IRL/NEP as a contribution toward the project.

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved –** None
- **Financial Fiscal impact if not approved –** The match of $150,000 will not be required. No additional discount of $1,000 to 150 customers to further incentivize early connection will be attained and no staff time will be required to administer this grant.

DOCUMENTS REQUIRING ACTION:

- Grant Contract
- Budget Resolution

RECOMMENDATION:

- Move that the Board authorize the Chair and/or designee to execute the IRL/NEP Water Quality Restoration grant agreement as well as any non-monetary grant related documents upon review and concurrence of the County Attorney's Office; and
- Move that the Board adopt the Budget Resolution.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

6. PERMISSION TO ACCEPT THE EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE TRUST FUND (EMPA) GRANT

- **Agreement/Contract drafted by –** State of Florida Division of Emergency Management.
- **Parties to the Agreement/Contract –** State of Florida Division of Emergency Management and Martin County Board of County Commissioners.

- **Purpose of the Agreement/Contract –** Funding for salary, training, and planning to enhance Emergency Management programs totaling $105,806.
- **New/Renewal/Modified –** This is a new contract that is awarded annually.
- **Duration –** July 1, 2021 through June 30, 2022.
- **Benefits to Martin County –** Grant award of $105,806 to enable the County to enhance planning projects, provide for technology, equipment and supplies needs, and programs to meet mandates. Most importantly, this grant provides for program needs to ensure the safety and protection of residents.
- **Cost to Martin County –** Staff time to administer the grant.

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved –** The majority of the Emergency Management Division budget is grant funded which supports the technical operation of the Emergency Operations Center as well as training and community outreach programs. The General Fund match would not be enough to support these programs on its own.
- **Financial Fiscal Impact if not approved –** Funds would not be available for this program.

DOCUMENTS REQUIRING ACTION:

- Grant Contract (4 copies)
- Budget resolution

RECOMMENDATION:

- Move that the Board authorize the Chair or designee to execute the EMPA agreement as well as any non-monetary grant related documents upon review and concurrence of the County Attorney's Office; and
- Move that the Board authorize the Fire Rescue Chief, or designee, to submit and execute any additional changes, documents, or budget actions, as well as any amendments to the grant contract; and
- Move that the Board adopt the Budget Resolution.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

7. PERMISSION TO ACCEPT THE EMERGENCY MANAGEMENT PERFORMANCE (EMPG) GRANT

- **Agreement/Contract drafted by –** State of Florida Division of Emergency Management.
- **Parties to the Agreement/Contract –** State of Florida Division of Emergency Management and the Martin County Board of County Commissioners.
- **Purpose of the Agreement/Contract –** Funding for training and planning to enhance Emergency Management programs.
- **New/Renewal/Modified –** This is a new contract that is awarded annually.
- **Duration –** July 1, 2021 through June 30, 2022
- **Benefits to Martin County –** Grant award of $79,775 to enable the County to enhance planning projects, provide for technology, equipment and supplies, and programs to meet mandates. Most importantly, this grant provides for program needs to ensure the safety and protection of citizens.
- **Cost to Martin County –** Staff time to administer the grant.

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved –** The majority of the Emergency Management Division budget is grant funded which supports the technical operation of the Emergency Operations Center as well as training and community outreach programs. The General Fund match would not be enough to support these programs on its own.
- **Financial Fiscal Impact if not approved –** Funds would not be available for this program.

DOCUMENTS REQUIRING ACTION:

- Grant Contract (4 copies)
- Budget resolution

RECOMMENDATION:

- Move that the Board authorize the Chair or designee to execute the EMPG agreement as well as any non-monetary grant related documents upon review and concurrence of the County Attorney's Office; and
- Move that the Board authorize the Fire Rescue Chief, or designee, to submit and execute any additional changes, documents, or budget actions, as well as any amendments to the grant contract; and
- Move that the Board adopt the Budget Resolution.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

8. PERMISSION TO ACCEPT THE EMERGENCY MANAGEMENT PERFORMANCE (EMPG) GRANT AMERICAN RESCUE PLAN ACT (ARPA) SUPPLEMENTAL

- **Agreement/Contract drafted by –** State of Florida Division of Emergency Management.
- **Parties to the Agreement/Contract –** State of Florida Division of Emergency Management and the Martin County Board of County Commissioners.
- **Purpose of the Agreement/Contract –** Funding for training and planning to enhance Emergency Management programs.
- **New/Renewal/Modified –** This is a new contract that is supplemental to the EMPG that is awarded annually.
- **Duration –** July 1, 2021 through June 30, 2022
- **Benefits to Martin County –** Grant award of $13,926 to enable the County to enhance planning projects, provide for technology, equipment and supplies, and programs to meet mandates. Most importantly, this grant provides for program needs to ensure the safety and protection of citizens.
- **Cost to Martin County –** Staff time to administer the grant.

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved –** The majority of the Emergency Management Division budget is grant funded which supports the technical operation of the Emergency Operations Center as well as training and community outreach programs. The General Fund match would not be enough to support these programs on its own.

- **Financial Fiscal Impact if not approved –** Funds would not be available for this program.

DOCUMENTS REQUIRING ACTION:

- Grant Contract (4 copies)
- Budget resolution

RECOMMENDATION:

- Move that the Board authorize the Chair or designee to execute the EMPG supplemental agreement as well as any non-monetary grant related documents upon review and concurrence of the County Attorney's Office;
- Move that the Board authorize the Fire Rescue Chief, or designee, to submit and execute any additional changes, documents, or budget actions, as well as any amendments to the grant contract; and
- Move that the Board adopt the Budget Resolution.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

9. PERMISSION TO ACCEPT THE STATE OF FLORIDA'S, DEPARTMENT OF HEALTH - BUREAU OF TOBACCO FREE FLORIDA GRANT

- **Agreement/Contract drafted by –** State of Florida, Department of Health
- **Parties to the Agreement/Contract –** State of Florida, Department of Health and Martin County Board of County Commissioners
- **Purpose of the Agreement/Contract –** Grant award of $841,965 to provide tobacco cessation and prevention education and policy advocacy.
- **New/Renewal/Modified –** This award is new.
- **Duration –** July 1, 2021 – June 30, 2026
- **Benefits to Martin County –** Enables Martin County to provide tobacco cessation and prevention education to residents, with a focus on youth education. In addition, funds will allow Martin County to work with community groups and agencies to advocate for tobacco policy changes and implementation.
- **Cost to Martin County –** Staff time to administer grant.

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved –** The Martin County community will not have resources for tobacco cessation and education efforts that have been present in the community for several years.
- **Financial Fiscal impact if not approved –** None

DOCUMENTS REQUIRING ACTION:

- State of Florida Department of Health Contract
- Budget Resolution

RECOMMENDATION:

- Move that the Board authorize the Chair to execute the State of Florida Department of Health Contract as well as any non-monetary grant related documents upon review and concurrence of the County Attorney's Office; and
- Move that the Board adopt the Budget Resolution.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

OTHER OMB ITEMS

10. BUDGET RESOLUTION TO ACCEPT ADDITIONAL FUNDING FOR THE COMMUNITY SERVICES BLOCK GRANT (CSBG)

At the May 19, 2020 BOCC meeting, the Board approved the acceptance of FY20 Community Services Block Grant (CSBG) renewal funds as a sub-recipient from St. Lucie county. The Department of Economic Opportunity (DEO) has issued St. Lucie County additional funding for this award period, with Martin County slated to receive $8,219 in additional funding for the current award cycle. This will be added to the initial $81,238 that was received and approved in May 2020, giving Martin County a new total award of $89,457 for the current funding cycle. Funds will be used to provide direct services, allowing staff to assist clients with social service needs such as rent assistance, utility assistance, and homelessness prevention.

DOCUMENTS REQUIRING ACTION:

- Budget Resolution

RECOMMENDATION:

- Move that the Board adopt the Budget Resolution.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

11. COUNTY ATTORNEY'S OFFICE REQUEST FOR ADDITIONAL FUNDS FROM GENERAL FUND RESTRICTED RESERVES FOR A REAL PROPERTY EVALUATION OF CERTAIN SECTIONS OF THE PAL-MAR AREA BY THE LAW FIRM WEISS, SEROTA, HELFMAN, COLE, AND BIERMAN, P.L. (WEISS SEROTA).

- **Estimated Attorney's Fees –** $50,000. These cost estimates include legal fees and other associated costs.
- **Background –** Several property owners in the Pal-Mar region claim potentially conflicting property rights with that of Martin County and other state agencies and agencies of the state. In order to resolve these potential conflicts, a thorough evaluation of certain sections of the real property interests is necessary. Since the Board approved the first budget transfer on June 22, 2021 for this matter, a title company has provided a cost estimate for title work to be $50,000. The first budget was limited to $50,000 and thus leaves no funds available for necessary legal work and other costs. This request is intended to cover legal work and other costs.

DOCUMENTS REQUIRING ACTION:

- Budget Transfer from General Fund Reserves for Contingencies.

RECOMMENDATION:

- Move that the Board approve Budget Transfer in the amount of $50,000 from General Fund Restricted Reserves for Contingencies.

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Office of Management and Budget - Supplemental Memo Attachments

Item #1 – PERMISSION TO APPLY FOR THE CHILDREN'S SERVICES COUNCIL GRANT PROGRAM – AS/OS (AFTER SCHOOL/OUT OF SCHOOL) PROGRAM GRANT

DOCUMENTS REQUIRING ACTION:

- None at this time.

Office of Management and Budget - Supplemental Memo Attachments

Item #2 – PERMISSION TO APPLY FOR THE FY 2022-2023 LOCAL GOVERNMENT FUNDING REQUEST (LGFR) FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR INLET MANAGEMENT

DOCUMENTS REQUIRING ACTION:

- Board Resolution.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY FLORIDA

RESOLUTION NO _____

A RESOLUTION APPROVING AN APPLICATION FOR FUNDS UNDER CHAPTER 161, FLORIDA STATUTES

WHEREAS, the Board of County Commissioners, Martin County, Florida, and the Florida Department of Environmental Protection, Division of Environmental Resource Permitting has adopted the St. Lucie Inlet Management Plan and desires to implement the recommendations contained therein; and,

WHEREAS, the implementation of the St. Lucie Inlet Management Plan will provide increased levels of public safety, water quality within the Indian River Lagoon and St. Lucie Estuary, turtle nesting habitat, coastal structure and upland shore protection, hurricane protection, recreational beach use and maintain required navigable waterways; and,

WHEREAS, the Florida Department of Environmental Protection/Martin County St. Lucie Inlet Management Plan does anticipate implementation of the Federal Project contained in the General Design Memorandum all of which are elements of the Management Plan; and,

WHEREAS, under the provisions of Section 161.101, Florida Statutes, the Florida Department of Environmental Protection, Bureau of Beaches and Coastal Systems , is accepting Grant Applications in an amount not exceeding 75% of the total local costs of such project; and,

WHEREAS, the Board of County Commissioners, Martin County, Florida fully supports the proposed project, is willing to serve as the local sponsor, is committed to providing the local cost share and plans to approve the project funding as part of the County's Capital Improvement Program.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, Martin County, Florida; that

1.) The Florida Department of Environmental Protection, Bureau of Beaches and Coastal Systems, is requested to approve and support the maximum State funding allowed for the St. Lucie Inlet Management Plan application for Fiscal Year 2022/2023; and,

2.) Martin County will provide the local share in accordance with the State Legislature's appropriation.

DULY PASSED AND ADOPTED THIS 13 DAY OF JULY, 2021

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

Office of Management and Budget - Supplemental Memo Attachments

Item #3 – PERMISSION TO APPLY FOR THE FY 2022-2023 LOCAL GOVERNMENT FUNDING REQUEST (LGFR) FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR BEACH MANAGEMENT

DOCUMENTS REQUIRING ACTION:

- Board Resolution.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY FLORIDA

RESOLUTION NO:_____

A RESOLUTION APPROVING AN APPLICATION FOR FUNDS UNDER CHAPTER 161, FLORIDA STATUTES

WHEREAS, the Board of County Commissioners, Martin County, Florida, agrees to act as the project manager for the Martin County Hutchinson Island Shore Protection Project; and,

WHEREAS, the Board of County Commissioners fully supports this project; and,

WHEREAS, the beach erosion control and shore preservation program will provide increased levels of public safety, turtle nesting habitat, coastal structure and upland shore protection, hurricane protection, and recreational beach use; and,

WHEREAS, The Florida Department of Environmental Protection construction permits for the Hutchinson Island Beach Renourishment Project requires extensive environmental, and construction performance monitoring; and,

WHEREAS, under the provisions of Section 161.101, Florida Statutes, the Florida Department of Environmental Protection, Bureau of Beaches and Coastal Systems , is accepting grant applications in an amount not exceeding 45.97% of the total construction costs of such projects and,

WHEREAS, the Martin County Board of County Commissioners fully supports the proposed project, is willing to serve as the local sponsor, is committed to providing the local cost share and plans to approve the project funding as part of the County's Capital Improvement Program.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, Martin County, Florida, that

1.) The Florida Department of Environmental Protection, Bureau of Beaches and Coastal Systems, is requested to approve and support the maximum State funding allowed for the Hutchinson Island Beach Renourishment Project application for Fiscal Year 2022/2023; and,

2.) Martin County will provide the local share in accordance with the State Legislature's appropriation.

DULY PASSED AND ADOPTED THIS 13 DAY OF JULY, 2021

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

Office of Management and Budget - Supplemental Memo Attachments

Item #4 – PERMISSION TO APPLY FOR THE FY2021-2022 DIVISION OF LIBRARY AND INFORMATION SERVICES FLORIDA AMERICAN RESCUE PLAN ACT FUND

DOCUMENTS REQUIRING ACTION:

- None at this time.

Office of Management and Budget - Supplemental Memo Attachments

Item #5 – PERMISSION TO ACCEPT THE FY2021-22 INDIAN RIVER LAGOON (IRL) COUNCIL AND IRL NATIONAL ESTUARIES PROGRAM (NEP) WATER QUALITY RESTORATION GRANT

DOCUMENTS REQUIRING ACTION:

- Grant Contract
- Budget Resolution

AGENCY COST-SHARE AGREEMENT BY AND BETWEEN THE IRL COUNCIL AND MARTIN COUNTY FOR THE CONNECT TO PROTECT SEPTIC TO SEWER NUTRIENT REMOVAL PROJECT YEAR 2

THIS AGREEMENT ("Agreement") is entered into between the IRL COUNCIL ("Council"), whose address is1235 Main Street, Sebastian, Florida 32958, and MARTIN COUNTY, whose address is 2401 South East Monterey Road, Stuart, Florida 34996 ("Recipient"). All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

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

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

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

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

Project description: The objective of this project is to convert an additional 150 homes from septic to sewer service. It is expected to prevent 4,055lbs of TN from entering the Indian River Lagoon.

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

1. TERM; WITHDRAWAL OF OFFER

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

(b) This Agreement constitutes an offer until authorized, signed and returned to the Council by Recipient. This offer terminates forty-five (45) days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the Council's Project Manager, stating the reason(s) therefor. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.

2. DELIVERABLES. Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The Council's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the Council will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the Council arising from or by reason of this Agreement.

3. OWNERSHIP OF DELIVERABLES. Unless otherwise provided herein, the Council does not assert an ownership interest in any of the deliverables under this Agreement.

4. AMOUNT OF FUNDING

(a) **Compensation.** For satisfactory completion of the Project, the Council shall pay Recipient approximately nine percent (9%) of the total cost of the Project, but in no event shall the Council cost-share exceed $150,000. The Council cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the Council's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.

(b) **In-Kind Services.** Recipient agrees to provide $510,000 in the form of cash and/or in-kind services for the Project, as further described in the Statement of Work, which shall count toward Recipient's total cost-share obligation of $1,560,000.

5. PAYMENT OF INVOICES

(a) **Submission of Invoices**. Recipient shall submit one invoice upon successful completion of the Project by one of the following two methods: (1) by mail to the IRL Council, 1235 Main Street, Sebastian, Florida 32958, or (2) by e-mail to kolodny@irlcouncil.org. The invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. It shall include a copy of contractor and supplier invoices to Recipient and proof of payment. For all approved expenses incurred on or after October 1, 2021, Recipient shall be reimbursed for approximately nine percent (9%) of approved costs or the not-to-exceed sum of $150,000, whichever is less. The Council shall not withhold any retainage from this reimbursement. If necessary, for audit purposes, Recipient shall provide additional supporting information as required to document invoices.

(b) **End of Council Fiscal Year Reporting.** The Council's fiscal year ends on September

30. Irrespective of the invoicing frequency, the Council is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.

(c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the Council's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of 10 percent of the invoice. This penalty may be waived by the Council, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.**

(d) **Invoice Requirements.** All invoices shall include the following information: (1) Council contract number; (2) Council encumbrance number; (3) Recipient's name and address (include remit address, if necessary); (4) Recipient's invoice number and date of invoice; (5) Council Project Manager; (6) Recipient's Project Manager; (7) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (8) Progress Report (if required). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.

(e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost that is borne by Recipient.

(f) **Payments withheld.** The Council may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the Council from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

(g) **Annual budgetary limitation.** For multi-fiscal year agreements, the Council must budget the amount of funds that will be expended during each fiscal year as accurately as

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

6. LIABILITY AND INSURANCE. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers and employees. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity of the State of Florida beyond the waiver provided for in Section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations, which may include participation in a self-insurance program.

7. FUNDING CONTINGENCY. This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) revenues appropriated by the Council's Board of Directors; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the Council's Board of Directors for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the Council shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the Council may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. PROJECT MANAGEMENT

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

COUNCIL	RECIPIENT
Daniel Kolodny, Project Manager	Sam Amerson, Director, Utilities & Solid Waste
IRL Council	Martin County
1235 Main Street	3473 SE Willoughby Boulevard, Suite 102
Sebastian, FL 32958	Stuart, FL 34994
(772) 216-7148	(772) 260-9613
E-mail: kolodny@irlcouncil.org	E-mail: samerson@martin.fl.us

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

9. PROGRESS REPORTS AND PERFORMANCE MONITORING

(a) **Progress Reports.** Recipient shall provide to the Council Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by Council's Project Manager and Recipient, and may include emails, memos, and letters.

(b) **Performance Monitoring.** For as long as the Project is operational, the Council shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the Council any data that is requested pertaining to performance of the Project.

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

ADDITIONAL PROVISIONS (Alphabetical)

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

12. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS

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

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

(b) **Repayment of Funds.** Council funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the Council finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the Council for the same purpose; and/or (4) Recipient has received more than one hundred percent (100%) contributions through cumulative public agency cost-share funding.

(c) **Florida Inspectors General.** It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

13. **CIVIL RIGHTS.** Pursuant to Chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

14. **COMMUNICATION AND ACKNOWLEDGEMENT OF FUNDING**: As a granting agency, the Council achieves its mission through partnerships with state agencies, local governments, community organizations, and others. The Council requires Recipient to acknowledge the Council when describing this project or program funded in whole or in part with Council funds in any of the following products: (1) press releases, speaking engagements, and other public statements; (2) publications and other documents; (3) websites; (4) visual presentations; (5) resource guides/toolkits; (6) bid solicitations and/or; (7) social media.

15. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the Council's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the Council's General Counsel, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the Council and shall then be subject to judicial review upon completion of the Project.

16. **DIVERSITY REPORTING.** The Council is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The Council will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.

17. **ENTIRETY OF CONTRACTUAL AGREEMENT; AMENDMENT**. The Council and the Recipient agree that this Agreement (including all exhibits, attachments, etc.) sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated in these documents. None of the provisions, terms and conditions contained in this Agreement may be added to, modified or otherwise altered, except by written instrument

executed by the parties hereto.

18. **E-VERIFY.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Recipient shall:

(a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

(b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement;

(d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

(e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

(f) Be aware that if the Council terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Recipient may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Recipient as a result of the termination of the Agreement.

18. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL; REMEDY.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Indian River County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and **WAIVE THE RIGHT TO JURY TRIAL**; (4) no remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

19. **INDEPENDENT ENTITIES.** The parties to this Agreement, their employees and agents, are independent entities and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities during and after the term of this Agreement. Recipient is not a contractor of the Council. The Council is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health insurance, and tax laws pertaining to Recipient, its officers, agents, and employees.

20. **INTEREST OF RECIPIENT.** Recipient certifies that no officer, agent, or employee of the

Council has any material interest, as defined in Chapter 112, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

21. **NON-LOBBYING.** Pursuant to Section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the Council under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.

22. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.

23. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

24. **PUBLIC RECORDS.**

(a) Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the Council's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

(b) **IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNCIL'S CUSTODIAN OF PUBLIC RECORDS AT (772) 216-7148, KOLODNY@IRLCOUNCIL.ORG, 1235 MAIN STREET, SEBASTIAN, FLORIDA 32958.**

(c) Recipient shall keep and maintain public records required by the Council to perform the Project.

(d) Upon request from the Council's custodian of public records, Recipient shall provide the Council with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law.

(e) Recipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Council.

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

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

26. SEVERABILITY; SURVIVABILITY; WAIVER

(a) If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

(b) Any provision of the Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of the Agreement shall survive its expiration or earlier termination.

(c) Failure of either party to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

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

IRL COUNCIL

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

Date: _____

Approved as to form and legal sufficiency

_____
Glen J. Torcivia, IRL Council General Counsel

MARTIN COUNTY

ATTEST:

_____
Carolyn Timmann,
Clerk of the Circuit Court & Comptroller

Martin County Board of County Commissioners

_____
Doug Smith, Vice Chairman

Approved as to Form and Legal Sufficiency:

_____
Sarah Woods
County Attorney

ATTACHMENTS

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

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

ATTACHMENT A – STATEMENT OF WORK

I. PROJECT TITLE:

Martin County Connect to Protect Septic to Sewer Nutrient Removal Program

II. INTRODUCTION/BACKGROUND:

Martin County's Connect to Protect Program is a long-term septic to sewer conversion initiative that launched in the spring of 2015 and is being completed in phases. The goal is to connect homes and businesses currently on septic systems to the Martin County wastewater collection and treatment system. The reduction and elimination of septic systems aims to improve the health of local waterways, inclusive of the St. Lucie Estuary and the Indian River Lagoon (IRL). Projects have been prioritized based on their impact to impaired waters. Martin County Utilities (MCU) 2020 grinder station projects are submitted for grant application. Funding from the IRLNEP-Water Quality Grant Program is being requested to partially fund the initial 150 MCU grinder pump connections to be completed within the 12-month period as directed by the Program. These initial 150 connections represent approximately 12% of the 1264 grinder station connections planned for 2020.

III. PROJECT VALUE PROPOSITION STATEMENT:

The connection of the 150 residential septic tanks to the MCU central sewer system will result in improvement of water quality and ecosystem health through significant reduction in nutrients, BOD, and fecal coliform to the IRL. The abandonment of these 150 septic tanks will reduce the total nitrogen (TN) and total phosphorus (TP) loads to the IRL significantly. The TN reduction from these 150 septic tanks is estimated in the range of two to four thousand pounds per year of total nitrogen based on the grant application cited literature.

Long-term, the Martin County Connect to Protect Program will result in some of the most significant local nutrient load reductions to the IRL. This MCU 2020 grinder station project is the first request of a multi-phased, multi-year program that delivers very effective nutrient removal reaching the IRL at a very reasonable cost for TN removed. TN removal will improve water quality and benefit the IRL ecosystem. Several of the IRL Vital Signs will improve as a result of the TN removal.

IV. LOCATION OF PROJECT:

Figure 1 is a 5-year septic conversion work plan map that shows where the grinder pump connections are located within Martin County.

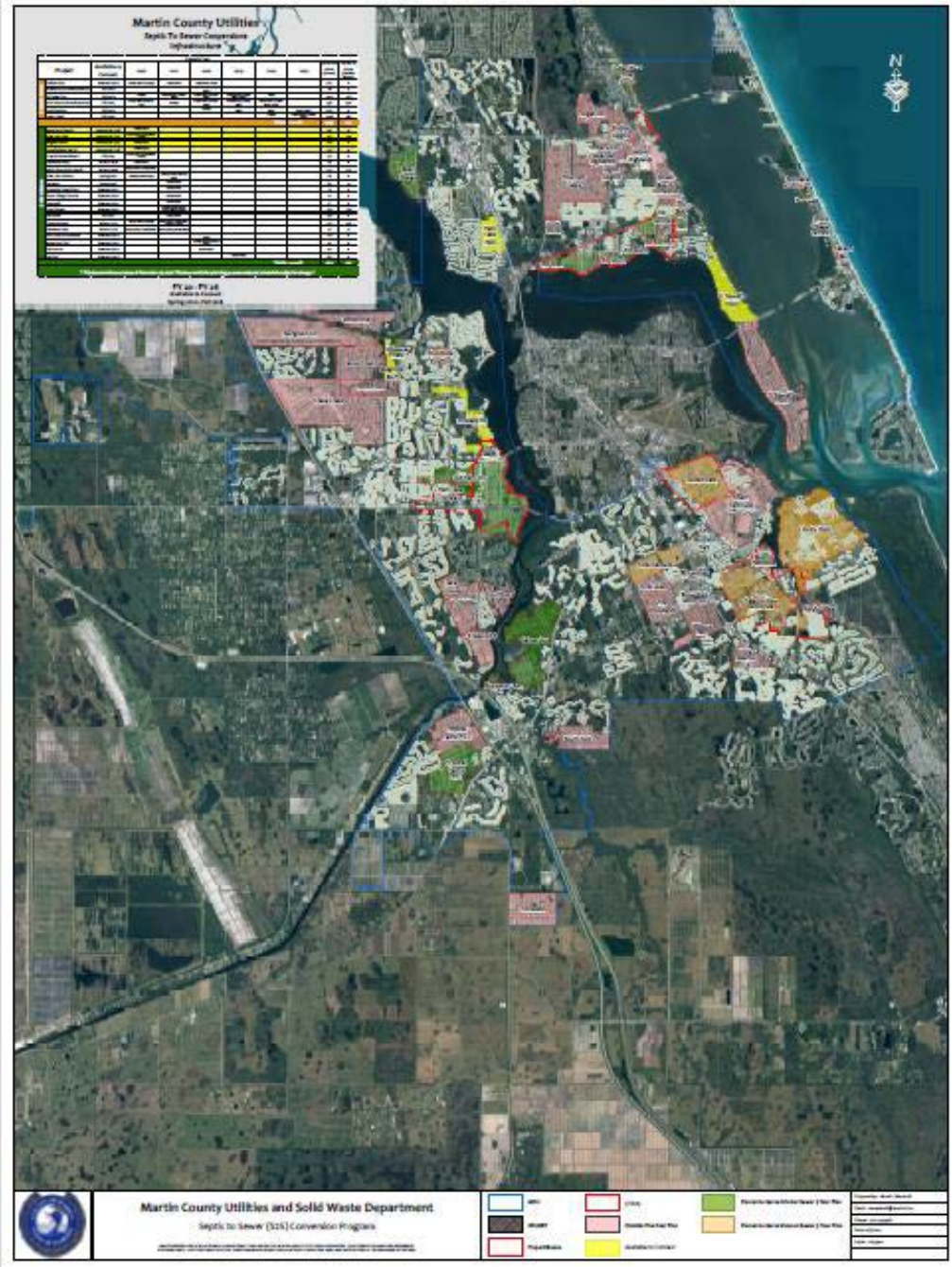


Figure 1. Map of Project Service Areas

V. SCOPE OF WORK (Outputs/Deliverables):

MCU's 2020 grinder station projects are shovel-ready and will assist residents with grant funding for connection costs. Therefore, the deliverables will be the construction of 150 grinder pump station systems that will be connected to the MCU central sewer systems. Pump station construction is trackable and will be evidenced by homeowner address connection forms with receipts, design plans, and dated photos of the before and after grinder pump station connections. This scope of work will also abandon 150 septic tanks and alleviate that source of nutrient pollutants to the IRL. The timeline for the 150 connections will be in 2020 on a first come first serve basis.

VI. PROJECT TASK IDENTIFICATION:

Task 1. Prepare and submit the IRL Council's Summary Sheet
Task 2. Convert septic tanks to connect 150 grinder pump stations on a first come, first serve basis.
Task 3. Martin County will prepare and submit a quarterly progress reports that summarize the running total number of septic to sewer connections. The progress reports will include homeowner addressed connection forms with receipts, design plans, and dated photos of the before and after grinder pump station connections.
Task 4. Martin County will prepare an annual summary report upon completion of Tasks 1-3 above that includes the IRL Council's Final Report Executive Summary Cover Page.

VII. TIME FRAMES and DELIVERABLES*:*

This Martin County Connect to Protect Program is a shovel-ready project type program so the connection to central sewer by residents will be on a first come, first serve basis. Martin County has developed the available property connections in the table below. All our eligible if connections are made on or after October 1, 2021. The date of these sewer connections will vary based on homeowner signups. Martin County will have the 150 connections completed prior to the end of FY 2022 and will provide the deliverable documentation to the IRL Council for review.

Project Name	# Homes to connect
Tropical Farms	272
Palm Lake Estates	39
Savannah Highlands	74
Bluewater Way	26
Indian River Dr	114
Rio West	281
Hideaway Isles	72
Gaines Ave	157
Rio South	134
Beau Rivage	270
Rio Central	241
Spinnaker Point Place	12
Shore Village Terrace	10
Rosewalk	8
South Mapp	37
Northeast Mapp	53
Port Salerno Peninsula	115
Dixie Park	100
Rio East	182
Total	**2197**

Task 1: Councils Initial Executive Summary Sheet
Due: October 31, 2021.
Task 2: Report of septic tank conversions to be recorded in quarterly and final reports.
Due: January 31, 2022; April 30, 2022; July 31, 2022; and September 30, 2022.
Task 3: Quarterly Reports that include Council's Quarterly Report Summary Cover Page.
Due: January 31, 2022; April 30, 2022; July 31, 2022.
Task 4: Final Report that includes Council's Final Report Cover Page

Due: September 30, 2022.

VIII. BUDGET: The Martin County budget for the project is shown in the table below. IRLNEP will provide $150,000 in grant funding and Martin County and the residents will provide $1,560,000 in cost share for a total project budget of $1,710,000.

Task line Item	Deliverable	IRLNEP Funding Amount	Cost Share Funding Amount	Cost Share Funding Source (In-kind or Cash)
1	Initial Project Executive Summary Sheet	$0	$0	
2	150 Grinder Pump Station Connections	$1,000*150 = $150,000	$3,400*150 = $510,000 $7,000*150= $1,050,000	Cash (MCU) Cash (Homeowners)
3	Quarterly Reports	$0	$0	
4	Final Report	$0	$0	
	Summary Cost	$150,000	$1,560,000	
	Project total cost	**$1,710,000**		

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

DATE:

TO:

FROM: , Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

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

1. CONTRACTOR'S SUPPLEMENTAL INSTRUCTIONS:

2. DESCRIPTION OF WORK TO BE CHANGED:

3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____
, Council Project Manager

Acknowledged: _____ Date: _____
, Council Contracts Administrator

cc: Contract/Purchasing file

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE INDIAN RIVER LAGOON GRANT FUND REVENUES AND APPROPRIATIONS

WHEREAS, The Indian River Lagoon Council awarded a grant in the amount of $150,000 to fund small communities for grinder sewer system connection projects, and

WHEREAS, Appropriations of unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), Fla. Stat., and

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT THESE RECEIPTS AND APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
REVENUES:						
139954	0000	38940	000	3616	$150,000.00	GRANTS AND DONATIONS - OTHER
TOTAL:					**$150,000.00**	
APPROPRIATIONS:						
139954	1333	06300	536	3616	$150,000.00	Improvements other than Buildings
TOTAL:					**$150,000.00**	

DULY PASSED AND ADOPTED THIS _____ DAY OF JULY, 2021

ATTEST:

Carolyn Timmann,
Clerk of the Circuit Court and Comptroller

Agenda Date Item Number

Batch Number Input Date

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Stacey Hetherington, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Sarah W. Woods, County Attorney

Office of Management and Budget - Supplemental Memo Attachments

Item #6 – PERMISSION TO ACCEPT THE EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE TRUST FUND (EMPA) GRANT

DOCUMENTS REQUIRING ACTION:

- Grant Contract (4 copies)
- Budget resolution

AGREEMENT NUMBER: **A0211**

STATE-FUNDED GRANT AGREEMENT

EMERGENCY PREPARDNESS AND ASSISTANCE GRANT

As defined by 27P-19.002(1), "Base Grant" means "those funds allocated in accordance with the formula in Rule 27P-19.005, F.A.C., as a minimum allocation to County Emergency Management Agencies."

As defined by 27P-19.002(3), "County Emergency Management Agency" means "one of the sixty-seven (67) emergency management agencies authorized, established and maintained by each county pursuant to Section 252.38,F.S."

As defined by 27P-19.002(4), "Division" means "the Division of Emergency Management, Executive Office of the Governor."

As defined by 27P-19.005(1) Base Grants Shall be awarded to a county for the use and benefit of the County Emergency Management Agency.

As defined by 27P-19.005(2) Funds shall be allocated to implement and administer county emergency management programs including management and administration, training, and operations. All allocations shall be subject to any pertinent Legislative appropriations.

Recipient's name:	**MARTIN COUNTY**
Recipient's unique entity identifier (DUNS):	071304562
Award Date:	**July 1, 2021**
Period of Performance Start and End Date:	**July 1, 2021 – June 30, 2022**
Amount of State Funds Obligated by this Agreement:	**$105,806.00**
Florida Accountability Contract Tracking System (see FACTS):	Section 215.97, Florida Statutes of Florida Single Audit: note if the resources awarded to the recipient represent more than one State Project, provide the same information shown below for each State Project and show total. State Financial Assistance Awarded that is subject to section 215.97, Florida Statutes.
Name of Awarding Agency:	Florida Division of Emergency Management
Contact information for the Awarding Agency:	**Chanda Jenkins** **(850) 815-4342**
Catalog of State Financial Assistance (CSFA) Name:	Emergency Management-Trust Fund
Catalog of State Financial Assistance (CSFA) Number:	31.063
Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this agreement are as follows:	Federal Program: (1.) 2 C.F.R. 200 Uniform Administrative Requirements for Federal Grants
Compliance Requirements Applicable to State Resources Awarded Pursuant to this agreement are as follows:	State Program: (1.) Rule 27-P, Florida Administrative Code (2.) Section 215.97, Section 215.971, Section 252.371-373, and Florida Statutes (3.) Reference Guide for State Expenditures
Matching Resources for Federal Programs:	Federal Program: N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **MARTIN COUNTY**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division AND Recipient agree to the following:

(1) SCOPE OF WORK

(a) The Recipient shall perform the work in accordance with the Scope of Work (Attachment A) and Proposed Budget Detail Worksheet (Attachment A (2)), of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

(a) As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

(b) In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations, including those identified in the Scope of Work (Attachment A). Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) PERIOD OF AGREEMENT

(a) This Agreement shall begin **July 1, 2021,** upon execution by both parties and shall end on **June 30, 2022**, unless terminated earlier in accordance with the provisions of Paragraph (12) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(4) FUNDING CONSIDERATION

(a) This is a cost-reimbursement Agreement, subject to the availability of funds.

(b) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

(c) The Division will reimburse the Recipient only for allowable costs incurred by the Recipient for the completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A). The maximum reimbursement amount for the entirety of this Agreement is **$105,806.00**.

(d) The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Scope of Work (Attachment A) and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment C) which clearly delineates:

i The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

(e) The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

(f) For the purposes of this Agreement, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any

payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(g) As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accord with section 112.061, Florida Statutes. The Recipient must submit submission of the claim on either their local travel voucher with supporting documentation and their local travel policy, or on the approved state travel voucher.

(5) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Recipients and subcontractors in completing the work described in the Scope of Work (Attachment A) and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

(c) The Form 5 - Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. “Acceptable to the Division" means that the work product was completed in accordance with the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A).

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in the Quarterly Reports (Attachment A (3)).

(6) MONITORING

(a) Recipient is responsible for and shall monitor its performance under this Agreement. Recipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

(b) In addition to reviews of audits conducted in accordance with Exhibit 1 – Audit Requirements, monitoring procedures may include, but not limited to, desk reviews and on-site visits by Division staff, limited scope audits, and other procedures.

(7) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes.

(8) AUDITS

(a) In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

(b) When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

(c) If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

(d) The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(e) The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(9) LIABILITY

(a) Unless Recipient is a state agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

(b) As required by section 768.28(19), Florida Statutes, any Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11) REMEDIES; however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days, provide written notice to the Recipient and upon the Recipient 's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (3) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

(e) Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or;

iv. Require the Recipient to reimburse the Division for costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient , it will not affect, extend or waive any other right or

remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient .

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

(d) In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) PROCUREMENT

(a) The Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

(b) As required by 2 C.F.R. §200.318(i), the Recipient shall “maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

(c) As required by 2 C.F.R. §200.318(b), the Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

(d) Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the seven (7) business day window outlined above. If the Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (12) above; and,

ii. Refuse to reimburse the Recipient for any costs associated with that solicitation.

(e) Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the seven (7) business day window outlined above. If the

Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,

ii. Refuse to reimburse the Recipient for any costs associated with that subcontract.

(f) The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(g) As required by 2 C.F.R. §200.318(c)(1), the Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

(h) As required by 2 C.F.R. §200.319, the Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

(i) Except in those cases where applicable Federal statutes expressly mandate or encourage otherwise, the Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

(j) The Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(b)(1) as well as section 287.057(1)(a), Florida Statutes.

(k) The Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(b)(2) as well as section 287.057(1)(b), Florida Statutes.

(l) FEMA has developed helpful resources for Sub-Recipients when procuring with federal grant funds because Sub-Recipients must comply with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. These resources are generally *available at* https://www.fema.gov/procurement-disaster-assistance-team. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. FEMA provides the following hands-on resources for Recipients of federal funding:

i. 2018 PDAT Procurement Compliance Checklist for Public Assistance Applicants *available at* https://www.fema.gov/media-library-data/1569959172327-92358d63e00d17639d5db4de015184c9/PDAT_ProcurementChecklist_11-21-2018.pdf

ii. 2019 PDAT Contract Provisions Template *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf

(14) ATTACHMENTS AND EXHIBITS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 – Audit Requirements

Exhibit 2 – Single Audits

Exhibit 3 – 27P-19 Administrative Code – EM Director or Part-Time Coordinator Certification

Attachment A – Scope of Work

Attachment A (1) – Allowable Costs and Eligible Activities – Budget Directions

Attachment A (2) – Proposed Program Budget Detail Worksheet

Attachment A (3) – Quarterly Reports

Attachment B – Justification of Advance Payment

Attachment C – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment D – Warranties and Representations

Attachment E – Statement of Assurances

Attachment F – Statewide Mutual Aid Agreement Instructions

Attachment F (1) – Statewide Mutual Aid Agreement List

Attachment G – Response Capabilities

Attachment H – Hurricane Retrofit Shelter

Attachment I – Recovery Capabilities

Attachment J – Reporting Forms

(15) NOTICE OF CONTACT

(a) All notices provided by Recipient under or pursuant to this Agreement shall be in writing to Division's Grant Manager and delivered by standard or electronic mail using the correct information provided in Subparagraph 15(b) below.

(b) The name and address of Division's Grant Manager for this Agreement is:

Contractual Point of Contact
Chanda Jenkins Florida Division of Emergency Management 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 (850) 815-4342 Chanda.Jenkins@em.myflorida.com

(c) The name and address of Division's Programmatic Reviewer for this Agreement is:

Programmatic Point of Contact
N. Karla Brown Florida Division of Emergency Management 2555 Shumard Oak Boulevard Tallahassee, FL 32399-2100 (850) 815-4342 Naytoyla.Brown@em.myflorida.com

(d) The name and address of Representative of the Recipient responsible for the administration of this Agreement is:

Name:	Sally Waite
Title:	Emergency Management Director
Address:	800 SE Monterey Road Stuart, FL 34994
Phone:	772-219-4942
Email:	swaite@martin.fl.us

(16) PAYMENTS

(a) Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included in this Agreement as Justification of Advance Payment as Attachment B. Justification of Advance Payment (Attachment B) will specify the amount of advance payment needed and provide an explanation

of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(b) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within forty-five (45) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Recipient's quarterly reporting as referenced in Paragraph (5) REPORTS of this Agreement.

(c) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under Paragraph (4) FUNDING CONSIDERATION of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(17) REPAYMENTS

(a) All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(b) In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(18) MANDATED CONDITIONS AND OTHER LAWS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with (thirty) 30 days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(e) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(f) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in Paragraph (18)(f)(ii) of this certification; and

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(g) If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

(h) In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment C) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(i) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

(j) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(k) The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(l) Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political division granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

(m) The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5),Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(19) FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

(a) Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

(b) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(20) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN

CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

(d) If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(21) LEGAL AUTHORIZATION.

(a) The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(22) STATEMENT AND ASSURANCES

(a) The Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

(23) RECORDS

(a) As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

(b) The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

(c) Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(d) Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

(e) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Attachment A(2) – Proposed Budget Detail Worksheet and Scope of Work (Attachment A) - and all other applicable laws and regulations.

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 CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(24) TERMS AND CONDITION

(a) This Agreement contains all the terms and conditions agreed upon by the parties.

(25) EXECUTION

(a) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(26) MODIFICATION

(a) Either Party may request modification of the provisions of this agreement. Modifications of provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

(27) CONSTRUCTION and RENOVATION

Construction and renovation projects for a local government's principal Emergency Operations Center (EOC) are allowable under the EMPA Program. The Division must provide written approval prior to the use of any EMPA Program funds for construction or renovation. Requests for EMPA Program funds for construction of an EOC must be accompanied by a justification to their EMPA Grant Manager for review and processing. The above examples are not intended to exclude other construction projects as potentially allowable costs. For example, construction of a facility for the storage of critical emergency supplies, as a Point of Distribution (POD) for emergency distribution, and/or to serve as a staging area for deployment of emergency response resources is potentially an allowable expense. Other construction or renovation projects, such as a secondary or local EOC, will be considered on a case-by-case basis, with advance written approval.

(28) REAL PROPERTY

Section 287.05805, Florida Statutes, Contract requirement for use of state funds to purchase or improve real property. Each state agency shall include in its standard contract document a requirement that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

(29) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

(a) If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.

(b) The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

(c) The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

(d) The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

STATE OF FLORIDA

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

STATE - FUNDED SUBAWARD AND GRANT AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date set forth below.

RECIPIENT: MARTIN COUNTY

By: _____

Stacey Hetherington, Chair

Name and Title

Date: _____

59-6000743

Federal Identification Number

071304562

DUNS Number

A0211

Agreement Number

ATTEST:

_____

Carolyn Timmann,
Clerk of the Circuit Court and Comptroller

Martin County Board of County Commissioners

_____

Stacey Hetherington, Chair

Approved as to Form & Legal Sufficiency:

_____

Sarah W. Woods, County Attorney

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

_____

Kevin Guthrie, Division Director

Date: _____

FY 2021 – 2022 EMPA AGREEMENT
EXHIBIT 1 – AUDIT REQUIREMENTS

The administration of resources awarded by the Division to the Recipient may be subject to audits and/or monitoring by Division as described in this section.

MONITORING

Monitoring visits are performed to confirm grant requirements are being fulfilled to ensure correct and accurate documentation is being generated and to assist with any questions or concerns Recipients may have related to the grant. Recipients will be monitored programmatically and financially by the Division to ensure that all grant activities and project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

On-site monitoring visits will be performed according to Division schedules, as requested, or as needed. At minimum, Recipients will receive monitoring from Division per year. If an on-site visit cannot be arranged, the Recipient may be asked to perform desk review monitoring. Additional monitoring visits may be conducted throughout the period of performance as part of corrective action when Recipients are demonstrating non-compliance.

(a) The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in the Proposed Budget Detail Worksheet (Attachment A(2)) and Scope of Work (Attachment A) to this Agreement and reported in Quarterly Reports (Attachment A(3)).

(b) In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. If the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

AUDITS

The Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within 30 days after the Division has notified the Recipient of such non-compliance.

(a) The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(b) The Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(c) The Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

(d) The Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

REPORTS

(a) Consistent with 2 C.F.R. §200.328, the Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

(c) The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Quarterly Reports (Attachment A (3)).

FY 2021 – 2022 EMPA AGREEMENT
EXHIBIT 2 – SINGLE AUDITS

AUDIT COMPLIANCE CERTIFICATION	
Email a copy of this form at the time of agreement submission to the Florida Division of Emergency Management (FDEM) at: DEMSingle_Audit@em.myflorida.com.	
Recipient: MARTIN *COUNTY*	
FEIN: *59-6000743*	**Sub- Recipient's Fiscal Year: *2021***
Contact Name:	**Contact's Phone:**
Contact's Email:	

1. Did Recipient expend the State Financial Assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and the Florida Division of Emergency Management? ☒Yes ☐No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Recipient exceed $750,000 or more of State financial assistance (from DIVISION and all other sources of State financial assistance combined) during its fiscal year? ☐Yes ☒No

   If yes, Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did **Recipient** expend Federal awards during it fiscal year that it received under any agreement (e.g. contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and Division? ☒Yes ☐No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Recipient exceed $750,000 or more of State financial assistance (from Division and all other sources of State financial assistance combined) during its fiscal year? ☐Yes ☒No

   If yes, Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.

By signing below, I certify, on behalf of Recipient, that the above representations for items 1 and 2 are correct.	
Signature of Authorized Representative	**Date**
Printed Name of Authorized Representative	**Title of Authorized Representative**
Jennifer Manning	OMB Director

FY 2021 – 2022 EMPA AGREEMENT
EXHIBIT 3– 27-19 FLORIDA ADMINISTRATIVE CODE
EM DIRECTOR OR PART – TIME COORDINATOR CERTIFICATION

In accordance with the 2021-2022 Emergency Management Preparedness and Assistance Grant agreement, which shall begin July 1, 2021 and shall end on June 30, 2022, and to remain consistent with Rules 27P-19.005(4) and (5), Florida Administrative Code, in order to receive EMPA funding, each County Emergency Management Agency shall annually certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator, in their efforts to serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations.

Pursuant to Rule 27P-19.004, Florida Administrative Code, if the Recipient is a county with a population of 75,000 or more, then the Recipient shall employ a full-time county emergency management director. If the Recipient is a county with a population less than 75,000, or if the Recipient is a county that is a party to an inter-jurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., then the Recipient shall employ either:

- An Emergency Management Coordinator who works at least 20 hours a week in that capacity; or,
- A full-time director.

I, Taryn Kryzda (Name) certify compliance with the aforementioned requirements for the 2021-2022 Emergency Management Preparedness and Assistance grant program.

Martin County (Recipient) has employed an Emergency Management Director (EM Director or an EM Coordinator) pursuant to Section 252.38(3)(b), Florida Statutes.

I, Taryn Kryzda also certify that I am the official representative for

Martin County (Recipient) and have authority to bind Martin County (Recipient) to this certification of compliance.

Signed by: _____

Printed Name: Taryn Kryzda

Title: County Administrator

Date: _____

Phone/Email: 772-288-5939 tkryzda@martin.fl.us

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT A – SCOPE OF WORK

I. GENERAL POLICY

The intent of the Emergency Management Preparedness and Assistance Grant (EMPA) is to provide state funds to assist local governments in preparing for all hazards as authorized by section 252.373, Florida Statutes. EMPA shall be awarded to a county for the use and benefit of the County Emergency Management Agency. Funds shall be allocated to implement and administer county emergency management programs including management and administration. Recipient shall designate an individual, referred to by Division as the Grant Manager, who will be responsible for ensuring that the following activities are adhered to:

- **Planning;**
- **Organization;**
- **Equipment;**
- **Training;**
- **Exercise; and**
- **Management and Administration**

Consistent with Rule 27P-19.010(11), Florida Administrative Code, the Division shall determine allowable costs in accordance with 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

II. RECIPIENT RESPONSIBILITIES

Recipient shall support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the National Preparedness Goal.

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/emergencies. Each Emergency Management staff person paid from the grant must work the number hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.

TASKS AND QUARTERLY DELIVERABLES

The Recipient must successfully complete the following tasks and deliverables throughout the period of performance. Quarterly Tasks (Form 1B) will need to be provided each quarter to show completion or progress towards the completion of each task. Quarterly deliverables must be submitted to the FDEM Grants Management System.

TASK 1: CERTIFICATION OF COUNTY EMERGENCY MANAGEMENT STAFF

A. EMERGENCY MANAGEMENT STAFF

Each County Emergency Management Agency must annually certify on (Exhibit 3) their commitment to employ and maintain either a Full-time Director or Part-time Coordinator consistent with Rule 27P-19.005(4) and (5), Florida Administrative Code.

Pursuant to section 252.38(1)(c), Florida Statutes, the County Emergency Management Agency shall perform emergency management functions throughout the territorial limits of the county in which it is organized. Additionally, the County Emergency Management Agency shall conduct such activities outside its territorial limits as required by law and in accordance with state and county emergency management plans and mutual aid agreements.

The County Emergency Management Agency shall serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations. If the Recipient is a county with a population of 75,000 or more, then the Recipient shall employ a full-time county emergency management director. If the Recipient is a county with a population less than 75,000, or if the Recipient is a county that is a party to an inter-jurisdictional emergency management agreement entered into pursuant to section 252.38(3)(b), Florida Statutes then the Recipient shall employ either:

- An Emergency Management Coordinator who works at least twenty (20) hours a week in that capacity; or,
- A full-time director

In order to demonstrate successful completion of task 1 for quarter 1, the Recipient must submit the following items in the Division's SharePoint portal, Salesforce system and WEBEOC:

DELIVERABLES:

- **The Division Exhibit 3**, Certification letter for the full-time Emergency Management Director or part-time Coordinator, in accordance with Rule 27P-19.004, Florida Administrative Code each quarter;
- **The Division Form 4** – Staffing Detail and position descriptions for funded emergency management staff;
- A **Quarterly Report** as outlined in Quarterly Reports (Attachment A(3)); and

- The full-time Emergency Management Director's or part-time Coordinator's **certified timesheets** or **paystubs.**

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	**Submit – Updates Only**	**Submit – Updates Only**	**Submit – Updates Only**

TASK 2: LOCAL BUDGET MATCH CERTIFICATION

A. MATCH

Throughout the period of this Agreement, and as required by Rule 27P-19.011(1), Florida Administrative Code, the Recipient shall match EMPA grant funds "at the amount either equal to the average of the previous three years' level of county general revenue funding for the County Emergency Management Agency budget or the level of funding for the County Emergency Management Agency budget for the last fiscal year, whichever is lower."

NOTE: Rule 27P-19.011(1), Florida Administrative Code, states: "County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by section 252.38, Florida Statutes., shall not be included in determining the "level of county funding of the County Emergency Management Agency.'"

In accordance with Rule 27P-19.011(2), Florida Administrative Code, and if "exceptional financial circumstances" exist, then the Recipient may request from the Division a match reduction.

In order to demonstrate successful completion of task 2 for quarter 2, the Recipient must submit the following items in the Division's Salesforce system:

DELIVERABLES:

- **The Division Form 3** - Local Budget Match Certification;
- A copy of the current and accurate County Emergency Management Local Budget (General Revenue) including the budget approval date. All requests for a budget match reduction shall be requested no later than 45 days after the county budget has been approved;
- A copy of the local EM general revenue expenditure (general ledger) report.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	Deliverables Due	Submit – Updates Only	Submit – Updates Only

TASK 3: RESPONSE CAPABILITIES

A. STATEWIDE MUTUAL AID AGREEMENT (SMAA)

Throughout the period of this Agreement, the Recipient must maintain a list of all signatories of the Statewide Mutual Aid Agreement (SMAA) and their contact information. Please note that the SMAA form was modified on February 26, 2018, and replaced the August 20, 2007, edition; however, any and all Agreements previously executed shall remain in full force and effect. Participating parties are encouraged to take the necessary steps to execute the most recent version. Instructions on how to obtain the latest version of the SMAA 2018 agreement is provided in **Attachment F**.

DELIVERABLES:

- Each County must submit the current excel SMAA list **(Attachment F (1))** for all entities (Cities, School Districts, Universities, Special Districts, Native American Tribes, etc.) in their Counties that have the latest SMAA 2018 agreement to the Mutual Aid Branch email: MutualAid@em.myflorida.com due no later than September 30, 2021.

In order to demonstrate successful completion of task 3 for quarter 1, the Recipient must submit the following items to the Mutual Aid Branch email: MutualAid@em.myflorida.com:

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	**Submit – Updates Only**	**Submit – Updates Only**	**Submit – Updates Only**

B. SITE IDENTIFICATION DATA/LOCATIONS AND STATEWIDE EMERGENCY SHELTER PLAN (SESP) SHELTER INVENTORY AND RETROFIT

Throughout the period of this Agreement, the Recipient must maintain current County Emergency Management Director and Alternate contacts and other contacts through the Division's SharePoint portal available at https://portal.floridadisaster.org, to include, but not limited to County Director and Alternate contacts and State Mutual Aid Agreement contacts;

The Recipient must maintain SharePoint site identification data including, but not limited to location and attribute information for fire stations, law enforcement, emergency medical services, emergency operations center(s) and call centers;

The Recipient must maintain WEBEOC (CSAs) and County Points of Distribution (PODs), and;

The Recipient must complete, and upload SESP Shelter Inventory and Retrofit information on the WEBEOC SESP Shelter Inventory board in accordance with Florida's statewide Hurricane Shelter Space Deficit Elimination program.

In order to demonstrate successful completion of task 3 for quarter 3, the Recipient must submit the following items in the Division's SharePoint Portal and WEBEOC:

DELIVERABLES:

- **Attachment G** - The Recipient must maintain current county emergency management and other contacts through the Division's SharePoint portal available at https://portal.floridadisaster.org to include County Director and Alternate contacts, State Mutual Aid Agreement contacts;
- **Attachment G** - Maintain site data in SharePoint to include location and attribute information for all fire stations, law enforcement, emergency medical services, emergency operations center(s) and call centers;
- **Attachment G** - Maintain site data in WEBEOC to include location and attribute information for all pre-identified sites for County Staging Areas (CSAs) and County Points of Distribution (PODs);
- **Attachment H** - Complete the SESP Shelter Inventory and Retrofit Items 1-8 on the WEBEOC SESP Shelter Inventory board no later than **March 31, 2022**.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	N/A	Deliverables Due	Submit – Updates Only

TASK 4: RECOVERY CAPABILITIES

A. DISASTER RECOVERY CENTER LOCATIONS
Throughout the period of this Agreement, the Recipient must maintain potential Disaster Recovery Center (DRC) locations and provide basic information in WEBEOC which identifies physical location, contact persons, site characteristics, interior, office characteristics, phone service, and sketches.

In order to demonstrate successful completion of task 4 for quarter 4, the Recipient must submit the following items in WEBEOC:

DELIVERABLES

- **Attachment I** – Support of Recovery capabilities, identify potential Disaster Recovery Center (DRC) locations and provide basic information in WEBEOC.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	N/A	N/A	Deliverables Due

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT A (1)
ALLOWABE COSTS AND ELIGIBLE ACTIVITIES – BUDGET DIRECTIONS

I. CATEGORIES AND ELIGIBLE ACTIVITIES

The 2021 EMPA Funding Guidance allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration.**

A. PLANNING

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPA Program funds may be used to develop or enhance emergency management planning activities. Some examples include, but not limited to:

- Emergency Operation Plans/ Local Comprehensive Emergency Management Planning
- Communications Plans
- Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Sheltering and Evacuation Planning
- Recovery Planning
- Continuity Plans

For planning expenditures to qualify for reimbursement under this Agreement, the Recipient must submit a final plan to the Division and the Division's Natural Hazard Planning Manager must approve that plan. As part of any request for reimbursement for planning expenditures, the Recipient must submit the following to the Division:

- Copies of contracts or agreements prior to contracting with consultants or sub-contractors providing services;
- Invoice from any consultant/contractor involved in the planning (Note – grant agreement must be referenced on the invoice);
- Copies of all planning materials and work product (e.g. meeting documents, copies of plans);
- If a meeting was held by Recipient, an agenda and signup sheet with meeting date must be included;
- Proof of payment (e.g. canceled check, electronic funds transfer, credit card statement);
- Complete debarment form and/or Sam.gov for any contractors/consultants;
- Proof of purchase methodology (e.g. quotes, sole source, state contract, competitive bid results);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to planning activities.

B. OPERATIONAL

EMPA Program funds may be used for all day-to-day preparedness activities in support of the four phases of emergency management (preparedness, response, recovery, and mitigation). Reimbursable personnel costs include salary, overtime, and backfill, compensatory time off, and associated fringe benefits.

Rules 27P-19.004 and 27P-19.0061, Florida Administrative Code., outline the minimum performance level (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24-hour basis.

Personnel Cost - Rules 27P-11.004, 27P-11.0061, Florida Administrative Code:

Counties with populations of 75,000 or more must have a full-time emergency management director. Counties with populations of less than 75,000 or party to an inter-jurisdictional emergency management agreement entered into pursuant to section 252.38(3)(b), Florida Statutes, that is recognized by the Governor by executive order or rule, are encouraged to have a full-time director. However, as a minimum, such a county must have an emergency management coordinator who works at least twenty (20) hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

Eligible "**Operational Cost**" items include, but are not limited to:

- **Salaries and Fringe Benefits**
  - Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports).
- **Utilities (electric, water and sewage)**
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)
- Office Supplies/Materials
- IT Software Upgrades
- Memberships
- Publications
- Postage
- Storage
- **Other Personnel/Contractual Services**
  - Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
  - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.

Funding for Critical Emergency Supplies

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPA. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over $100,000.

Operational Costs Supporting Documentation

If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Expense items need to have copies of invoices, receipts and cancelled checks, credit card

statements, bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).

C. EQUIPMENT

Provided the cost of the item qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, an item on the FEMA AEL that is specifically coded for the Emergency Management Performance Grant ("EMPG") Program satisfies the minimum level of service for an equipment purchase under this Agreement. If an item qualifies as reasonable and necessary, and if the item is EMPG-coded on the FEMA AEL, then the Recipient does not need to obtain permission from the Division prior to purchasing the item in order to seek reimbursement.

If the Recipient seeks reimbursement for the purchase of an item that is not EMPG-coded on the FEMA AEL, then the Recipient must receive permission from the Division prior to purchasing the item. If the Recipient purchases such an item without receiving permission from the Division beforehand, then the Division will not provide any reimbursement for that purchase.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs and can be located at https://www.fema.gov/authorized-equipment-list.

If Recipients have questions concerning the eligibility of equipment, they shall contact their Grant Manager for clarification.

Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Equipment Acquisition Costs Supporting Documentation

- Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.
- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

D. TRAINING

EMPA Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of state and local emergency management personnel through the establishment, support, conduct, and attendance of training. Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

The Recipient can successfully complete an authorized course either by attending or by conducting that course.

- In order to receive payment for successfully attending a training course, the Recipient must provide the Division with a certificate of completion; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the course.

- In order to receive payment for successfully conducting a course, the Recipient must provide the Division with the course sign-in sheet. Additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the course.

- In order to receive payment for successfully conducting a workshop, the recipient must provide the Division with workshop sign-in sheets and materials used for workshop. Additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the workshop.

For training, the number of participants must be a minimum of fifteen (15) in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Division State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than fifteen (15) participants.

When conducting a training that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Allowable training-related costs include the following:

- **Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor

Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

Conferences

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion, and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

For travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient’s successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. See section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state"). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:
$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.);
$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).
Section 112.061(a), Florida Statutes, establishes the per diem amounts.
All travelers are allowed: The authorized per diem for each day of travel; or, If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight-to-midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed $20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates

The Division shall not reimburse for any meal allowance that exceeds $6 for breakfast, $11 for lunch, or $19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see https://www.gsa.gov/portal/content/104877).

Hotel Accommodations

- A traveler may not claim per diem or lodging reimbursement for overnight travel within fifty (50) miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.

- Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed $150 per night.

Training Costs Supporting Documentation

- Copies of contracts or agreements with consultants or sub-contractors providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment;
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPA activities:

- Copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference;
- Copies of Conferences must be providing an agenda. Proof of payment is also required for all travel and conferences. If the Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Recipient in its regular operations as a result of the Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.

E. EXERCISES

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's Integrated Preparedness Program (IPP) for the core capabilities needed to address its greatest risks.

Allowable Exercise-Related Costs

- **Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises shall provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, shall be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Contractors or Consultants.** Contractors or Consultants may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the local government. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

  Travel. Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.

- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, fuel, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized Exercise-Related Costs

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage;
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

If the recipient seeks reimbursement for exercise activities, then the following shall be submitted:

- Documentation clearly indicating the purpose/objectives of the exercise (e.g. Situation Manual, Exercise Plan);
- After-action report with Improvement Plan (AAR/IP), Sign-In sheets, Agenda;
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement, bank statement) for supplies expenditures (e.g. copying paper, gloves, tap, etc.);
- Invoices and proof of payment for Travel costs (e.g., internal travel voucher, airfare, mileage, per diem, hotel) related to exercise activities;
- Proof of purchase methodology, if applicable (e.g. quotes, sole source, state contract, competitive bid results).

No later than 90 days after completion of an exercise, the recipient must upload to the Division's SharePoint portal at: https://portal.floridadisaster.org an After Action Report (AAR) that includes the following:

An Improvement Plan; and,
A roster of participants.

F. MANAGEMENT AND ADMINISTRATIVE (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPA Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Management and Administrative Costs Supporting Documentation

- Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports);
- Costs for M&A activities are allowed up to 5% of the total award amount.

Supplanting Prohibited
Section 252.372, Florida Statutes, states that the monies from the EMPA Trust Fund "may not be used to supplant existing funding." Additionally, Rule 27P-19.003(3), Florida Administrative Code, states: "Funds received from the [EMPA] Trust Fund may not be used to supplant existing funding, nor shall funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund."

II. OTHER CRITICAL INFORMATION

A. RULE 27P-19, FLORIDA ADMINISTRATIVE CODE

Rule 27P-19.010(11), Florida Administrative Code, states: "Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars…" Therefore, unless a specific exception applies, 2 CFR Part 200 Subpart A (Definitions) and Subpart E (Cost Principles) shall apply to this Agreement.

Expenses
In order to qualify for reimbursement under the terms of this Agreement, an expense incurred by the Recipient must be reasonable and necessary for the successful completion of a task required by this Agreement. If an expense fails to qualify as either reasonable or necessary to successfully compete a task, then the Division shall not provide any reimbursement for that expense.

NOTE: This Scope of Work recognizes that each Recipient:

- Might be at a different level of preparedness than another Recipient
- Operates within a unique geography
- Faces unique threats and hazards
- Serves a unique population

Therefore, what might qualify as reasonable and necessary for one Recipient to successfully complete a task under this Agreement might not qualify as reasonable and necessary for another Recipient to successfully complete a task. Conversely, what might not qualify for one may qualify for another.

In order to avoid a "one size fits all" approach, this Agreement provides some level of flexibility. If a unique cost (e.g. equipment not listed on the EMPG AEL) qualifies as reasonable and necessary for the successful completion of a task under this Agreement, and if the Recipient receives permission from the Division prior to incurring that unique cost, then the Division shall reimburse the Recipient for that cost.

Performance
In order to qualify for reimbursement under the terms of this Agreement, the Recipient's performance must satisfy the minimum level of service required for the successful completion of a task required by this Agreement. If the performance fails to satisfy the minimum level of service, then the Division shall not provide any reimbursement for that performance.

B. INDIRECT COSTS
Indirect cost is allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Recipients with a negotiated cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at time of application. Post-award requests to charge indirect cost will be considered on case-by-case basis and based upon the submission of an agreement or proposal.

C. PROCUREMENT

All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- Any local procurement policy.

Per 2 CFR 200.318 through 200.326, Recipients are required to adhere to certain procurement standards for entering contracts for personnel or services. This includes full and open competition, methods of procurement to follow, federal or passthrough entity review, and including federal provisions intro contracts.

D. CONSTRUCTION and RENOVATION

Construction and renovation projects for a local government's principal Emergency Operations Center (EOC), are allowable under the EMPA Program. The Division must provide written approval prior to the use of any EMPA Program funds for construction or renovation. Requests for EMPA Program funds for construction of an EOC must be accompanied by a justification to their EMPA Grant Manager for review and processing. The above examples are not intended to exclude other construction projects as potentially allowable costs. For example, construction of a facility for the storage of critical emergency supplies, as a Point of Distribution (POD) for emergency distribution, and/or to serve as a staging area for deployment of emergency response resources is potentially an allowable expense. Other construction or renovation projects, such as a secondary or local EOC, will be considered on a case-by-case basis, with advance written approval.

E. FINANCIAL CONSEQUENCES:

If a recipient fails to comply with the terms and conditions of the State award, the Division may terminate the award in whole or part. If the noncompliance can be corrected, the Division may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be correct or the recipient is nonresponsive, one or more of the following steps may be taken:

(1) Temporarily withhold payments pending correction of the deficiency by the recipient.

(2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(3) Wholly or partly suspend or terminate the award.

(4) Take other remedies that may be legally available.

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT A (2)
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET

The Recipient shall use the Emergency Management Preparedness and Assistance ("EMPA") Trust Fund monies authorized by this Agreement in order to complete the tasks outlined in the Scope of Work (Attachment A).

The "Proposed Program Budget Detail Worksheet" serves as a guide for both the Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Recipient shall complete the "Proposed Program Budget Detail Worksheet" listed below. If the Recipient fails to complete the "Proposed Program Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Recipient may change the allocation amounts in the "Proposed Program Budget Detail Worksheet." If the Recipient changes the "Proposed Program Budget Detail Worksheet", then the Recipient's quarterly reports must include an updated "Proposed Program Budget Detail Worksheet" to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

RECIPIENT: **MARTIN, COUNTY OF**
AGREEMENT: **A-0211**

1. PLANNING	$
2. ORGANIZATION	$ 105,806.00
3. EQUIPMENT	$
4. TRAINING	$
5. EXERCISE	$
6. MANAGEMENT AND ADMINISTRATION	$
7. TOTAL AWARD	$ 105,806.00

FY 2021-2022 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**
Emergency Operations Plan			
Salaries and Fringe Benefits			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			**$**
Allowable Organization Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits	3	$19,500	$58,500
Utilities (electric, water and sewage)			

Service/Maintenance agreements	7	$2,000	$14,000
Supplies/Materials	N/A	$32,906	$32,906
Memberships	4	$100	$400
Publications			
Postage			
Storage			
TOTAL ORGANIZATION EXPENDITURES			**$** 105,806
Allowable Equipment Acquisition Costs	**Quantity**	**Unit Cost**	**Total Cost**
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			
TOTAL EQUIPMENT EXPENDITURES			**$**
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Develop, Deliver Training			
Workshops and Conferences			

Certification/Recertification of Instructors			
Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			**$**
Allowable Exercise Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			
Allowable Management and Administration Costs ***(Up to 5% of total award)***	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			
TOTAL EXPENDITURES			**$105,806.00**

REVISION DATE: _____

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT A (3) – QUARTERLY REPORTS

Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31, and June 30.

Reporting Period	Report due to Division no later than
July 1 through September 30	November 15
October 1 through December 31	February 15
January 1 through March 31	May 15
April 1 through June 30	August 15

The Recipient shall provide the Division with <u>full</u> support documentation for the quarterly financial reports.

A. The Recipient must provide the Division with supporting documentation for the quarterly financial reports. The Division shall accept back up documentation by email if the County is not able to upload on Salesforce.

B. The Quarterly Tasks form 1B is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) as well as quarterly deliverables during the agreement period.

C. In order to ensure compliance with Rule 27P-19.011, Florida Administrative Code, the Local Budget Match Requirement Form shall be completed and sent when the <u>Local County Budget is approved</u> or by **November 15, 2021**. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) including approved budget date with the form. If the County's current budget is lower than the previous year, or the average of the last three years, the county is required to request a Waiver no later than forty-five (45) days after the county budget is approved.

D. In a format provided by the Division, Form 4 – Staffing Detail and position descriptions of each funded county emergency management staff shall be submitted no later than **November 15, 2021,** or along with 1st quarter reimbursement submission, whichever occurs first.

E. The final close-out report is due sixty (60) days after termination of this Agreement by **August 30, 2022**, or 60 days after completion of activities contained in this agreement, whichever occurs first.

F. An administrative closeout may be conducted when a recipient is not responsive to the Division's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. FDEM will make three written attempts to collect required information before initiating an administrative closeout. If an award is administratively closed, FDEM may decide to impose remedies for noncompliance per 2 C.F.R. § 200.338, consider this information in reviewing future award applications, or apply special conditions to existing or future award.

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT B
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line-item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**Fiscal Year 2021 Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS:	
For example PROGRAM EXPENSES:	
TOTAL EXPENSES:	

LINE-ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)**

_____

_____

_____

REQUESTS FOR ADVANCE PAYMENTS WILL BE CONSIDERED ON A CASE-BY-CASE BASIS

Signature of Recipient/Subcontractor's Authorized Official Date: _____

_____

Name and Title of Recipient/Subcontractor's Authorized Official

_____

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By: _____ _____
Signature Recipient's Name

_____ _____
Name and Title Division Contract Number

_____ _____
Street Address Project Number
City, State, Zip
Date

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT D
WARRANTIES AND REPRESENTATIONS

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current, and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.

(3) Effective control over and accountability for all funds, property, and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

(1) All procurement transactions shall be done in a manner to provide open and free competition.

(2) Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements.

(3) Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality, and other factors.

(4) Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

Recipient warrants the following:

(1) The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

(2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.

(3) The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

(4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from (Monday) through (Friday), and from (times) (__8 am__) to (__5 pm__).

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Recipient.

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT E
STATEMENT OF ASSURANCES

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally assisted project. Also, the Applicant assures and certifies that:

16. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

16. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC 1501, et. Seq.).

16. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

16. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8)

by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply and assure the compliance of all its Recipients and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

STATEWIDE MUTUAL AID AGREEMENT

(SMAA) INFORMATION SHEET

https://www.floridadisaster.org/dem/response/logistics/

Signing the Agreement:

A copy of the SMAA with **original signature** should be submitted, or two if you need one signed by FDEM and returned for your records.

Counties should sign **PAGE 15** of the agreement.

Cities should sign **PAGE 16** of the agreement.

Educational Districts should sign **PAGE 17** of the agreement.

Community Colleges or State Universities should sign **PAGE 18** of the agreement.

Special Districts should sign **PAGE 19** of the agreement.

Authorities should sign **PAGE 20** of the agreement.

Native American Tribes should sign **PAGE 21** of the agreement.

Community Development Districts should sign **PAGE 22** of the agreement.

REQUIRED Documentation to Accompany the Agreement:

Minutes or Resolution from your governing board, which indicates the agreement was adopted or approved.

A Certificate of Liability Insurance or Resolution of Self Insurance.

A completed copy of Form C, **PAGE 23** of the agreement.

FDEM Contact Information:

Mutual Aid Branch Director & EMAC Coordinator
Bureau of Response, Logistics Section
MutualAid@em.myflorida.com
O: (850) 815-4222 M: (850) 901-8456

Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT F (1)
STATE MUTUAL AID AGREEMENT LIST

County Name														
Entity Name	Signatory Type	Version Agreement	Region	Address	City	Zip	Primary POC	Title	Phone	Email	Secondary POC	Title	Phone	Email
Example														
City of Palatka	City	2018	3	5555 Sunset Ave	Palatka	32177	John Smith	City Manager	555-555-5555	JohnSmith@cityofpalatka.gov	Jane Williams	Fire Chief	555-555-5555	Jane.Williams@cityofpalatka.gov

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT G
RESPONSE CAPABILITIES

Contacts - The Recipient shall maintain current county emergency management and other contacts through the Division's SharePoint portal available at https://portal.floridadisaster.org.

From the Portal main page, click "County Links", then pulldown and select "Update County Contacts."

This information includes the following but not limited to:

- County Director and Alternate contacts
- State Mutual Aid Agreement contacts
- County Operations Section
- County Logistics Section
- County Planning Section

WebEOC Site Identification - The Recipient shall upload current Site Data to WebEOC available at https://eoc.floridadisaster.org. WebEOC site Identification data includes:

- Through the SERT County Emergency Sites Board via the State's WebEOC Instance or through your local instance if you are subscribed to this Board - location and attribute information of all pre-identified --
  - County Staging Areas (CSAs)
  - County Points of Distribution (PODs)

Attribute information shall include at a minimum: Site Name, Site Type, Site Address, Full Address with Latitude/Longitude in decimal degrees, Primary Contact (name, e-mail, and mobile phone) Secondary Contact (name, e-mail, and mobile phone), does the location have a loading dock, can the location accept 53ft trailers, if so, how many? Site address shall be mapped by clicking on Map icon to verify address.

The following Site Information is optional:

- Picture attachment of Site.
- Comments regarding access, transportation routes or any planning information.

SITE SUGGESTIONS:

County Staging Areas (CSAs)

- Sites should be located adjacent to a major highway and have the ability to establish safe one-way traffic through the compound and reasonably secured. County Staging Areas must also be located in a region that can support countywide relief operations.
- For coastal counties, sites should not be located in a "Zone A" Evacuation Zone where possible, exceptions can be made.

County Point of Distribution (PODs)

- PODs should not be nearby a business that has water and food for sale.
- Counties should focus on placing PODS in outlying areas where these types of stores are not located in-order to ensure that resources are available in those areas.
- For coastal counties, sites should not be located in a "Zone A" Evacuation Zone where possible, exceptions can be made.

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT H
HURRICANE SHELTER RETROFIT

Hurricane Shelter Retrofit - The responses collected in this task are the basis for the Shelter Retrofit Report as required by 252.38 F.S. Each county's current Shelter Inventory Spreadsheet is available on Web EOC for reference and is found on the board titled SESP Inventory.

1. Please review your County's page on the SESP Inventory WebEOC board.
    a. Please review all the information and check your pet friendly shelter column for accuracy.
    b. If corrections are needed, please type them in the notes box, below, on the WebEOC page itself. If no changes are needed, please add the date reviewed in the notes box. (e.g. Reviewed 3/31/2022).
2. Please review the generator information on each of your SESP inventory shelters. Correct the information or complete it, as necessary. You do not need to include life safety items run by battery backup.
3. Do you know of any new public buildings planned or under construction? (If so, please list).
4. Are new public schools planned or under construction? Will any be EHPA? If not, do you anticipate providing a waiver? (If so, please list anticipated new schools and EHPA status and any opening dates if known).
5. Do you have any public schools or public buildings that you would like surveyed to add to your shelter inventory or to the Retrofit Report for potential funding? (If so, please list).
6. Do you have enough special needs space now and for the next 5 years? (If not, please comment here or upload your plan).
7. Do your special needs shelters have an alternate source for power? Will the power source also run cooling? (If not, please comment here or upload your plan).
8. How do you communicate and coordinate with your school boards, state colleges, universities and shelter partners? When was the last time you reviewed your shelter plan and policy with your shelter partners?

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT I
RECOVERY CAPABILITIES

The following recommendations should be considered when identifying potential Disaster Recovery Center (DRC) locations:

1. Locations must be large enough for the needs of the situation (number of agencies and clients anticipated in the DRC). This may vary from a location identified as small as 1500 square feet for a small DRC to more than 5000 square feet for a large DRC. It is good to identify a variety of possible locations of different sizes within the county. The size of a DRC will vary dependent upon the number of anticipated applicants to be served within the community.

DRC Size Chart	
Small:	1500-3499 sq. ft.
Medium:	3500-4999 sq. ft
Large:	5000 sq. ft-Above

2. Consider locations that do not require a fee to use the facility and FEMA generally only pays for utilities or phone line installation. If a written agreement is made prior to occupancy, then FEMA will take responsibility for the utilities or other payments to a facility.
3. Facilities should have heat, electricity, good lighting, potable water, rest rooms, and adequate parking.
4. All locations should be compliant with the Americans with Disabilities Act of 1990, to ensure access to all individuals, including individuals with disabilities and others with access and functional needs.
5. Appropriate emergency fire & medical support should be quickly available to the location.
6. Preferably when a DRC is established, the first seven (7) days should be without interruption from prior commitments (e.g. basketball games, weddings, parties, meetings, etc.). It is also important to understand that a DRC may need to remain operational for a minimum of thirty (30) days or longer.
7. The location's owner must be willing to allow FEMA to install telephone lines and/or internet service if necessary.
8. Facilities should be available from 7:30am-7:00pm daily, Monday through Saturday, and possibly on Sundays and holidays.

ADDITIONAL CONSIDERATIONS

1. When possible, DRC facilities should be centrally located in a community to minimize travel time. Consideration must be given to the most vulnerable population. Where applicable, DRCs should be established on a public transportation route. The public should generally be familiar with the location and Custodial support should be available at the facility.
2. If necessary, the parking lot should be able to temporarily accommodate a Mobile Communication Office Vehicle (MCOV) (60'long x 20'wide) with an unobstructed view of the south-western sky for satellite connectivity.
3. Does the occupancy of the facility have any Environmental Planning and Historic Preservation (EPH) considerations that need to be addressed? (e.g. special flood hazard area, Historical site, etc.)

DISASTER RECOVERY CENTER BASIC REQUIRMENTS

PHYSICAL LOCATION:

Name: _____
Physical Address (no PO Box): _____
_____
City: _____ County: _____ State: _____ Zip_____
GPS: LAT _____ LONG _____
Directions/Landmarks: _____
_____
_____
_____

CONTACT PERSONS (POC):

Facility Point Of Contact: Name_____
Phone: _____
Address: _____
City: _____ State: _____ Zip: _____

After hours POC: Name_____
Phone: _____
Address: _____
City: _____ State: _____ Zip: _____

Alternative POC: Name_____
Phone: _____
Address: _____
City: _____ State: _____ Zip: _____

Emergency Management Director: Name_____
Phone: _____
Address: _____
City: _____ State: _____ Zip: _____

SITE CHARACTERISTICS:

Date available: Begin: _____ End: _____ Lease required: Y ☐ N ☐
Cost $_____ Space available: _____ sq. ft. Hours of use: _____ Keys: _____
DRC use parking spaces: _____ ADA parking spaces: _____ Total: _____
Parking lot lights: Y☐ N ☐ Outside building lights: Y☐ N ☐

ADA accessibility: _____
Exterior notes: _____
Response Time: Police: _____ Fire: _____
Nearest hospital: Name_____ Phone: _____
Address: _____
Distance: _____Time: _____
Local crime summary: _____
_____
Local hazards summary: _____
_____

INTERIOR:

Rooms: ____ Room Size: Room A ___ x __ Room B ___ x ___ Room C ___ x __

Bathrooms: ___ ADA Compliant: Y ☐ N ☐

Are doors secure? Y ☐ N ☐ Comment:_____

Are windows secure? Y ☐ N ☐ Comment:
_____

Are Emergency lighting functional? Y ☐ N ☐ Exit lighting functional: Y☐ N ☐

Are Fire sprinkler system functional? Y ☐ N ☐ #Fire extinguishers: _____

Water System: Y ☐ N ☐ City/County System: Y ☐ N ☐ Approved for drinking: Y ☐ N ☐

Air Conditioning: Y ☐ N ☐ Fans: Y ☐ N ☐ Adequate Ventilation: Y ☐ N ☐

Is electrical power to support computer and office equipment demanded? Y ☐ N ☐

Can inside re-wiring be accomplished easily and safely? Y ☐ N ☐

Is building interior in good shape (check for water leaks & visible hazards)? Y☐ N ☐

OFFICE CHARACTERISTICS:

Internet access: Y ☐ N ☐ Wi-Fi: Y ☐ N ☐ # Fax: _____ # Toner Cartridges: _____

Flatbed Tabletop Copier: Y ☐ N ☐ Copy Paper _____Boxes # Toner Cartridges: _____

High Speed Printer: Y ☐ N ☐ Shredder: Y ☐ N ☐

Trash Cans: _____ Is Janitorial & Trash pickup available? Y ☐ N ☐

Tables: _____ #Office chairs: _____# Folding chairs: _____ Bathroom access: Y☐ N ☐

Paper towels: _____ # Toilet paper: _____# Paper cups: _____ # Ext. cords: _____

Comment: _____

TELEPHONE AND/OR COMMUNICATION:

FEMA cell phone signal? Y ☐ N ☐ Strength: ____ Air Card? Y ☐ N ☐ Strength: _____

Do phone lines already exist for DRC use? Y ☐ N ☐ How many? _____

What is maximum phone line capacity? DSL: _____ POTS: _____ Switchboard: Y☐ N ☐

Phone service point in building: _____

Phone service provider: _____ Contact number: _____

Phone number connected to DRC location (for tel/com reference): _____

Comments:

_____

SKETCHES:

Draw location sketches: (1) Exterior: building, ADA parking & ramps, DRC, parking (2) Interior: building, rooms w/dimensions, location of outlets and telephone equipment.

FY 2021-2021 EMPA AGREEMENT
ATTACHMENT J-REPORTING FORMS INSTRUCTIONS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREAPAREDNESS AND ASSISTANCE GRANT PROGRAM

2021-2022 EMPA REPORTING FORMS

2021-2022 QUARTERLY REPORTING FORMS

QUARTERLY REPORTS INCLUDE: Dvision Form 1A - Quarterly Financial Report, Division Form 1B - Quarterly Tasks, Division Forms 2A & 2B Detail of Claims and Divsion Form 6 - Time and Effort (if applicable).

1. These forms are to be submitted to Division each quarter.
2. Complete Division Form 1A - Quarterly Financial Report by entering all information needed to support the claim for reimbursement, sign and date. Include a narrative in the box. Outlines of quarterly events, nor calendars will suffice for the required narrative.
3. Complete Division Form 1B - Quarterly Tasks to support that deliverables and tasks are being completed as required throughout the agreement, sign and date.
4. The Division Form 1A - Quarterly Financial Report form must be signed by the grant manager or someone with equal authority.
5. The Division Form 2A & 2B Detail of Claims forms **must** accompany the Division Form 1A - Quarterly Financial Report each quarter.
6. Deliverables and Claims for reimbursement may be submitted via Salesforce or by email (if necessary) to the appropriate Division Grant Manager according to applicable region.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Division Grant Manager)

7. It is the responsibility of the Recipient to properly notify the assigned Division Grant Manger when they upload required documentation to Salesforce or required platform. The Division is not responsible for delays to claim processing due to failure to notify the Division Grant Manager of document submissions via Salesforce.

DIVISION Form 3 - Local Budget Match:

1. The Division Form 3 - Local Budget Match must be submitted to the Division in Quarter 2 submission**.**
2. EMPA grants shall be matched at an amount equal to the average of the last three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower.
3. Division Form 3 - Local Budget Match Requirement shall be submitted to the Division when the local county budget is approved or by **November 15, 2021**. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) including approved budget date. If a Recipient's county's current local budget is lower then the previous year, or the average of the last three previous years, the recipient shall request a Waiver no later than 45 days after the county budget is approved.

DIVISION Form 4 - Staffing Detail:

1. List ALL Emergency Management Agency staff, regardless of funding. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution amount or % in each applicable column: local, state. federal, etc. This form is due no later than **November 15, 2021** or along with 1st quarter reimbursement submission, whichever occurs first. Please provide the Division updates to this form as necessary.
2. Along with Division Form 4 - Staffing Detail, please provide position descriptions for EMPA funded staff.
3. Along with the Division Form 4- Staffing Detail, please provide documented policies for any fringe benefits, incentives or special pay to be claimed through the grant.

DIVISION Form 5 - Close Out Report:

1. The Division Form 5 - Close Out Report is due sixty (60) days after termination of this Agreement by **August 30, 2022,** or 60 days after completion of activities contained in this agreement, whichever occurs first. Before submitting the Division Form 5 - Close Out Report, please verify that the local general revenue budget match amount as reported on Division Form 3 - Local Budget Match, has not changed since originally reported to the Division. If a difference is found please immediately notify the Division in writing of the discrepancy and provide a detailed justification for the change accompanied by supporting documentation.
2. The agreement cannot be considered closed until the Division Form 5 - Close Out Report has been received and approved by the Division.

DIVISION Form 6 - Time and Attendance:

1. Provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort. The form must account for 100% of the hours claimed for reimbursement each quarter.□

Required documentation to support project expenditures:

1. Recipients shall maintain a grant/financial file with copies of supporting documentation for all paid project/program expenditures claimed during the grant period. Documentation of expenditures claimed for reimbursement through the grant will be reviewed and verified by Division staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, timesheets and payroll vouchers, journal transfers, credit card and bank statements, etc. These documents should be submitted when requesting reimbursement.□
2. All claims for reimbursement shall be submitted on the approved Division Quarterly Financial Reporting forms. Claims not submitted on the proper forms or that are unsupported by proper documentation will not be processed and will be returned for additional support.□
3. Please ensure that the documentation submitted for review is legible.
4. Please verify form calculations for accuracy before submitting to the Division for review each quarter.□

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2021-2022 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE - EMPA

DIVISION FORM 1A - QUARTERLY FINANCIAL REPORT

AGREEMENT #:		**CLAIM #:**	**1**
AWARD AMOUNT:		**QUARTER #:**	**1**
RECIPIENT:		**REPORTING FORMS DUE DATES (45 DAYS AFTER QUARTER)**	
COUNTY:		1. July 1 – Sept. 30, 2021 = November 15, 2021	
ADDRESS:		2. October 1 – Dec. 31, 2021 = February 15, 2022	
		3. January 1 – March 31, 2022 = May 15, 2022	
POINT OF CONTACT:		4. April 1 - June 30, 2022 = August 15, 2022	
PHONE/EMAIL:	123@gmail.com		

EMPA ALLOCATION CATEGORIES	BUDGETED ALLOCATIONS	Q1 CLAIM	Q2 CLAIM	Q3 CLAIM	Q4 CLAIM	CUMULATIVE EXPENDED FUNDS	REMAINING BALANCE
1. PLANNING	$0.00					$0.00	$0.00
2. ORGANIZATION	$0.00					$0.00	$0.00
3. EQUIPMENT	$0.00					$0.00	$0.00
4. TRAINING	$0.00					$0.00	$0.00
5. EXERCISE	$0.00					$0.00	$0.00
6. MANAGEMENT AND ADMIN. (Up to 5%)	$0.00					$0.00	$0.00
TOTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

AMOUNT OF REIMBURSEMENT FOR THIS CLAIM:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2021-2022 EMPA agreement.

SIGNATURE: _____ _____

AUTHORIZED REPRESENTATIVE **DATE**

QUARTERLY STATUS REPORT

Please report EM activities, meetings, training, exercises, or other necessary information to support quarterly progression.

THE SECTION BELOW IS TO BE COMPLETED BY DIVISION

AWARD AMOUNT		**DIVISION DATE RECEIVED STAMP**
PRIOR CLAIMS		
THIS CLAIM AMOUNT		
BALANCE OF AWARD		

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2021-2022 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA

DIVISION FORM 1B - QUARTERLY TASKS

RECIPIENT:

QUARTER: **July 1 - Sept. 30**

Emergency Management Personnel	NIMS IS 100				NIMS IS 200				NIMS IS 700				NIMS IS 800				FEMA Professional Development Series				OR	National Emergency Management Basic Academy			
EM Employee Name & Position Title	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4		QTR 1	QTR 2	QTR 3	QTR 4

DELIVERABLES/TASK REQUIREMENTS	**ENTER DATE COMPLETED**				**COMMENTS** Use for explanation that supports Training & Exercise progression.
	QTR 1	**QTR 2**	**QTR 3**	**QTR 4**	
T1: Provide Division Exhibit 3, certification of a full-time Emergency Management Director or part-time Coordinator. **(Q1, any updates Q2-Q4)**					
T1: Provide Division Form 4 - Staffing Detail and position descriptions for funded emergency management staff. **(Q1, any updates Q2-Q4)**					
T1: Provide a quarterly report as outlined in Quarterly Reports (Attachment A(3)). **(Q1-Q4)**					
T1: Provide full-time Emergency Management Director's or part-time Coordinator's certified timesheets or paystubs. **(Q1-Q4)**					
T2: Provide Division Form 3 - Local Budget Match Requirement. **(Q2, any updates Q3-Q4)**					
T2: Submit a copy of the current and accurate County Emergency Management Local Budget (General Revenue) including the budget approval date **(Q2, any updates Q3-Q4)**					
T2: Submit a copy of the local EM general revenue expenditure (general ledger) report **(Q2, any updates Q3-Q4)**					
T3: Statewide Mutual Aid Agreement (Attachment F(1)) - Submit the current excel Statewide Mutual Aid Agreement (SMAA) list by **September 30, 2021**. **(Q1, any updates Q2-Q4)**					
T3: Response Capabilities (Attachment G) - Maintain current county emergency management and other contacts through the Division's SharePoint Portal including County Director and Alternate contacts. **(Q3, any updates Q4)**					
T3: Response Capabilities (Attachment G) - Maintain GIS site data in the Division's SharePoint Portal. **(Q3, any updates Q4)**					
T3: Response Capabilities (Attachment G) - Maintain site data in WEBEOC to include County Staging Areas (CSAs) and County Points of Distribution (PODs). **(Q3, any updates Q4)**					
T3: Response Capabilities (Attachment H) - Complete the SESP Shelter Inventory and Retrofit Items 1-8 on the WEBEOC SESP Shelter Inventory board no later than **March 31, 2022**. **(Q3)**					
T4: Recovery Capabilities (Attachment I) - Identify any potential Disaster Recovery Center (DRC) locations and provide basic information in WEBEOC. **(Q4)**					

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2021-2022 EMPA agreement.

SIGNATURE:

AUTHORIZED REPRESENTATIVE

PRINTED NAME:

TITLE:

DATE:

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA
DIVISION FORM 2A - DETAIL OF CLAIMS

RECIPIENT: _____ **INCURRED DATE RANGE:** Example: July 1 through November 5, 2021

Please use separate Division Form 2A-Detail of Claims per allocation category. Please add additional pages or lines as needed for each allocation categ
Please provide FEMA AEL numbers for EQUIPMENT expenditures only.
Please provide a budget revision along with this form, if expenses being claimed are not allocated on the most recently approved budget.
Please include the Costs Incurred Date Range in the applicable cell above. This is usually the quarterly period; however, a recipient may incorporate a larger date range to include a forgotten claim for reimbursement for a payment made the previous quarter (within the period of agreement). This allowance does not circumvent the four (4) required quarterly reporting forms submissions.

ALLOCATION CATEGORIES

PLEASE SELECT FROM THE LIST BELOW

CATEGORY: **ORGANIZATION**

#	VENDOR	DESCRIPTION OF SERVICE OR EXPENSE	DATE OF PAYMENT FOR SERVICE OR EXPENSE (Include full date)	PAYMENT REFERENCE (CHECK#, PO#, JT#, etc.)	PURCHASE AMOUNT	Equipment FEMA AEL# (N/A if equipment was not purchased)
1	Ex: Electric Company	Monthly Utilities for July 2021	8/5/21	CK# 1001	$ 300.00	N/A
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
				TOTAL	**$ 300.00**	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2021-2022 EMPA agreement.

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA
DIVISION FORM 2B - DETAIL OF CLAIMS
SALARIES AND BENEFITS COSTS

SALARY DEFINITION: The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

RECIPIENT: Florida County **CLAIM #:**

DOES THIS CLAIM FOR REIMBURSMENT INCLUDE ANY INCENTIVES OR SPECIAL PAY?	
Note: If this claim includes incentives or special pay, please provide the Division with the written established policy for support	

	EM EMPLOYEE NAME	EM POSITION TITLE	% TIME CHARGED TO EMPA	SALARY	FRINGE BENEFITS
1	Ex: Jane Doe	EM Planner	50%	$ 5,000.00	$ 1,200.00
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
			TOTALS	**$ 5,000.00**	**$ 1,200.00**
				TOTAL	**$ 6,200.00**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2021-2022 EMPA agreement.

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA
LOCAL BUDGET MATCH REQUIREMENT
DIVISION FORM 3 - LOCAL BUDGET MATCH

RECIPIENT	2021-2022 LOCAL (10/1/21-9/30/22)	2020-2021 LOCAL (10/1/20-9/30/21)	2019-2020 LOCAL (10/1/19-9/30/20)	2018-2019 LOCAL (10/1/18-9/30/19)	AVERAGE (PREVIOUS 3 YEARS)	LOWEST AVERAGE VS PREVIOUS YEAR	% 2020-2021 VS AVERAGE	$ CHANGE 2020-2021 VS AVERAGE	$ CHANGE 2020-2021 VS 2019-2020
Florida County	$100,000	$95,000	$90,000	$85,000	$90,000	AVERAGE	10%	$10,000	$5,000

This form is to be completed and sent when the Local County Budget is approved or by the end of the first quarter. Required with this form the recipient shall provide a copy of the current Emergency Management Local Budget (General Revenue) with the approved buget date. If the Recipient's county's current budget is lower than the last year or the average of the last three previous years, the county is required to request a waiver from the Division no later than forty-five (45) days after the county budget is approved.

RULE 27P-19, FLORIDA ADMINISTRATIVE CODE

(1) Base Grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower. County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by Section 252.38, F.S., shall not be included in determining the "level of county funding of the County Emergency Management Agency." Each county shall certify compliance with this rule chapter and this rule, as a condition precedent to receipt of funding.

(2) If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days after the county budget has been approved or by the first quarter by the governing body of the jurisdiction, or the opportunity to request shall be waived.

REQUIRED CERTIFICATION BY AUTHORIZED REPESENTATIVE

I, _____, certify that the above match requirements have been met in accordance with the 2021-2022 EMPA Agreement and Rule 27P-19, Florida Administrative Code.

I, _____, certify that _____ (RECIPIENT'S COUNTY), will not meet the match requirement. Attached is the request for waiver.

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA
DIVISION FORM 4 - STAFFING DETAIL
COUNTY EMERGENCY MANAGEMENT AGENCY
ANTICIPATED SALARIES & BENEFITS

SUB-RECIPIENT:	FL COUNTY	**POINT OF CONTACT:**	Jane Doe, Planner	**PHONE/EMAIL:**	123-123-1234

EMPLOYEE INFORMATION				**LOCAL**		**STATE AND FEDERAL**						
#	Employee Name, Position Title & Area of Responsibility *(Preparedness, Response, Recovery, Mitigation & Finance* [1]	Approx. # of Hrs. per week Devoted to EM activities [2]	Annual Total Salaries & Benefits $ by Position [3]	% County General Fund (Local) [4]	% Other Local Funds [5]	% EMPA Base Grant (State) [6]	$ EMPA Base Grant (State) [7]	% EMPG Base Grant (Federal) [8]	$ EMPG Base Grant (Federal) [9]	% HMGP Planning Grant (State) [10]	% Other State or Federal Funds [11]	% Total All Funds [12]
1	Ex. Jane Doe, Director, ALL	40	$ 60,000.00			50%	$30,000.00	50%	$30,000.00			100%
2							$ -		$0.00			0%
3							$ -		$0.00			0%
4							$ -		$0.00			0%
5							$ -		$0.00			0%
6							$ -		$0.00			0%
7							$ -		$0.00			0%
8							$ -		$0.00			0%
9							$ -		$0.00			0%
10							$ -		$0.00			0%
11							$ -		$0.00			0%
12							$ -		$0.00			0%
13							$ -		$0.00			0%
14							$ -		$0.00			0%
15							$ -		$0.00			0%
16							$ -		$0.00			0%
17							$ -		$0.00			0%
18							$ -		$0.00			0%
19							$ -		$0.00			0%
20							$ -		$0.00			0%
						TOTAL	**$30,000.00**		**$30,000.00**			

DIRECTIONS:

1. In Column #1, list the name, position title and area of responsibility(s) for all Emergency Management staff, regardless if paid through grant funding.
2. In Column #2, enter the amount of anticipated hours worked per week for grant related activities for each EM position.
3. In Column #3, list total anticipated annual amount of Salaries and Benefits to be paid for each EM position.
4. In Columns #4-11, provide the funding distribution (% or $) in each applicable column.
5. Column #12 calculates the sum of percentages entered in Columns 4 - 11 and must equal 100% of the anticipated annual salaries and benefits per EM position.
6. Please provide to the Division updates or revisions to this form throughout the period of the agreement, as necessary.
7. This form is to be submitted to the Division along with the 1st Quarter submission, or by November 15, 2021, whichever occurs first.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA
DIVISION FORM 5-CLOSE-OUT REPORT

DIVISION FORM 5 - CLOSEOUT REPORT shall be completed and submitted to the Division no later than sixty (60) days after the termination date of the agreement. The 2021-2022 period of agreement ends on June 30, 2022. DIVISION Form 5 is due by August 30, 2022.

RECIPIENT: _____ **AGREEMENT#:** _____

POINT OF CONTACT: _____ **EMPA AWARD AMOUNT:** _____

PHONE/EMAIL: _____ **UNCLAIMED BALANCE:** _____

REIMBURSEMENTS RECEIVED BY THE RECIPIENT
(Include any advanced funds and final requested payment)

ALLOCATION CATEGORIES	ALLOCATIONS		DATE	AMOUNT
1. PLANNING	$ -			$ -
2. ORGANIZATION				
3. TRAINING				
4. EXERCISE				
5. EQUIPMENT				
6. MANAGEMENT AND ADMIN.				
$ -			$ -	

AWARD AMOUNT: $ -

(LESS ADVANCED FUNDS)

(LESS REIMBURSEMENTS) $ -

UNCLAIMED BALANCE OF AWARD $ -

In accordance with Rule 27P-19.011, Florida Administrative Code, base grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever is lower. Required with this form, the county needs to provide a copy of the current EM local budget (general revenue) and general ledger expenditure report as of 6/30/2022.

RECIPIENT	2021-2022 LOCAL	2020-2021 LOCAL	2019-2020 LOCAL	2018-2019 LOCAL	AVERAGE OF PREVIOUS 3 YEARS	2021-2022 EM LOCAL GENERAL REVENUE EXPENDITURES
Exmple: FL County						

SIGNATURE REQUIRED

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2021-2022 EMPA agreement.

SIGNATURE AND DATE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE: _____

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the agreement. Please submit this form and supporting documentation to: Florida Division of Emergency Management, 2555 Shumard Oak Blvd., Tallahassee, FL 32399, Attn: (Division Grant Manager)

BELOW TO BE COMPLETED BY DIVISION

SIGNATURE AND DATE: _____
DIVISION GRANT MANAGER

SIGNATURE AND DATE: _____
DIVISION PROGRAMMATIC REVIEWER

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPA BASE GRANT
DIVISION FORM 6 - TIME AND EFFORT

This form is required to accompany reimbursement claims for salaries charged to the grant.

EM EMPLOYEE NAME: _____ **QUARTERLY REPORTING PERIOD:** October 1 - December 31

PERIOD DATES: _____ **TO** _____ **CLAIM #:** _____

Ex: 10/01/2020-10/14/2021		Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY		S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	PLANNING								0								0	0
2	ORGANIZATION								0								0	0
3	TRAINING								0								0	0
4	EXERCISE								0								0	0
5	EQUIPMENT								0								0	0
6	MGMT & ADMIN								0								0	0
	DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
									PERIOD ONE TOTAL	0							PERIOD TWO TOTAL	0	0

Ex. 10/15/20-10/30/20		Week 3								Week 4								CATEGORY TOTALS
ALLOCATION CATEGORY		S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	PLANNING								0								0	0
2	ORGANIZATION								0								0	0
3	TRAINING								0								0	0
4	EXERCISE								0								0	0
5	EQUIPMENT								0								0	0
6	MGMT & ADMIN								0								0	0
	DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
									PERIOD ONE TOTAL	0							PERIOD TWO TOTAL	0	0

		Week 5								Week 6								CATEGORY TOTALS
ALLOCATION CATEGORY		S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	PLANNING								0								0	0
2	ORGANIZATION								0								0	0
3	TRAINING								0								0	0
4	EXERCISE								0								0	0
5	EQUIPMENT								0								0	0
6	MGMT & ADMIN								0								0	0
	DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
									PERIOD ONE TOTAL	0							PERIOD TWO TOTAL	0	0

		Week 7								Week 8								CATEGORY TOTALS
ALLOCATION CATEGORY		S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	PLANNING								0								0	0
2	ORGANIZATION								0								0	0
3	TRAINING								0								0	0
4	EXERCISE								0								0	0
5	EQUIPMENT								0								0	0
6	MGMT & ADMIN								0								0	0
	DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
									PERIOD ONE TOTAL	0							PERIOD TWO TOTAL	0	0

		Week 9								Week 10								CATEGORY TOTALS
ALLOCATION CATEGORY		S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	PLANNING								0								0	0
2	ORGANIZATION								0								0	0
3	TRAINING								0								0	0
4	EXERCISE								0								0	0
5	EQUIPMENT								0								0	0
6	MGMT & ADMIN								0								0	0
	DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
									PERIOD ONE TOTAL	0							PERIOD TWO TOTAL	0	0

		Week 11								Week 12								CATEGORY TOTALS
ALLOCATION CATEGORY		S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	PLANNING								0								0	0
2	ORGANIZATION								0								0	0
3	TRAINING								0								0	0
4	EXERCISE								0								0	0
5	EQUIPMENT								0								0	0
6	MGMT & ADMIN								0								0	0
	DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
									PERIOD ONE TOTAL	0							PERIOD TWO TOTAL	0	0

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2021-2022 EMPA agreement.

Employee Signature:	Date:	Supervisor Signature:	Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE FY22 EMPA FUND REVENUES AND APPROPRIATIONS

WHEREAS, Martin County has been awarded a State of Florida Division of Emergency Management State Funded Subgrant Agreement allocating $105,806 in Emergency Management Preparedness and Assistance grant funds; and

WHEREAS, Eligible activities for these funds are salaries and expenses relating to maintaining and enhancing county emergency management plans and programs.

WHEREAS, Appropriations of unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), F.S.;

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT THESE RECEIPTS AND APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
REVENUES:						
137111	4002	33420	000		$105,806.00	State Grants / Public Safety
TOTAL:					**$105,806.00**	
APPROPRIATIONS:						
137111	4002	01200	525		$23,000.00	Regular Salaries
137111	4002	03400	525		$35,000.00	Other Contractual Services
137111	4002	05200	525		$47,806.00	Operating Supplies
TOTAL:					**$105,806.00**	

DULY PASSED AND ADOPTED THIS 13th DAY OF JULY 2021

ATTEST:

Carolyn Timmann, Clerk of the Circuit Court and Comptroller

13-Jul-21 — Agenda Date
DEPT-1 — Item Number

Batch Number
Input Date

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Stacey Hetherington, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Sarah W. Woods, County Attorney

Office of Management and Budget - Supplemental Memo Attachments

Item #7 – PERMISSION TO ACCEPT THE EMERGENCY MANAGEMENT PERFORMANCE (EMPG) GRANT

DOCUMENTS REQUIRING ACTION:

- Grant Contract (4 copies)
- Budget resolution

FEDERALLY FUNDED SUBAWARD GRANT AGREEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.33

Sub-Recipient's name:	**MARTIN COUNTY**
Sub-Recipient's unique entity identifier (DUNS):	071304562
Federal Award Identification Number (FAIN):	EMA-2021-EP-00007
Federal Award Date:	10/01/2020 to 09/30/2023
Subaward Period of Performance Start and End Date:	**07/1/ 2021 – 06/30/2022**
Amount of Federal Funds Obligated by this Agreement:	**$79,775.00**
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	

Federal award project description (see FFATA): The purpose of the Emergency Management Performance Grant (EMPG) Program is to provide federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards, as authorized by Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Name of Federal awarding agency:	Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and Grant Program Directorate (GPD)
Name of pass-through entity:	Florida Division of Emergency Management
Contact information for the pass-through entity:	Chanda Jenkins (850) 815-4342
Assistance Listings Number:	97.042
Whether the award is Research & Development:	No (N/A)
Indirect cost rate for the Federal award:	

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **MARTIN COUNTY**, (hereinafter referred to as the "Sub-Recipient ").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. 2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

B. As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

C. As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

D. As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

E. As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

THEREFORE, Division AND Sub-Recipient agree to the following:

(1) SCOPE OF WORK

(a) Sub-Recipient shall perform the work in accordance with Scope of Work (Attachment A) and Proposed Budget Detail Worksheet (Attachment A (2)), of this agreement.

(2) INCORPORATION OF LAWS, REGULATIONS, AND POLICIES

(a) Sub-Recipient and Division shall be governed by all applicable State and Federal laws, rules, and regulations, including, but not limited to, those identified in Attachment E, Program Statement of Assurances. In addition, section 215.971, Florida Statutes applies to this Agreement because 2 C.F.R. §200.302 states in part: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds."

(3) PERIOD OF AGREEMENT

(a) This agreement period will begin on **July 01, 2021**, and will end on **June 30, 2022**, unless terminated earlier in accordance with provisions of this Agreement, including, but not limited to Paragraph (12) TERMINATION, of this Agreement.

(4) FUNDING CONSIDERATION

(a) This is a cost reimbursement agreement. Division shall reimburse Sub-Recipient for allowable costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **$79,775.00,** subject to legality of the expenditures, availability of funds, and appropriate budget authority.

(b) Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. The amount of advanced funds may not exceed the expected cash needs of Sub-Recipient within the first ninety (90) days of the term of this Agreement. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included with this Agreement as indicated in Attachment B, Justification of Advance Payment. Attachment B must specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of the funds.

(c) As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient , which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

(d) In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of Agreement.

(e) As required by section 215.971(2)(c), Florida Statutes, the Grant Manager shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report.

(5) REPORTS

Sub-Recipients shall provide Division with all required Reports, as set forth in Exhibit 1 – Audit Requirements, to this agreement.

(a) Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

(c) The Form 5 - Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A).

(e) The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Sub-Recipient shall provide additional reports and information identified in Quarterly Reports (Attachment A (3)). The necessary forms for completing Quarterly Reports are located in Attachment G, Reporting Forms.

(6) MONITORING

(a) Sub-Recipient is responsible for and shall monitor its performance under this Agreement. Sub-Recipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

(b) In addition to reviews of audits conducted in accordance with Exhibit 1 – Audit Requirements, monitoring procedures may include, but not limited to, desk reviews and on-site visits by Division staff, limited scope audits, and other procedures.

(7) SUBCONTRACTS

(a) Sub-Recipient shall not contract in furtherance of this Agreement prior to receiving Division's written confirmation that the proposed contract includes the following requirements:

i. Contractor is bound by all applicable State and Federal law and regulations;

ii. Contractor shall indemnify and hold Division and Sub-Recipient harmless against all claims of whatever nature arising out of or related to the contractor's performance of under this Agreement, to the extent allowed by law; and

iii. Prior to entering into a contract with any contractor to be paid from funds from this Agreement, Sub-Recipient shall submit to Division a completed Attachment C, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion to this Agreement.

(8) AUDITS

(a) Sub-Recipient 's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

(b) Sub-Recipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five State fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings through ligation or otherwise.

(c) If Sub-Recipient 's expenditures of State of Federal awards during its applicable fiscal year(s) require it to conduct an audit in accordance with Exhibit 1 – Audit Requirements, to this Agreement, such audit will comply with all applicable requirements of Exhibit 1 – Audit Requirements, to this Agreement, section 215.97, Florida Statues, and the Uniform Guidance as applicable, and Sub-Recipient shall ensure that all related party transactions are disclosed to the auditor.

(d) The reporting packages for required audits must be timely submitted in accordance with the requirements of Exhibit 1 – Audit Requirements, of this Agreement and the applicable laws, rules and audits of Federal awards conducted in accordance with Subparagraph (c) above.

(9) LIABILITY

(a) Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

(b) As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11) REMEDIES; however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

(a) Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

(c) Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information; or,

(d) The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient 's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

(e) Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or;

iv. Require the Sub-Recipient to reimburse the Division for costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination.

The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(13) PROCUREMENT

(a) The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

(b) As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

(c) As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

(d) Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

(e) Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

(f) The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(g) As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

(h) As required by 2 C.F.R. §200.319, the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

(i) Except in those cases where applicable Federal statutes expressly mandate or encourage otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

(j) The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(b)(1) as well as section 287.057(1)(a), Florida Statutes.

(k) The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. proposals) in accordance with 2 C.F.R. §200.320(b)(2) as well as section 287.057(1)(b), Florida Statutes.

(l) FEMA has developed helpful resources for Sub-Recipients when procuring with federal grant funds because Sub-Recipients must comply with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. These resources are generally *available at* https://www.fema.gov/procurement-disaster-assistance-team. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. FEMA provides the following hands-on resources for Recipients of federal funding:

i. 2018 PDAT Procurement Compliance Checklist for Public Assistance Applicants *available at* https://www.fema.gov/media-library-data/1569959172327-92358d63e00d17639d5db4de015184c9/PDAT_ProcurementChecklist_11-21-2018.pdf

ii. 2019 PDAT Contract Provisions Template *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf

(14) ATTACHMENTS AND EXHIBITS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 – Audit Requirements

Exhibit 2– Funding Sources

Exhibit 3– Single Audits

Attachment A – Scope of Work

Attachment A (1) – Allowable Costs and Eligible Activities – Budget Directions

Attachment A (2) – Proposed Budget Detail Worksheet

Attachment A (3) – Quarterly Reports

Attachment B – Justification of Advance Payment

Attachment C – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment D – Warranties and Representations

Attachment E – Statement of Assurances

Attachment F – Mandatory Contract Provisions

Attachment G – Certification Regarding Lobbying

Attachment H – Reporting Forms

(15) NOTICE OF CONTACT

(a) In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. All notices provided by Sub-Recipient under or pursuant to this Agreement shall be in writing to Division's Grant Manager and delivered by standard or electronic mail using the correct information provided in Subparagraph 15(b) below.

(b) The name and address of Division's Grant Manager for this Agreement is:

Contractual Point of Contact
Chanda Jenkins FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4342 Chanda.Jenkins@em.myflorida.com

(c) The name and address of Division's Programmatic Reviewer for this Agreement is:

Programmatic Point of Contact
N. Karla Brown FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4357 Naytoyla.Brown@em.myflorida.com

(d) The name and address of Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Name: Sally Waite
Title: Director
Address: 800 SE Monterey Road Stuart, Florida 34994
Phone: (772) 219-4942
Email: swaite@martin.fl.us

(e) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(16) PAYMENTS

(a) Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Justification of Advance Payment as Attachment B. Justification of Advance (Attachment B) will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(b) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient 's quarterly reporting as referenced in Paragraph (5) REPORTS of this Agreement.

(c) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under Paragraph (4) FUNDING CONSIDERATION of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(17) REPAYMENTS

(a) All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(b) In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(18) MANDATED CONDITIONS AND OTHER LAWS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient , cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient .

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(e) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(f) Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in Paragraph (18)(f)(ii) of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(g) If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

(h) In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment C) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

(i) The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

(j) If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(k) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(l) Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

(m) The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5),Florida Statutes., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(19) FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

(a) 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

(b) Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

(c) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(d) The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of

a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

v. If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors, as applicable, shall sign Attachment L – Certification Regarding Lobbying.

(20) COPYRIGHT, PATENT, AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB- RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (20)(b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(d) If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(21) LEGAL AUTHORIZATION

(a) The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(22) STATEMENT OF ASSURANCES

(a) The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

(23) RECORDS

(a) As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient 's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

(b) As required by 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits,

examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient 's personnel for the purpose of interview and discussion related to such documents.

(c) As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2CFR 200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of 3 years from the date of submission of the final expenditure report. The following are the only exceptions to the 3-year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(d) In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

(e) In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

(f) As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

(g) Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic

requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient 's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(h) Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

(i) The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A) and all other applicable laws and regulations.

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 CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(24) TERMS AND CONDITIONS

(a) This Agreement contains all the terms and conditions agreed upon by the parties.

(25) EXECUTION

(a) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(26) MODIFICATION

(a) Either Party may request modification of the provisions of this agreement. Modifications of provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

(27) EQUAL OPPORTUNITY EMPLOYMENT

(a) In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job

functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal

opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

(c) The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

(d) The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient ; and refer the case to the Department of Justice for appropriate legal proceedings.

(28) COPELAND ANTI-KICKBACK ACT

(a) The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(29) CONTRACT WORK HOURS AND SAFETY STANDARDS

(a) If the Sub-Recipient , with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(30) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

(a) If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(31) SUSPENSION AND DEBARMENT

(a) If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(32) BYRD ANTI-LOBBYING AMENDMENT

(a) If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If the Sub-Recipient enters into a contract with a subcontractor for an award of $100,000 or more, the subcontractor shall sign Attachment L – Certification Regarding Lobbying.

(33) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

(a) If the Sub-Recipient , with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.

(b) The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

(c) The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

(d) The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

STATE OF FLORIDA

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

FEDERALLY FUNDED RECIPIENT AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date set forth below.

SUB-RECIPIENT: MARTIN COUNTY

By: _____

Stacey Hetherington, Chair

Name and Title

Date: _____

59-6000743

ATTEST:

_____
Carolyn Timmann,
Clerk of the Circuit Court and Comptroller

Martin County Board of County Commissioners

_____
Stacey Hetherington, Chair

Approved as to Form & Legal Sufficiency:

_____
Sarah W. Woods, County Attorney

Federal Identification Number

071304562

DUNS Number

G0303

Agreement Number

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

_____

Kevin Guthrie, Division Director

Date: _____

EXHIBIT 1 – AUDIT REQUIREMENTS

The administration of resources awarded by Division to the Sub-Recipient may be subject to audits and/or monitoring by Division as described in this section.

MONITORING

Monitoring visits are performed to confirm grant requirements are being fulfilled to ensure correct and accurate documentation is being generated and to assist with any questions or concerns Sub-Recipient's may have related to the grant. Sub-Recipient's will be monitored programmatically and financially by Division to ensure that all grant activities and project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

On-site monitoring visits will be performed according to Division schedules, as requested, or as needed. At minimum, Sub-Recipient's will receive monitoring from Division once per year. If an on-site visit cannot be arranged, the Sub-Recipient may be asked to perform desk review monitoring. Additional monitoring visits may be conducted throughout the period of performance as part of corrective action when Sub-Recipients are demonstrating non-compliance.

(a) The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in the Proposed Budget Detail Worksheet Attachment A(2) and Scope of Work (Attachment A) to this Agreement and reported in Quarterly Reports (Attachment A(3)).

(b) In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. If the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

AUDITS

The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

When conducting an audit of the Sub-Recipient 's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

(a) The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient 's fiscal year.

(b) The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(c) The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

(d) The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

REPORTS

(a) Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

(c) The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Sub-Recipient shall provide additional reports and information identified in Quarterly Reports (Attachment A(3)).

II. **COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Federal Program:

1. C.F.R. 200, Uniform Administrative Requirements for Federal Grants
2. Appendix "H", FEMA Preparedness Grants Manual, FEMA Grant Program Directorate, dated February 2021
3. The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2021 Emergency Management Performance Grant Program (EMPG)

STATE RESOURCES AWARDED TO THE SUB-RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: N/A

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: N/A

FY 2021 - 2022 EMPG AGREEMENT
EXHIBIT 3 – SINGLE AUDITS

AUDIT COMPLIANCE CERTIFICATION	
Email a copy of this form at the time of agreement submission to the Division at: DEMSingle_Audit@em.myflorida.com.	
Sub-Recipient: MARTIN COUNTY	
FEIN: 59-6000743	**Sub-Recipient 's Fiscal Year: 2021**
Contact Name: SALLY WAITE	**Contact's Phone: (772) 219-4942**
Contact's Email: SWAITE@MARTIN.FL.US	

1. Did Sub-Recipient expend the State Financial Assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Sub-Recipient and the Florida Division of Emergency Management (FDEM)? [X] Yes [ ] No

If the above answer is yes, answer the following before proceeding to item 2.

Did Sub-Recipient exceed $750,000 or more of State financial assistance (from Division and all other sources of State financial assistance combined) during its fiscal year? [ ] Yes [ ] XNo

If yes, Sub-Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Sub-Recipient expend Federal awards during it fiscal year that it received under any agreement (e.g. contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Sub-Recipient and Division? [X] Yes [ ] No

If the above answer is yes, answer the following before proceeding to item 2.

Did Sub-Recipient exceed $750,000 or more of State financial assistance (from Division and all other sources of State financial assistance combined) during its fiscal year? [ ] Yes [X] No

If yes, Sub-Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.

By signing below, I certify, on behalf of Sub-Recipient, that the above representations for items 1 and 2 are correct.

Signature of Authorized Representative	**Date**
Printed Name of Authorized Representative	**Title of Authorized Representative**

FY 2021 - 2022 EMPG AGREEMENT
ATTACHMENT A – SCOPE OF WORK

I. GENERAL POLICY

The EMPG Program contributes to the implementation of the National Preparedness System by supporting the building, sustaining, and delivery of core capabilities. The intent of the EMPG Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State and Local Comprehensive Emergency Management Plans and Chapter 252, Florida Statutes.

Sub-Recipient shall designate an individual, referred to by Division as the Grant Manager, who will be responsible for ensuring that the following activities are adhered to:

- **Planning;**
- **Organization;**
- **Equipment;**
- **Training;**
- **Exercise; and**
- **Management and Administration**

II. SUB-RECIPIENT RESPONSIBILITIES

Sub-Recipient shall support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the National Preparedness Goal.

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/emergencies. Each Emergency Management staff person must work the number hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.

TASKS AND DELIVERABLES:

The Sub-Recipient must successfully complete the following tasks and deliverables throughout the period of performance. Quarterly Tasks (Form1B) will need to be provided each quarter to show completion or progress towards the completion of each task.

TASK 1: MATCH

A. QUARTERLY MATCH

The EMPG agreement has a requirement of **50% Federal share and 50% Sub-Recipients share** of the total award amount. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. To meet matching requirements, the Sub-Recipient contributions **must** be reasonable, allowable, allocable, and necessary under the grant program and **must** comply with all Federal requirements and regulations.

Note: An Interim Final Rule indicates that Treasury's ARPA funding is being treated as a grant, and as such cannot be used for cost share purposes. Other Restrictions on Use Payments from the Fiscal Recovery Funds are also subject to pre-existing limitations provided in other Federal statutes and regulations and may not be used as non-Federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements.

In order to demonstrate successful completion of task 1 for quarter 1-4, the Recipient must submit the following items in the Division's Salesforce system:

DELIVERABLES

- Provide Quarterly Match **Form 3A** to identify the non-federal match amount;
- Supporting documentation is required if the federal obligation exceeds the EMPA award amount or you are using local funds to satisfy the match requirement. If using EMPA as match, no additional supporting documentation is required;

Reporting Requirements;

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	**Deliverables Due**	**Deliverables Due**	**Deliverables Due**

Supporting Documentation: Invoices, receipts, paystubs, certified timesheets, earning statements, cancelled checks, credit card statements, bank statements for proof of payment at least equal to the amount of reimbursement requested for that quarter.

TASK 2: BUILDING AND SUSTAINING CORE CAPABILITIES

A. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) IMPLEMENTATION

In accordance with the (HSPD)–5, Management of Domestic Incidents, the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance through grants, contracts, and other activities. NIMS provides a common approach to state and national response that enables responders at all levels to work together more effectively to manage domestic incidents a core set of guidelines, standards, and protocols for command and management, preparedness, and communications in emergency situations.

All Sub-Recipients must certify that they are NIMS compliant or working towards compliance and will furnish documentation upon request. All Sub-Recipients are required to complete and submit the NIMS Data Collection Worksheet _Local compliance annually.

In order to demonstrate successful completion of task 2 for quarter 2, the Recipient must submit the following items to the Bureau Chief of Preparedness:

DELIVERABLES

- NIMS Data Collection Worksheet Local, provided by the Preparedness Bureau, in the month of September, will be submitted electronically by **December 01, 2021,** to the Bureau Chief of Preparedness;

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
NA	**Deliverables Due**	**NA**	**NA**

Supporting Documentation: The NIMS Data Collection Worksheet_ Local.

B. LOGISTICS PLANNING – DISTRIBUTION MANAGEMENT PLAN

Continuing the requirement from 2020, counties will begin an update of its' Logistics Plan, a component to their existing Local Comprehensive Emergency Management Plan (CEMP). The Logistics plan, for this agreement cycle, should focus on the distribution of commodities and supplies such as food, water, generators, and tarps to survivors following a disaster.

Section 252.35 (2)(g), Florida Statutes, requires the Department to:

- Ascertain the requirements of the state and its political subdivisions for supplies and equipment of all kinds in the event of a disaster; and

- Plan for and either procure supplies, medicines, materials, and equipment or enter into memoranda of agreement or open purchase orders that will ensure their availability.

Completion of this requirement ensures statewide resource requirements are identified.

In order to demonstrate successful completion of task 2 for quarter 4, the Recipient must submit the following items to the Division Logistics Section:

DELIVERABLES

- Provide the updated Logistics Plan Component addressing the following:
  - Resource Ordering
  - Distribution Methods
  - Inventory Management
  - Staging areas
  - Transportation
  - Demobilization

Reporting Requirements (Quarter 4).

Quarter 1	Quarter 2	Quarter 3	Quarter 4
NA	NA	NA	Deliverables Due

Supporting Documentation: Submission of draft plan for review by Division Logistics Section no later than June 30, 2022.

TASK 3: VALIDATING CAPABILITIES

A. INTEGRATED PREPAREDNESS PROGRAM (IPP)

The Sub-Recipient shall develop and maintain an Integrated Preparedness Program (IPP) that identifies a combination of exercises and associated training requirements that address priorities and build gaps identified in the Integrated Preparedness Program Workshop (IPPW) and builds from training gaps identified in the county assessment process.

The IPP is designed to consolidate the training and exercise that will be undertaken by any and all stakeholders within the State of Florida in an effort to maximize opportunities to coordinate, collaborate, and improve effectiveness of each stakeholder's (the Whole Community) capacity/capability when responding or assisting in the response to, recovery from, and mitigation of impacts from any of the "All Hazards" threats. Training and exercises play a crucial role in this strategy, providing the State with a means of attaining, practicing, validating, and improving core capabilities.

In order to demonstrate successful completion of task 3 for quarter 4, the Recipient must submit the following items to the Staff Development Training Consultant:

DELIVERABLES

- The County 2023-2025 IPP by **February 1, 2022** and submit to Ivy Baker, Staff Development Training Consultant at email: Ivy.Baker@em.myflorida.com Phone: (850) 815-4306.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
NA	NA	Deliverables Due	NA

Supporting Documentation: Submission of IPP by Division Training and Exercise Section not later than February 1, 2022.

B. TRAINING AND EXERCISE

Training and Exercise activities must enhance the capabilities of emergency management personnel, including establishing, supporting, conducting, and attending training deliveries. Training activities should align to a current, IPP developed through an annual IPPW and should reflect efforts to address training capabilities gaps.

In addition to training activities aligned to and addressed in the IPP, all EMPG funded personnel must complete the following training requirements and record proof of completion:

- NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version), and Professional Development Series (PDS); or Emergency Management Professionals Program (EMPP) Basic Academy.

Exercises play a vital role in national preparedness by enables whole community stakeholders to test and validate plans and capabilities and identify both capability gaps and areas for improvement.

Exercises also test capabilities, familiarize emergency management personnel with role and responsibilities, foster meaningful interaction and communication across organizations. Exercises bring together and strengthen the whole community in its efforts to prevent, protect against, mitigate, respond to, and recover from all hazards.

In order to demonstrate successful completion of task 3 for quarter 1-4, the Recipient must submit the following items to the Divisions Salesforce system:

DELIVERABLES

- The Division **Form 4** - Staffing Detail for all funded EMPG personnel;
- Training transcripts for funded EMPG personnel listed on the Division **Form 4** – Staffing Detail. If certificates are uploaded into SERT TRAC, Grant Manager will request a copy of the transcript from the Training and Exercise Unit (T&E);
- Provide sign in sheet or certificate or participation in at least three (3) exercises for funded EMPG personnel during the period of performance
- Provide the percentage of completed training and exercise activities listed on the current IPP;

Reporting Requirements

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	Deliverables Due	Deliverables Due	Deliverables Due

NOTE: Additional course completion documentation is required only if; new personnel are listed on the Staffing Detail Form.

ALLOWABE COSTS AND ELIGIBLE ACTIVITIES – BUDGET DIRECTIONS

I. CATEGORIES AND ELIGIBLE ACTIVITIES

The 2021 EMPG Funding Guidance allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration.**

A. PLANNING

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPG Program funds may be used to develop or enhance emergency management planning activities. Some examples include, but not limited to:

- Emergency Operation Plans/ Local Comprehensive Emergency Management Planning
- Communications Plans
- Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Sheltering and Evacuation Planning
- Recovery Planning
- Continuity Plans

Planning Costs Supporting Documentation:

- Copies of completed plan, contracts, Memorandum of Understanding or agreements with consultants or sub-contractors providing services and documenting hours worked and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.

B. ORGANIZATION

EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Personnel costs, including salary, overtime and backfill, compensatory time off, and associated fringe benefits are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

Eligible **"Organization Cost"** items include, but are not limited to:

- Salaries and Fringe Benefits
  - Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports).
  - Position descriptions for funded EMPG personnel and any position being used as match;
- Utilities (electric, water and sewage)
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)
- Office Supplies/Materials
- IT Software Upgrades
- Memberships

- Publications
- Postage
- Storage
- **Other Personnel/Contractual Services**
  - Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
    - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.
- **Maintenance and Enhancement**
  - Major repairs to the County Emergency Operations Center (Need prior EHP approval)
  - Central Heat/Air (Need prior EHP approval)
  - Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
  - Security Improvements (i.e. Cameras and equipment to operate)
  - Generators and Installation (Need prior EHP approval)

Maintenance and Sustainment:
The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide Sub-Recipients the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be in: (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants, located at: http://www.fema.gov/media-library/assets/documents/32474.

Organization Costs Supporting Documentation
If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Expense items need to have copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).

The Quarterly Tasks (**Form 1B**) is due every quarter with the quarterly financial report. This is to identify emergency management personnel, all EMPG funded employees and the completion of the required tasks and deliverables as outlined in the scope of work during the agreement period.

C. EQUIPMENT

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at https://www.fema.gov/authorized-equipment-list. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical**,** Biological**,** Radiological**,** Nuclear**,** and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles can be procured in order to carry out the responsibilities of the EMPG Program. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Grant Manager for clarification.

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Requirements for Small Unmanned Aircraft System

All requests to purchase Small Unmanned Aircraft System (SUAS) must comply with Information Bulletin (IB) 426 and must include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties in the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment.

Funding for Critical Emergency Supplies

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPG. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over $100,000.

Equipment Acquisition Costs Supporting Documentation

- Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.
- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

Unauthorized Equipment - Related Costs

- Unallowable Equipment: Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Expenditures for weapons systems and ammunition.

D. TRAINING

EMPG Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current IPP developed through an annual Integrated Preparedness Program Workshop (IPPW). Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

All EMPG-funded personnel are expected to be trained emergency managers. In addition to training activities aligned to and addressed in the IPP, all EMPG -funded personnel (including full- and part-time state, local, tribal, and territorial (SLTT) recipients and Sub-Recipients) shall complete the following training requirements and record proof of completion:

(1) NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version) AND;

(2) Professional Development Series (PDS) OR the Emergency Management Professionals Program (EMPP) Basic Academy listed in the chart below.

Professional Development Series or Basic Academy		
PDS **Professional Development Series**		**Basic Academy** **Basic Academy Pre-requisites and Courses**
IS-120.a An Introduction to Exercises		IS-100 (any version) Introduction to the Incident Command System
IS-230.d Fundamentals of Emergency Management		IS-700 (any version) National Incident Management System (NIMS)-An Introduction
IS-235.b Emergency Planning		IS-800 (any version) National Response Framework, An Introduction
IS-240.b Leadership and Influence	**OR**	IS-230.d Fundamentals of Emergency Management
IS-241.b Decision Making and Problem Solving		E/L101 Foundations of Emergency Management
IS-242.b Effective Communication		E/L102 Science of Disasters
IS-244.b Developing and Managing Volunteers		E/L103 Planning Emergency Operations
		L-146 HEEP
		E/L105 Public Information & Warning

Additional types of training or training related activities include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- State-approved, locally sponsored CERT training
- Mass evacuation training at local, state, and tribal levels

For training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Division State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

When conducting an exercise that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than 25 days prior to the event to allow for both the Division

and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Allowable training-related costs include the following:

- **Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

Conferences

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion, and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

For travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient's successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. *See* section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state"). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:
$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.).
$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.).
$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).
Section 112.061(a), Florida Statutes, establishes the per diem amounts.
All travelers are allowed: The authorized per diem for each day of travel; or, If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed $20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates

The Division shall not reimburse for any meal allowance that exceeds $6 for breakfast, $11 for lunch, or $19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see https://www.gsa.gov/portal/content/104877).

Hotel Accommodations

- A traveler may not claim per diem or lodging reimbursement for overnight travel within 50 miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.
- Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed $150 per night.

Training Costs Supporting Documentation

- Copies of contracts or agreements with consultants providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment.
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPG activities:

- Copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference;
- Copies of Conferences must be providing an agenda. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient 's written travel policy; and participation of the individual in the travel is necessary to the Federal award.

E. EXERCISES

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's THIRA for the core capabilities needed to address its greatest risks. Exercise priorities should align to a current Integrated Preparedness Program (IPP) developed through an annual Integrated Preparedness Program Workshop (IPPW).

Allowable Exercise-Related Costs

- **Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part–time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the Sub-recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized Exercise - Related Costs

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage;
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

Exercise Costs Supporting Documentation

- Copies of contracts, MOUs or agreements with consultants or sub-contractors providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment;
- Copies of Exercise Plan (EXPLAN), After-Action Report/Improvement Plan (AAR/IP) and sign in sheets for conducted exercises (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Exercise Planner verifying attendance).

F. MANAGEMENT AND ADMINSTRATIVE (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Management and Administrative Costs Supporting Documentation

- Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports);
- Costs for M&A activities are allowed up to 5% of the total award amount.

II. OTHER CRITICAL INFORMATION

A. INDIRECT COSTS

Indirect cost is allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Sub-Recipients with a negotiated cost rate agreement that desire to charge indirect costs to an award must provide a fully executed copy of their negotiated indirect cost rate agreement at the time of application. Sub-Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at time of application. Post-award requests to charge indirect cost will be considered on case-by-case basis and based upon the submission of an agreement or proposal.

B. ENVIRONMENTAL PLANNING AND HISTORIC PRESRVATION (EHP) COMPLIANCE

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipient's proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review.
Additionally, all Sub-Recipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. The EHP screening form is located https://www.fema.gov/media-

library/assets/documents/90195, and further EHP guidance can be found at https://www.fema.gov/media-library/assets/documents/118323.

C. CONSTRUCTION AND RENOVATION

Construction and renovation projects for a state, local, territorial, or Tribal government's principal Emergency Operations Center (EOC) as defined by the State Administrative Agency are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (located in the Related Documents tab of the EMPG grants.gov posting) to their Regional EMPG Manager for review. Additionally, recipients are required to submit a SF-424C Form and Budget detail citing the project costs.

When applying for funds to construct communication towers Sub-Recipients must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to Grants Program Directorate (GPD) prior to submitting materials for EHP review. Sub-Recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the Sub-Recipient believes an Environmental Assessment (EA) may be needed, as defined in as defined in DHS Instruction Manual 023-01-001-01, Revision 01, FEMA Directive 108-1 and FEMA Instruction 108-1-1, must also be identified to the FEMA EMPG Regional Program Manager within six months of the award, and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG Program Sub-Recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. §§ 3141 *et seq*.). Grant Sub-Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website: https://www.dol.gov/whd/govcontracts/dbra.htm

In general, Sub-Recipients should consult with their Grant Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

D. PROCUREMENT

All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- Any local procurement policy.

Per 2 CFR 200.318 through 200.326, Sub-Recipients are required to adhere to certain procurement standards for entering contracts for personnel or services. This includes full and open competition, methods of procurement to follow, federal or passthrough entity review, and including federal provisions intro contracts.

E. FINANCIAL CONSEQUENCES

If a recipient fails to comply with the terms and conditions of the State award, the Division may terminate the award in whole or part. If the noncompliance can be corrected, the Division may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the

noncompliance cannot be correct or the recipient is nonresponsive, one or more of the following steps may be taken:

(1) Temporarily withhold payments pending correction of the deficiency by the recipient.

(2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(3) Wholly or partly suspend or terminate the award.

(4) Take other remedies that may be legally available.

FY 2021 - 2022 EMPG AGREEMENT
ATTACHMENT A (2)
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET

Funding from the Emergency Management Performance Grant (EMPG") is intended for use by the Sub-Recipient to perform eligible activities as identified in the Fiscal Year 2020 Notice of Funding Opportunity (NOFO) and must be consistent with 2 C.F.R. Part 200 and Chapter 252, Florida Statutes.

The "Proposed Program Budget Detail Worksheet" serves as a guide for both the Sub-Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Sub-Recipient shall complete the "Proposed Program Budget Detail Worksheet" listed below. If the Sub-Recipient fails to complete the "Proposed Program Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Sub-Recipient may change the allocation amounts in the "Proposed Program Budget Detail Worksheet." If the Sub-Recipient changes the "Proposed Program Budget Detail Worksheet", then the Sub-Recipient 's quarterly report must include an updated "Proposed Program Budget Detail Worksheet" to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

SUB-RECIPIENT: **MARTIN, COUNTY OF**
AGREEMENT: **G-0303**

1. PLANNING	$
2. ORGANIZATION	$
3. EQUIPMENT	$
4. TRAINING	$
5. EXERCISE	$
6. MANAGEMENT AND ADMINISTRATION	$
7. TOTAL AWARD	**$79,775.00**

FY 2021-2022 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**
Emergency Operations Plan			
Salaries and Fringe Benefits			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			**$**
Allowable Organization Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Utilities (electric, water and sewage)			

Service/Maintenance agreements			
Supplies/Materials			
Memberships			
Publications			
Postage			
Storage			
TOTAL ORGANIZATION EXPENDITURES			**$**
Allowable Equipment Acquisition Costs	**Quantity**	**Unit Cost**	**Total Cost**
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			
TOTAL EQUIPMENT EXPENDITURES			**$**
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Develop, Deliver Training			
Workshops and Conferences			
Certification/Recertification of Instructors			

Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			**$**
Allowable Exercise Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			
Allowable Management and Administration Costs ***(Up to 5% of total award)***	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			
TOTAL EXPENDITURES			**$79,775.00**

REVISION DATE: _____

Sub-Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than 30 days after the end of each quarter of the program year and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31, and June 30.

Reporting Period	Report due to Division no later than
July 1 through September 30	October 30
October 1 through December 31	January 30
January 1 through March 31	April 30
April 1 through June 30	July 30

A. The Quarterly Tasks Form 1B is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) as well as quarterly deliverables during the agreement period. The necessary reporting forms are found in Attachment G, Reporting Forms.

B. The Quarterly Match Form (Form 3A) is due each quarter for Sub-Recipients to identify funds being used to match the federal obligation. If the federal obligation exceeds EMPA or using local funds supporting documentation is required. The Sub-Recipient must identify the non-federal match on Form 3A and provide supporting documentation if applicable (i.e. invoices, cancelled checks, earning statements, payroll expense reports, credit card statements, bank statements, etc.). Cost-matching requirements must be in accordance with 2 C.F.R. 200.306. To meet matching requirements, the Sub-Recipient contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

C. The final Close Out report is due sixty (60) days after termination of this Agreement. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. invoices, canceled checks, earning statements, payroll expense reports, credit card statements, bank statements).

D. An administrative closeout may be conducted when a recipient is not responsive to the Division's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. FDEM will make three written attempts to collect required information before initiating an administrative closeout. If an award is administratively closed, FDEM may decide to impose remedies for noncompliance per 2 C.F.R. § 200.338, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

ATTACHMENT B
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**Fiscal Year 2021 Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS:	
For example PROGRAM EXPENSES:	
TOTAL EXPENSES:	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include, but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

_____

_____

_____

_____

REQUESTS FOR ADVANCE PAYMENTS WILL BE CONSIDERED ON A CASE BY CASE BASIS

Signature of Sub-Recipient/Subcontractor's Authorized Official Date: _____

_____

Name and Title of Sub-Recipient/Subcontractor's Authorized Official

_____

FY 2021 - 2022 EMPG AGREEMENT
ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Sub-Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient 's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By:_____ _____

Signature Sub-Recipient 's Name

_____ _____

Name and Title Division Contract Number

_____

Street Address

_____

City, State, Zip

_____

Date

ATTACHMENT D
WARRANTIES AND REPRESENTATIONS

Financial Management

Sub-Recipient 's financial management system must include the following:

(1) Accurate, current, and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.

(3) Effective control over and accountability for all funds, property, and other assets. Sub-Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

(1) All procurement transactions shall be done in a manner to provide open and free competition.

(2) Sub-Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements.

(3) Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Sub-Recipient, considering the price, quality, and other factors.

(4) Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Sub-Recipient. All bids or offers may be rejected when it is in the Sub-Recipient 's interest to do so.

Codes of Conduct.

Sub-Recipient warrants the following:

(1) The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

(2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.

(3) The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

(4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from (Monday) through (Friday), and from (times) (_8:00 am_____) to (____5:00 pm____).

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Sub-Recipient.

FY 2021 - 2022 EMPG AGREEMENT
ATTACHMENT E
STATEMENT OF ASSURANCES

The Sub-Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also, the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC 1501, et. seq.).

3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its Sub-Recipient's and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____

Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

FY 2021 - 2022 EMPG AGREEMENT
ATTACHMENT H- REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT

2021-2022 EMPG REPORTING FORMS

2021-2022 QUARTERLY REPORTING FORMS

QUARTERLY REPORTS INCLUDE: DIVISION Form 1A - Quarterly Financial Report, DIVISION Form 1B - Quarterly Tasks, DIVISION Forms 2A & 2B Detail of Claims and DIVISION Form 6 - Time and Effort (if applicable).

1. These forms are to be submitted to the Division each quarter.
2. Complete **Division Form 1A** - Quarterly Financial Report by entering all information needed to support the claim for reimbursement, sign and date. Include a descriptive narrative outlining quarterly progress, events, delays in the section provided.
3. Complete **Division Form 1B** - Quarterly Tasks to support that deliverables and tasks are being completed as required throughout the period of performance, sign and date.
4. The **Division Form 2A** - Detail of Claims & **Division Form 2B** - Detail of Claims (Salaries & Fringe) forms **must** accompany the **Division Form 1A** - Quarterly Financial Report each quarter.
5. The **Division Form 1A** - Quarterly Financial Report form must be signed by the grant manager or someone with equal authority.
6. Deliverables and Claims for reimbursement may be submitted via Salesforce or by email to the appropriate Division Grant Manager according to applicable region.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Division Grant Manager)

Division Form 3A - Quarterly Match:

1. The 2021-2022 EMPG agreement has a match requirement of 50% Federal share and 50% Sub-Recipient share of the total award amount. The Division Form 3A - Quarter Match Form shall be submitted to the Division each quarter to identify non-federal match amount. The Sub-Recipient must provide supporting documentation of matching funds (i.e. invoices, cancelled checks, credit card statements, earning statements, payroll registries, etc.), if using funds other then EMPA expenditures claimed for reimbursement. Cost-matching requirements shall be in accordance with 2 C.F.R. part 200.306. Match contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with applicable Federal requirements and regulations.

Division Form 4 - Staffing Detail:

1. List EMPG funded Emergency Management Agency staff. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution amount or percentage in each applicable column: local, state. federal, etc. This form is due with Quarter 1 submission or no later than October 30, 2021, whichever occurs first. Please provide the Division updates to this form as necessary.
2. Along with the Division Form 4 - Staffing Detail, please provide position descriptions for EMPG funded staff.
3. Along with the Division Form 4- Staffing Detail, please provide documented policies for any fringe benefits, incentives or special pay to be claimed through the grant.

Division Form 5 - Close Out Report:

1. The Division Form 5 - Close Out Report is due within sixty (60) days after the period of agreement ends. The 2021-2022 EMPG agreement has a match requirement of 50% Federal share and 50% Sub-Recipient share of the total award amount. If the the EMPG award is matched with EMPA and/or are less than the EMPA award, no additional back-up/supporting documentation is needed to be provided to the Division. However, if the EMPG award exceeds the EMPA award, or if the Sub-Recipient is not using EMPA expenditures for match, the appropriate back-up/supporting documentation shall be provided to the Division along with the Form 5 - Close Out Report (i.e. invoices, reciepts, cancelled checks, credit card and bank statements, earning statements, paystubs, etc.).
2. The agreement cannot be considered closed until the Division Form 5 - Close Out Report has been received and approved by the Division.

Division Form 6 - Time and Effort:

1. Provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort. The form must account for 100% of the hours claimed for reimbursement each quarter.

Training and Exercise Requirements for EMPG funded personnel

1. **All EMPG funded personnel** shall complete the following training requirements and record proof of completion: NIMS Training, FEMA Independent Study (IS) 100, IS 200, IS 700, and IS 800. In addition, personnel shall complete either the FEMA Independent Study courses identified in the FEMA Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other designated location. Participation in at least three (3) exercises for funded EMPG personnel during the period of performance.

Required documentation to support project expenditures:

1. Sub-Recipients shall maintain a grant/financial file with copies of supporting documentation for all paid project/program expenditures claimed during the grant period. Documentation of expenditures claimed for reimbursement through the grant will be reviewed and verified by Division staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, timesheets and payroll vouchers, journal transfers, credit card and bank statements, etc. These documents should be submitted when requesting reimbursement.
2. All claims for reimbursement shall be submitted on the approved Division Quarterly Financial Reporting forms. Claims not submitted on the proper forms or that are unsupported by proper documentation will not be processed and will be returned for additional support.
3. Please ensure that the documentation submitted for review is legible.
4. Please verify form calculations for accuracy before submitting to the Division for review each quarter.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT

DIVISION FORM 1A - QUARTERLY FINANCIAL REPORT

AGREEMENT #: _____ **CLAIM #:** 1

AWARD AMOUNT: _____ **QUARTER #:** 1

SUB-RECIPIENT: _____

COUNTY: _____

ADDRESS: _____

POINT OF CONTACT: _____

PHONE/EMAIL: _____

REPORTING FORMS DUE DATES (30 DAYS AFTER QUARTER)

1 - July 1 – Sept. 30, 2021 (Forms are due no later than October 30)

2 - October 1 – Dec. 31, 2021 (Forms are due no later than January 30)

3 - January 1 – March 31, 2022 (Forms are due no later than April 30)

4 - April 1 - June 30, 2022 (Forms are due no later than July 30)

EMPG ALLOCATION CATEGORIES	BUDGETED ALLOCATIONS	Q1 CLAIM	Q2 CLAIM	Q3 CLAIM	Q4 CLAIM	CUMULATIVE EXPENDED FUNDS	REMAINING BALANCE
1. PLANNING	$0.00					$0.00	$0.00
2. ORGANIZATION	$0.00					$0.00	$0.00
3. EQUIPMENT	$0.00					$0.00	$0.00
4. TRAINING	$0.00					$0.00	$0.00
5. EXERCISE	$0.00					$0.00	$0.00
6. MGMT AND ADMIN (up to 5%)	$0.00					$0.00	$0.00
TOTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

AMOUNT OF REIMBURSEMENT FOR THIS CLAIM: _____

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____ _____

AUTHORIZED REPRESENTATIVE **DATE**

QUARTERLY STATUS REPORT

Please report EM activities, meetings, training, exercises, or other necessary information to support quarterly progression.

THE SECTION BELOW IS TO BE COMPLETED BY THE DIVISION

AWARD AMOUNT	
PRIOR CLAIMS	
THIS CLAIM AMOUNT	
BALANCE OF AWARD	

DIVISION DATE RECEIVED STAMP

FY 2021 - 2022 EMPG AGREEMENT
ATTACHMENT H- REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT

DIVISION FORM 1B - QUARTERLY TASKS

SUB-RECIPIENT: _____

QUARTER: **July 1 - Sept. 30**

EMPG Emergency Management Personnel	NIMS IS 100				NIMS IS 200				NIMS IS 700				NIMS IS 800				Professional Development Series				OR	National Emergency Management Basic Academy			
EM Employee Name & Position Title	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4		QTR 1	QTR 2	QTR 3	QTR 4

ENTER DATE COMPLETED

DELIVERABLES/TASK REQUIREMENTS	**QTR 1**	**QTR 2**	**QTR 3**	**QTR 4**
T1: Submit Division Form 3A - Quarterly Match to identify the non-federal match amount. For those sub-recipients using local funds, supporting documentation is required with the form to support match amount reported **(Due Q1-Q4)**				
T2: NIMS Data Collection Worksheet_Local, provided by the Preparedness Bureau in the month of September, must be submitted electronically by December 1, 2021 to the Bureau Chief of Preparedness **(Due Q2)**				
T2: Submit a draft of the updated Logistics Plan for review by the Division's Logistics Section **by June 30, 2022**. **(Due Q4)**				
T3: Submit the County 2023-2025 IPP to Ivy Baker at Ivy.Baker@em.myflorida.com by **February 1, 2022 (Due Q3)**				
T3: Provide Division Form 4 - Staffing Detail for all funded EMPG personnel **(Due Q1, updates if necessary Q2-Q4)**				
T3: Provide training transcripts for EMPG funded personnel listed on Division Form 4 - Staffing Detail. If certificates are uploaded into SERT TRAC, the Division's Grant Manager will request a copy from the T&E Unit. **(Due Q1, updates if necessary Q2-Q4)**				
T3: Provide sign in sheet or certificate of participation in at least three (3) exercises for funded EMPG personnel during the period of performance. **(Due Q1-Q4)**				
T3: Provide the percentage of completed training and exercise activities listed on the current Integrated Preparedness Plan (IPP) **(Due Q1-Q4)**				

COMMENTS
Use for explanation that supports Training & Exercise progression.

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____

AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - EMPG BASE GRANT
DIVISION FORM 2A - DETAIL OF CLAIMS

SUB-RECIPIENT: _____ **INCURRED DATE RANGE:** Example: July 1 through Sept. 30, 2021

Please use separate Division Form 2A - Detail of Claims per allocation category. Please provide FEMA AEL numbers for EQUIPMENT expenditures ONLY.

Please provide a budget revision to the Division along with this form, if expenses being claimed are not allocated on the most recently approved budget.

Please include the Costs Incurred Date Range in the applicable cell above. This is usually the quarterly period; however, a Sub-Recipient may incorporate a larger date range to include a forgotten claim for reimbursement for a payment made the previous quarter (within the period of the agreement). This allowance does not circumvent the four (4) required reporting submissions.

ALLOCATION CATEGORIES

PLEASE SELECT FROM THE LIST BELOW

CATEGORY: **PLANNING**

#	VENDOR	DESCRIPTION OF SERVICE OR EXPENSE	DATE OF PAYMENT FOR SERVICE OR EXPENSE (Include full date)	PAYMENT REFERENCE # (CHECK #, PO, CC#, JT)	PURCHASE AMOUNT	FEMA AEL# (N/A if equipment was not purchased)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
				TOTAL	$ -	

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - EMPG BASE GRANT
DIVISION FORM 2B - DETAIL OF CLAIMS
SALARIES AND FRINGE BENEFITS

SALARY DEFINITION: The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

SUB-RECIPIENT: _____ **CLAIM#:** _____

DOES THIS CLAIM FOR REIMBURSMENT INCLUDE EXPENSES FOR ANY INCENTIVES OR SPECIAL PAY?	
Note: If this claim includes incentives or special pay, please provide FDEM with the written established policy for support.	

	EM EMPLOYEE NAME	EM POSITION TITLE	% OF TIME CHARGED TO EMPG	SALARY	FRINGE BENEFITS
1	Example: Jane Doe	EM Planner	50%	$ 5,000.00	$ 1,200.00
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
			TOTALS	**$ 5,000.00**	**$ 1,200.00**
				TOTAL	**$ 6,200.00**

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - EMPG BASE GRANT

DIVISION FORM 3A - Quarterly Match

SUB-RECIPIENT:		**CLAIM #:**	**1**
QUARTERLY REPORTING PERIOD:	**July 1 - Sept. 30**		

1. The 2021-2022 EMPG agreement has a match requirement of 50% Federal share and 50% Sub-Recipient share of the total award amount. Each quarter the Sub-Recipient must identify the non-federal match amount on the Quarterly Match Form 3A.

2. If the EMPG funds are being matched with 2021-2022 EMPA claimed expenditures, no additional back-up/supporting documentation is required to be submitted with this form.

3. If the 2021-2022 EMPG award exceeds the 2021-2022 EMPA award, or if the Sub-Recipient is not using EMPA claimed expenditures to fulfill the EMPG match requirement, appropriate back-up/supporting documentation must accompany this form to support fulfillment of the required match (i.e. invoices, receipts, paystubs, earning statements, cancelled checks, credit card and bank statements, etc.).

EMPG REPORTING			**AWARD AMOUNT:**	**$ 80,000.00**
	EMPG QUARTERLY CLAIM		**CUM. FUNDS EXPENDED**	**REMAINING BALANCE**
QUARTER 1			$0.00	$80,000.00
QUARTER 2			$0.00	$80,000.00
QUARTER 3			$0.00	$80,000.00
QUARTER 4			$0.00	$80,000.00
TOTAL EMPG CLAIMS	$0.00			

EMPA REPORTING			**AWARD AMOUNT:**	**$ 105,806.00**
	EMPA QUARTERLY CLAIM		**CUM. FUNDS EXPENDED**	**REMAINING BALANCE**
QUARTER 1			$0.00	$105,806.00
QUARTER 2			$0.00	$105,806.00
QUARTER 3			$0.00	$105,806.00
QUARTER 4			$0.00	$105,806.00
TOTAL EMPA CLAIMS	$0.00			

MATCH REPORTING			**REQUIRED MATCH AMOUNT:**	**$ 40,000.00**
	EMPA	**LOCAL** (General Revenue)	**LOCAL** (Other)	**OTHER** (Non-Federal)
QUARTER 1				
QUARTER 2				
QUARTER 3				
QUARTER 4				
TOTAL	$0.00	$0.00	$0.00	$0.00
			TOTAL MATCH	$0.00

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____

AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT
DIVISION FORM 4 - STAFFING DETAIL
EMERGENCY MANAGEMENT AGENCY ANTICIPATED SALARIES AND BENEFITS

SUB-RECIPIENT:	FL County	POINT OF CONTACT:	Jane Doe, Planner	PHONE/EMAIL:	123-123-1234

	EMPLOYEE INFORMATION			LOCAL		STATE AND FEDERAL					TOTAL	
	EM Employee Name, Position Title	# Hrs./Week Devoted to EM Activities	$ Total Salaries & Benefits by Position	% County General Fund (Local)	% Other Local Funds	% EMPA Base Grant (State)	$ EMPA Base Grant (State)	% EMPG Base Grant (Federal)	$ EMPG Base Grant (Federal)	% HMGP Planning Grant (State)	% Other State or Federal Funds	% Total All Funds
	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12]
1	EXAMPLE John Smith, Planner	40	$ 40,000.00	0%	0%	50%	$20,000.00	50%	$20,000.00	0%	0%	100%
2							$ -		$ -			0%
3							$ -		$ -			0%
4							$ -		$ -			0%
5							$ -		$ -			0%
6							$ -		$ -			0%
7							$ -		$ -			0%
8							$ -		$ -			0%
9							$ -		$ -			0%
10							$ -		$ -			0%
11							$ -		$ -			0%
12							$ -		$ -			0%
13							$ -		$ -			0%
14							$ -		$ -			0%
15							$ -		$ -			0%
16							$ -		$ -			0%
17							$ -		$ -			0%
18							$ -		$ -			0%
19							$ -		$ -			0%
20							$ -		$ -			0%
						TOTAL	$20,000.00		$20,000.00			

DIRECTIONS:

1. In Column #1, list the name and position title for funded EMPG Emergency Management staff.
2. In Column #2, enter the amount of anticipated hours worked per week for grant related activities for each EM position.
3. In Column #3, list total anticipated annual amount of Salaries and Benefits to be paid for each EM position.
4. In Columns #4-11, provide the funding distribution (% or $) in each applicable column.
5. Column #12 calculates the sum of percentages entered in Columns 4 - 11 and must equal 100% of the anticipated annual salaries and benefits per EM position.
6. Please provide to the Division updates or revisions to this form throughout the period of the agreement, as necessary.
7. This form is to be submitted to the Division along with the 1st Quarter submission, or by October 30, 2021, whichever occurs first.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
DIVISION FORM 5 - CLOSE-OUT REPORT

Division FORM 5 - CLOSEOUT REPORT shall be completed and submitted to the Division no later than sixty (60) days after the period of performance ends. The 2021-2022 period of performance ends on June 30, 2022. Division FORM 5 is due by August 30, 2022.

SUB-RECIPIENT: _____ **AGREEMENT #:** _____

POINT OF CONTACT: _____ **EMPG AWARD AMOUNT:** $ -

PHONE/EMAIL: _____ **UNCLAIMED BALANCE:** $ -

REIMBURSEMENTS RECEIVED BY THE SUB-RECIPIENT
(Include any advanced funds and final requested payment)

ALLOCATION CATEGORIES	EXPENDITURES		DATE	AMOUNT
1. PLANNING	$ -	1		$ -
2. ORGANIZATION	$ -	2		$ -
3. EQUIPMENT	$ -	3		$ -
4. TRAINING	$ -	4		$ -
5. EXERCISE	$ -	5		$ -
6. MANAGEMENT AND ADMIN.	$ -	6		$ -
$ -			$ -	

AWARD AMOUNT $ -

(LESS ADVANCED FUNDS) $ -

(LESS REIMBURSEMENTS) $ -

UNCLAIMED BALANCE OF AWARD $ -

The 2021-2022 EMPG agreement has a match requirement of 50% Federal and 50% Sub-Recipient share of the total award amount. If the EMPG award is being matched with EMPA, no additional back-up/supporting documentation is needed to be provided to the Division. If the EMPG award exceeds the EMPA award or using local funds for match, the appropriate back-up/supporting documentation for the match fulfillment shall be provided with this form (i.e. invoices, cancelled checks, earning statements, payroll registries, with amounts clearly identified).

TOTAL MATCH	EMPA	LOCAL (General Revenue)	LOCAL (Other)	OTHER (Non-Federal)

SIGNATURE REQUIRED

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE AND DATE: _____

AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE: _____

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.
Make checks payable to: Cashier, Florida Division of Emergency Management
Mail to: Florida Division of Emergency Management, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100, Attn: (Division Grant Manager)

BELOW TO BE COMPLETED BY FDEM:

SIGNATURE AND DATE: _____

Division Grant Manager

SIGNATURE AND DATE: _____

Division Programmatic Reviewer

FY 2021 - 2022 EMPG AGREEMENT
ATTACHMENT H- REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT
DIVISION FORM 6 - TIME AND EFFORT

This form is required to accompany reimbursement claims for salaries charged to the grant.

EMPLOYEE NAME: _____ **QUARTERLY REPORTING PERIOD:** October 1 - December 31

PERIOD DATES: 10/1/2021 **TO** 12/31/21 **CLAIM #:** _____

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION			4					4								0	4
2 MGMT & ADMIN					5			5			5	5				10	15
3								0								0	0
4								0								0	0
5								0								0	0
6								0				12				12	12
DAILY TOTALS	0	0	4	0	5	0	0		0	0	5	17	0	0	0		
								PERIOD ONE TOTAL 9								PERIOD TWO TOTAL 22	31

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION			4	5				9								0	9
2 MGMT & ADMIN								0	5	5						10	10
3								0								0	0
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	4	5	0	0	0		5	5	0	0	0	0	0		
								PERIOD ONE TOTAL 9								PERIOD TWO TOTAL 10	19

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION					4	5		9								0	9
2 MGMT & ADMIN								0		4		5				9	9
3								0								0	0
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	0	4	5	0		0	4	0	5	0	0	0		
								PERIOD ONE TOTAL 9								PERIOD TWO TOTAL 9	18

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION								0								0	0
2 MGMT & ADMIN				5				5		4						4	9
3								0								0	0
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	5	0	0	0		0	4	0	0	0	0	0		
								PERIOD ONE TOTAL 5								PERIOD TWO TOTAL 4	9

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION								0								0	0
2 MGMT & ADMIN						4		4								0	4
3								0			5					5	5
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	0	0	4	0		0	0	5	0	0	0	0		
								PERIOD ONE TOTAL 4								PERIOD TWO TOTAL 5	9

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION								0								0	0
2 MGMT & ADMIN				4		5		9								0	9
3								0		5						5	5
4								0				6				6	6
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	4	0	5	0		0	5	0	6	0	0	0		
								PERIOD ONE TOTAL 9								PERIOD TWO TOTAL 11	20

Employee Signature: **Date:** **Supervisor Signature:** **Date:**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE FY22 EMPG FUND REVENUES AND APPROPRIATIONS

WHEREAS, Martin County has been awarded a State of Florida Division of Emergency Management State Funded Subgrant Agreement allocating $79,775 in Emergency Management Preparedness and Assistance grant funds; and

WHEREAS, The Recipient shall perform the work in accordance with the Scope of Work and Budget, Attachment A and A(2) of this Agreement.

WHEREAS, Appropriations of unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), F.S.;

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT THESE RECEIPTS AND APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
REVENUES:						
127112	4002	33120	000		$79,775.00	Federal Grants / Public Safety
TOTAL:					**$79,775.00**	
APPROPRIATIONS:						
127112	4002	03400	525		$79,775.00	Other Contractual Services
TOTAL:					**$79,775.00**	

DULY PASSED AND ADOPTED THIS 13th DAY OF JULY, 2021

ATTEST:

Carolyn Timmann, Clerk of the Circuit Court and Comptroller

13-Jul-21 — Agenda Date
DEPT-1 — Item Number

Batch Number
Input Date

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Stacey Hetherington, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Sarah W. Woods, County Attorney

Office of Management and Budget - Supplemental Memo Attachments

Item #8– PERMISSION TO ACCEPT THE EMERGENCY MANAGEMENT PERFORMANCE (EMPG) GRANT AMERICAN RESCUE PLAN ACT (ARPA) SUPPLEMENTAL

DOCUMENTS REQUIRING ACTION:

- Grant Contract (4 copies)
- Budget resolution

FEDERALLY-FUNDED SUBAWARD GRANT AGREEMENT

EMERGENCY MANAGEMENT PERFORMANCE GRANT-AMERICAN RESCUE PLAN ACT (ARPA)

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.33:

Sub-Recipient's name:	**MARTIN COUNTY**
Sub-Recipient's unique entity identifier (DUNS):	071304562
Federal Award Identification Number (FAIN):	EMA-2021-EP-00006
Federal Award Date:	October 1, 2020
Subaward Period of Performance Start and End Date:	**7/1/2021 – 6/30/2022**
Amount of Federal Funds Obligated by this Agreement:	**$13,926.00**
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	**$13,926.00**

Federal award project description (see FFATA): The purpose of the Emergency Management Performance Grant (EMPG) Program is to provide federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards, as authorized by Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Name of Federal awarding agency:	Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and Grant Program Directorate (GPD)
Name of pass-through entity:	Florida Division of Emergency Management
Contact information for the pass-through entity:	Chanda Jenkins (850) 815-4342
Assistance Listings Number:	97.042
Whether the award is Research & Development:	No (N/A)
Indirect cost rate for the Federal award:	

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **MARTIN COUNTY**, (hereinafter referred to as the "Sub-Recipient ").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. 2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

B. As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

C. As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

D. As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

E. As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

THEREFORE, Division AND Sub-Recipient agree to the following:

(1) SCOPE OF WORK

(a) Sub-Recipient shall perform the work in accordance with Scope of Work (Attachment A) and Proposed Budget Detail Worksheet (Attachment A (2)), of this agreement.

(2) INCORPORATION OF LAWS, REGULATIONS, AND POLICIES

(a) Sub-Recipient and Division shall be governed by all applicable State and Federal laws, rules, and regulations, including, but not limited to, those identified in Attachment E, Program Statement of Assurances. In addition, section 215.971, Florida Statutes applies to this Agreement because 2 C.F.R. §200.302 states in part: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds."

(3) PERIOD OF AGREEMENT

(a) This agreement period will begin on **July 01, 2021**, and will end on **June 30, 2022**, unless terminated earlier in accordance with provisions of this Agreement, including, but not limited to Paragraph (12) TERMINATION, of this Agreement.

(4) FUNDING CONSIDERATION

(a) This is a cost reimbursement agreement. Division shall reimburse Sub-Recipient for allowable costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **$13,926.00,** subject to legality of the expenditures, availability of funds, and appropriate budget authority.

(b) Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. The amount of advanced funds may not exceed the expected cash needs of Sub-Recipient within the first ninety (90) days of the term of this Agreement. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included with this Agreement as indicated in Attachment B, Justification of Advance Payment. Attachment B must specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of the funds.

(c) As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient , which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

(d) In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of Agreement.

(e) As required by section 215.971(2)(c), Florida Statutes, the Grant Manager shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report.

(5) REPORTS

Sub-Recipients shall provide Division with all required Reports, as set forth in Exhibit 1 – Audit Requirements, to this agreement.

(a) Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

(c) The Form 5 - Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A).

(e) The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Sub-Recipient shall provide additional reports and information identified in Quarterly Reports (Attachment A (3)). The necessary forms for completing Quarterly Reports are located in Attachment G, Reporting Forms.

(6) MONITORING

(a) Sub-Recipient is responsible for and shall monitor its performance under this Agreement. Sub-Recipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

(b) In addition to reviews of audits conducted in accordance with Exhibit 1 – Audit Requirements, monitoring procedures may include, but not limited to, desk reviews and on-site visits by Division staff, limited scope audits, and other procedures.

(7) SUBCONTRACTS

(a) Sub-Recipient shall not contract in furtherance of this Agreement prior to receiving Division's written confirmation that the proposed contract includes the following requirements:

i. Contractor is bound by all applicable State and Federal law and regulations;

ii. Contractor shall indemnify and hold Division and Sub-Recipient harmless against all claims of whatever nature arising out of or related to the contractor's performance of under this Agreement, to the extent allowed by law; and

iii. Prior to entering into a contract with any contractor to be paid from funds from this Agreement, Sub-Recipient shall submit to Division a completed Attachment C, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion to this Agreement.

(8) AUDITS

(a) Sub-Recipient 's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

(b) Sub-Recipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five State fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings through ligation or otherwise.

(c) If Sub-Recipient 's expenditures of State of Federal awards during its applicable fiscal year(s) require it to conduct an audit in accordance with Exhibit 1 – Audit Requirements, to this Agreement, such audit will comply with all applicable requirements of Exhibit 1 – Audit Requirements, to this Agreement, section 215.97, Florida Statues, and the Uniform Guidance as applicable, and Sub-Recipient shall ensure that all related party transactions are disclosed to the auditor.

(d) The reporting packages for required audits must be timely submitted in accordance with the requirements of Exhibit 1 – Audit Requirements, of this Agreement and the applicable laws, rules and audits of Federal awards conducted in accordance with Subparagraph (c) above.

(9) LIABILITY

(a) Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

(b) As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11) REMEDIES; however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

(a) Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

(c) Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information; or,

(d) The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient 's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

(e) Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or;

iv. Require the Sub-Recipient to reimburse the Division for costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination.

The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(13) PROCUREMENT

(a) The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

(b) As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

(c) As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

(d) Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

(e) Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

(f) The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(g) As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

(h) As required by 2 C.F.R. §200.319, the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

(i) Except in those cases where applicable Federal statutes expressly mandate or encourage otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

(j) The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(b)(1) as well as section 287.057(1)(a), Florida Statutes.

(k) The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e., competitive proposals) in accordance with 2 C.F.R. §200.320(b)(2) as well as section 287.057(1)(b), Florida Statutes.

(l) FEMA has developed helpful resources for Sub-Recipients when procuring with federal grant funds because Sub-Recipients must comply with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. These resources are generally *available at* https://www.fema.gov/procurement-disaster-assistance-team. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. FEMA provides the following hands-on resources for Recipients of federal funding:

i. 2018 PDAT Procurement Compliance Checklist for Public Assistance Applicants *available at* https://www.fema.gov/media-library-data/1569959172327-92358d63e00d17639d5db4de015184c9/PDAT_ProcurementChecklist_11-21-2018.pdf

ii. 2019 PDAT Contract Provisions Template *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf

(14) ATTACHMENTS AND EXHIBITS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 – Audit Requirements

Exhibit 2– Funding Sources

Exhibit 3– Single Audits

Attachment A – Scope of Work

Attachment A (1) – Allowable Costs and Eligible Activities – Budget Directions

Attachment A (2) – Proposed Budget Detail Worksheet

Attachment A (3) – Quarterly Reports

Attachment B – Justification of Advance Payment

Attachment C – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment D – Warranties and Representations

Attachment E – Statement of Assurances

Attachment F – Mandatory Contract Provisions

Attachment G – Certification Regarding Lobbying

Attachment H – Reporting Forms

(15) NOTICE OF CONTACT

(a) In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. All notices provided by Sub-Recipient under or pursuant to this Agreement shall be in writing to Division's Grant Manager and delivered by standard or electronic mail using the correct information provided in Subparagraph 15(b) below.

(b) The name and address of Division's Grant Manager for this Agreement is:

Contractual Point of Contact
Chanda Jenkins FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100

(850) 815-4342 Chanda.Jenkins@em.myflorida.com

(c) The name and address of Division's Programmatic Reviewer for this Agreement is:

Programmatic Point of Contact
N. Karla Brown FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4357 Naytoyla.Brown@em.myflorida.com

(d) The name and address of Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Name: Sally Waite
Title: Director
Address: 800 SE Monterey Road Stuart, Florida 34994
Phone: (772) 219-4942
Email: swaite@martin.fl.us

(e) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(16) PAYMENTS

(a) Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Justification of Advance Payment as Attachment B. Justification of Advance (Attachment B) will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(b) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient 's quarterly reporting as referenced in Paragraph (5) REPORTS of this Agreement.

(c) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under Paragraph (4) FUNDING CONSIDERATION of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(17) REPAYMENTS

(a) All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(b) In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(18) MANDATED CONDITIONS AND OTHER LAWS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(e) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(f) Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in Paragraph (18)(f)(ii) of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(g) If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

(h) In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment C) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

(i) The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

(j) If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division’s obligation to pay the contract amount.

(k) The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(l) Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

(m) The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5),Florida Statutes., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(19) FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

(a) 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

(b) Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

(c) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(d) The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

v. If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors, as applicable, shall sign Attachment L – Certification Regarding Lobbying.

(20) COPYRIGHT, PATENT, AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB- RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such

property exists. The Division shall then, under Paragraph (20)(b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(d) If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(21) LEGAL AUTHORIZATION

(a) The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(22) STATEMENT OF ASSURANCES

(a) The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

(23) RECORDS

(a) As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient ’s personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

(b) As required by 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient ’s personnel for the purpose of interview and discussion related to such documents.

(c) As required by Florida Department of State’s record retention requirements (Chapter 119, Florida Statutes) and by4 the Sub-Recipient shall retain sufficient records to show its compliance with the

terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of 3 years from the date of submission of the final expenditure report. The following are the only exceptions to the 3-year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(d) In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

(e) In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

(f) As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

(g) Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine

Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient 's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(h) Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

(i) The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A) and all other applicable laws and regulations.

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 CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(24) TERMS AND CONDITIONS

(a) This Agreement contains all the terms and conditions agreed upon by the parties.

(25) EXECUTION

(a) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(26) MODIFICATION

(a) Either Party may request modification of the provisions of this agreement. Modifications of provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

(27) EQUAL OPPORTUNITY EMPLOYMENT

(a) In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

(c) The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it

will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

(d) The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient ; and refer the case to the Department of Justice for appropriate legal proceedings.

(28) COPELAND ANTI-KICKBACK ACT

(a) The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(29) CONTRACT WORK HOURS AND SAFETY STANDARDS

(a) If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours

in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(30) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

(a) If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(31) SUSPENSION AND DEBARMENT

(a) If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(32) BYRD ANTI-LOBBYING AMENDMENT

(a) If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31

U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If the Sub-Recipient enters into a contract with a subcontractor for an award of $100,000 or more, the subcontractor shall sign Attachment L – Certification Regarding Lobbying.

(33) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

(a) If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.

(b) The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

(c) The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

(d) The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

STATE OF FLORIDA

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

FEDERALLY FUNDED RECIPIENT AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date set forth below.

SUB-RECIPIENT: MARTIN COUNTY

By: _____

Stacey Hetherington, Chair

Name and Title

Date: _____

59-6000743

Federal Identification Number

071304562

DUNS Number

G0312

Agreement Number

ATTEST:

_____

Carolyn Timmann,
Clerk of the Circuit Court and Comptroller

Martin County Board of County Commissioners

_____

Stacey Hetherington, Chair

Approved as to Form & Legal Sufficiency:

_____

Sarah W. Woods, County Attorney

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

_____

Kevin Guthrie, Division Director

Date: _____

EXHIBIT 1 – AUDIT REQUIREMENTS

The administration of resources awarded by Division to the Sub-Recipient may be subject to audits and/or monitoring by Division as described in this section.

MONITORING

Monitoring visits are performed to confirm grant requirements are being fulfilled to ensure correct and accurate documentation is being generated and to assist with any questions or concerns Sub-Recipient's may have related to the grant. Sub-Recipient's will be monitored programmatically and financially by Division to ensure that all grant activities and project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

On-site monitoring visits will be performed according to Division schedules, as requested, or as needed. At minimum, Sub-Recipient's will receive monitoring from Division once per year. If an on-site visit cannot be arranged, the Sub-Recipient may be asked to perform desk review monitoring. Additional monitoring visits may be conducted throughout the period of performance as part of corrective action when Sub-Recipients are demonstrating non-compliance.

(a) The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in the Proposed Budget Detail Worksheet Attachment A (2) and Scope of Work (Attachment A) to this Agreement and reported in Quarterly Reports (Attachment A(3)).

(b) In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. If the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

AUDITS

The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

When conducting an audit of the Sub-Recipient 's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

(a) The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient 's fiscal year.

(b) The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(c) The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

(d) The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

REPORTS

(a) Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

(c) The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Sub-Recipient shall provide additional reports and information identified in Quarterly Reports (Attachment A (3)).

I. **COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Federal Program:

1. C.F.R. 200, Uniform Administrative Requirements for Federal Grants
2. Appendix "H", FEMA Preparedness Grants Manual, FEMA Grant Program Directorate, dated February 2021
3. The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2021 Emergency Management Performance Grant Program (EMPG)

STATE RESOURCES AWARDED TO THE SUB-RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: N/A

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: N/A

AUDIT COMPLIANCE CERTIFICATION	
Email a copy of this form at the time of agreement submission to the Division at: DEMSingle_Audit@em.myflorida.com.	
Sub-Recipient: MARTIN COUNTY	
FEIN: 59-6000743	**Sub-Recipient 's Fiscal Year: 2021**
Contact Name: SALLY WAITE	**Contact's Phone: (772) 219-4942**
Contact's Email: SWAITE@MARTIN.FL.US	

1. Did Sub-Recipient expend the State Financial Assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Sub-Recipient and the Florida Division of Emergency Management (FDEM)? [x] Yes [ ] No

If the above answer is yes, answer the following before proceeding to item 2.

Did Sub-Recipient exceed $750,000 or more of State financial assistance (from Division and all other sources of State financial assistance combined) during its fiscal year? [ ] Yes [X] No

If yes, Sub-Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Sub-Recipient expend Federal awards during it fiscal year that it received under any agreement (e.g. contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Sub-Recipient and Division? [x] Yes [ ] No

If the above answer is yes, answer the following before proceeding to item 2.

Did Sub-Recipient exceed $750,000 or more of State financial assistance (from Division and all other sources of State financial assistance combined) during its fiscal year? [ ] Yes [x] No

If yes, Sub-Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.

By signing below, I certify, on behalf of Sub-Recipient, that the above representations for items 1 and 2 are correct.

Signature of Authorized Representative	**Date**
Printed Name of Authorized Representative	**Title of Authorized Representative**

FY 2021-2022 EMPG-ARPA AGREEMENT
ATTACHMENT A – SCOPE OF WORK

I. GENERAL POLICY

The EMPG-ARPA Program contributes to the implementation of the National Preparedness System by supporting the building, sustaining, and delivery of core capabilities. The intent of the EMPG-ARPA Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State and Local Comprehensive Emergency Management Plans and Chapter 252, Florida Statutes.

Sub-Recipient shall designate an individual, referred to by Division as the Grant Manager, who will be responsible for ensuring that the following activities are adhered to:

- **Planning;**
- **Organization;**
- **Equipment;**
- **Training;**
- **Exercise; and**
- **Management and Administration**

II. SUB-RECIPIENT RESPONSIBILITIES

Sub-Recipient shall support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the National Preparedness Goal.

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/emergencies. Each Emergency Management staff person must work the number hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.

TASKS AND DELIVERABLES:

The Sub-Recipient must successfully complete the following tasks and deliverables throughout the period of performance. Quarterly Tasks (Form 1B) will need to be provided each quarter to show completion or progress towards the completion of each task.

TASK 1: MATCH

A. QUARTERLY MATCH

The EMPG-ARPA agreement has a requirement of **50% Federal share and 50% Sub-Recipients share** of the total award amount. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. To meet matching requirements, the Sub-Recipient contributions **must** be reasonable, allowable, allocable, and necessary under the grant program and **must** comply with all Federal requirements and regulations.

Note: An Interim Final Rule indicates that Treasury's ARPA funding is being treated as a grant, and as such cannot be used for cost share purposes. Other Restrictions on Use Payments from the Fiscal Recovery Funds are also subject to pre-existing limitations provided in other Federal statutes and regulations and may not be used as non-Federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements.

In order to demonstrate successful completion of task 1 for quarter 1-4, the Recipient must submit the following items in the Division's Salesforce system:

DELIVERABLES

- Provide Quarterly Match **Form 3A** to identify the non-federal match amount;

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	**Deliverables Due**	**Deliverables Due**	**Deliverables Due**

Supporting Documentation: Invoices, receipts, paystubs, certified timesheets, earning statements, cancelled checks, credit card statements, bank statements for proof of payment at least equal to the amount of reimbursement requested for that quarter.

TASK 2: OPERATIONAL COORDINATION

The EMPG-ARPA grant program is intended to support the core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery that are necessary to prepare for incidents that pose the greatest risk to the State of Florida and the Nation's security. EMPG intent is to build and sustain an integrated network of national capabilities across all levels of government and the whole community. Disparate governance structures must be integrated and refined to ensure resources are targeted to support the most critical needs of a community based on risk-driven, capabilities-based planning. Strong and inclusive governance systems better ensure that disparate funding streams are coordinated and applied for maximum impact.

In order to demonstrate successful completion of task 2 for quarter 1-4, the Recipient must submit the following items in the Division's Salesforce system:

DELIVERABLES

- Conduct Quarterly meetings with your whole community, i.e., fire, law enforcement, health and health care coalitions, public works, public and private sector, and Volunteer Organizations.
- Attend Quarterly Emergency Management meetings hosted by the Regional Coordination Team

Reporting Requirements

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	**Deliverables Due**	**Deliverables Due**	**Deliverables Due**

Supporting Documentation: Meeting minutes, sign-in sheets

FY 2021-2022 EMPG-ARPA AGREEMENT
ATTACHMENT A (1)
ALLOWABE COSTS AND ELIGIBLE ACTIVITIES – BUDGET DIRECTIONS

I. CATEGORIES AND ELIGIBLE ACTIVITIES

The 2021 EMPG-ARPA Funding Guidance allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration.**

A. PLANNING

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPG-ARPA Program funds may be used to develop or enhance emergency management planning activities.

Some examples include, but not limited to:

- Emergency Operation Plans/ Local Comprehensive Emergency Management Planning
- Communications Plans
- Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Sheltering and Evacuation Planning
- Recovery Planning
- Continuity Plans

Planning Costs Supporting Documentation:

- Copies of completed plan, contracts, Memorandum of Understanding or agreements with consultants or sub-contractors providing services and documenting hours worked and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.

B. ORGANIZATION

EMPG-ARPA Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Personnel costs, including salary, overtime and backfill, compensatory time off, and associated fringe benefits are allowable costs with EMPG-ARPA Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

Eligible **"Organization Cost"** items include, but are not limited to:

- Salaries and Fringe Benefits
  - Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports).
  - Position descriptions for funded EMPG personnel and any position being used as match;
- Utilities (electric, water and sewage)
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)

- Office Supplies/Materials
- IT Software Upgrades
- Memberships
- Publications
- Postage
- Storage
- **Other Personnel/Contractual Services**
  - Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
    - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.
- **Maintenance and Enhancement**
  - Major repairs to the County Emergency Operations Center (Need prior EHP approval)
  - Central Heat/Air (Need prior EHP approval)
  - Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
  - Security Improvements (i.e., Cameras and equipment to operate)
  - Generators and Installation (Need prior EHP approval)

Maintenance and Sustainment:
The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

EMPG-ARPA Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide Sub-Recipients the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be in: (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants, located at: http://www.fema.gov/media-library/assets/documents/32474.

Organization Costs Supporting Documentation
If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Expense items need to have copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).

The Quarterly Tasks (**Form 1B**) is due every quarter with the quarterly financial report. This is to identify emergency management personnel, all EMPG-ARPA funded employees and the completion of the required tasks and deliverables as outlined in the scope of work during the agreement period.

C. EQUIPMENT

Allowable equipment categories for the EMPG-ARPA Program are listed on the web-based version of the Authorized Equipment List (AEL) at https://www.fema.gov/authorized-equipment-list. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical**,** Biological**,** Radiological**,** Nuclear**,** and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles can be procured in order to carry out the responsibilities of the EMPG-ARPA Program. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Grant Manager for clarification.

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Requirements for Small Unmanned Aircraft System

All requests to purchase Small Unmanned Aircraft System (SUAS) must comply with Information Bulletin (IB) 426 and must include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties in the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment.

Funding for Critical Emergency Supplies

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPG-ARPA. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over $100,000.

Equipment Acquisition Costs Supporting Documentation

- Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.
- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

Unauthorized Equipment - Related Costs

- Unallowable Equipment: Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Expenditures for weapons systems and ammunition.

D. TRAINING

EMPG-ARPA Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current IPP developed through an annual Integrated Preparedness Program Workshop (IPPW). Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

All EMPG-ARPA funded personnel are expected to be trained emergency managers. In addition to training activities aligned to and addressed in the IPP, all EMPG-ARPA -funded personnel (including full- and part-time state, local, tribal, and territorial (SLTT) recipients and Sub-Recipients) shall complete the following training requirements and record proof of completion:

(1) NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version) AND;

(2) Professional Development Series (PDS) OR the Emergency Management Professionals Program (EMPP) Basic Academy listed in the chart below.

Professional Development Series or Basic Academy		
PDS **Professional Development Series**		**Basic Academy** **Basic Academy Pre-requisites and Courses**
IS-120.a An Introduction to Exercises		IS-100 (any version) Introduction to the Incident Command System
IS-230.d Fundamentals of Emergency Management		IS-700 (any version) National Incident Management System (NIMS)-An Introduction
IS-235.b Emergency Planning		IS-800 (any version) National Response Framework, An Introduction
IS-240.b Leadership and Influence	**OR**	IS-230.d Fundamentals of Emergency Management
IS-241.b Decision Making and Problem Solving		E/L101 Foundations of Emergency Management
IS-242.b Effective Communication		E/L102 Science of Disasters
IS-244.b Developing and Managing Volunteers		E/L103 Planning Emergency Operations
		L-146 HEEP
		E/L105 Public Information & Warning

Additional types of training or training related activities include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- State-approved, locally sponsored CERT training
- Mass evacuation training at local, state, and tribal levels

For training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Division State Training Officer for course specific guidance. Unless the recipient receives advance written approval from

the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

When conducting an exercise that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than 25 days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Allowable training-related costs include the following:

- **Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

Conferences

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion, and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

For travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient's successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. *See* section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state"). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:
$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.);
$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).
Section 112.061(a), Florida Statutes, establishes the per diem amounts.
All travelers are allowed: The authorized per diem for each day of travel; or, If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed $20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates

The Division shall not reimburse for any meal allowance that exceeds $6 for breakfast, $11 for lunch, or $19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see https://www.gsa.gov/portal/content/104877).

Hotel Accommodations

- A traveler may not claim per diem or lodging reimbursement for overnight travel within 50 miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.
- Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed $150 per night.

Training Costs Supporting Documentation

- Copies of contracts or agreements with consultants providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment.
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPG-ARPA activities:

- Copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference;
- Copies of Conferences must be providing an agenda. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient 's written travel policy; and participation of the individual in the travel is necessary to the Federal award.

E. EXERCISES

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's THIRA for the core capabilities needed to address its greatest risks. Exercise priorities should align to a current Integrated Preparedness Program (IPP) developed through an annual Integrated Preparedness Program Workshop (IPPW).

Allowable Exercise-Related Costs

- **Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part–time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the Sub-recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized Exercise - Related Costs

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage;

- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

Exercise Costs Supporting Documentation

- Copies of contracts, MOUs or agreements with consultants or sub-contractors providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment;
- Copies of Exercise Plan (EXPLAN), After-Action Report/Improvement Plan (AAR/IP) and sign in sheets for conducted exercises (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Exercise Planner verifying attendance).

F. MANAGEMENT AND ADMINSTRATIVE (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Management and Administrative Costs Supporting Documentation

- Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports);
- Costs for M&A activities are allowed up to 5% of the total award amount.

II. OTHER CRITICAL INFORMATION

A. INDIRECT COSTS

Indirect cost is allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Sub-Recipients with a negotiated cost rate agreement that desire to charge indirect costs to an award must provide a fully executed copy of their negotiated indirect cost rate agreement at the time of application. Sub-Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at time of application. Post-award requests to charge indirect cost will be considered on case-by-case basis and based upon the submission of an agreement or proposal.

B. ENVIRONMENTAL PLANNING AND HISTORIC PRESRVATION (EHP) COMPLIANCE

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipient's proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review.
Additionally, all Sub-Recipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. The EHP screening form is located https://www.fema.gov/media-
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library/assets/documents/90195, and further EHP guidance can be found at https://www.fema.gov/media-library/assets/documents/118323.

C. CONSTRUCTION AND RENOVATION

Construction and renovation projects for a state, local, territorial, or Tribal government's principal Emergency Operations Center (EOC) as defined by the State Administrative Agency are allowable under the EMPG-ARPA Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG-ARPA Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (located in the Related Documents tab of the EMPG-APRA grants.gov posting) to their Regional EMPG-ARPA Manager for review. Additionally, recipients are required to submit a SF-424C Form and Budget detail citing the project costs.

When applying for funds to construct communication towers Sub-Recipients must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to Grants Program Directorate (GPD) prior to submitting materials for EHP review. Sub-Recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the Sub-Recipient believes an Environmental Assessment (EA) may be needed, as defined in as defined in DHS Instruction Manual 023-01-001-01, Revision 01, FEMA Directive 108-1 and FEMA Instruction 108-1-1, must also be identified to the FEMA EMPG Regional Program Manager within six months of the award, and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG-ARPA Program Sub-Recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. §§ 3141 *et seq*.). Grant Sub-Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website: https://www.dol.gov/whd/govcontracts/dbra.htm

In general, Sub-Recipients should consult with their Grant Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

D. PROCUREMENT

All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- Any local procurement policy.

Per 2 CFR 200.318 through 200.326, Sub-Recipients are required to adhere to certain procurement standards for entering contracts for personnel or services. This includes full and open competition, methods of procurement to follow, federal or passthrough entity review, and including federal provisions intro contracts.

E. FINANCIAL CONSEQUENCES

If a recipient fails to comply with the terms and conditions of the State award, the Division may terminate the award in whole or part. If the noncompliance can be corrected, the Division may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be correct or the recipient is nonresponsive, one or more of the following steps may be taken:

(1) Temporarily withhold payments pending correction of the deficiency by the recipient.

(2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(3) Wholly or partly suspend or terminate the award.

(4) Take other remedies that may be legally available.

FY 2021-2022 EMPG-ARPA AGREEMENT
ATTACHMENT A (2)
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET

Funding from the Emergency Management Performance Grant -American Rescue Plan Act (EMPG-ARPA) is intended for use by the Sub-Recipient to perform eligible activities as identified in the Fiscal

Year 2021 Notice of Funding Opportunity (NOFO) and must be consistent with 2 C.F.R. Part 200 and Chapter 252, Florida Statutes.

The "Proposed Program Budget Detail Worksheet" serves as a guide for both the Sub-Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Sub-Recipient shall complete the "Proposed Program Budget Detail Worksheet" listed below. If the Sub-Recipient fails to complete the "Proposed Program Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Sub-Recipient may change the allocation amounts in the "Proposed Program Budget Detail Worksheet." If the Sub-Recipient changes the "Proposed Program Budget Detail Worksheet", then the Sub-Recipient 's quarterly report must include an updated "Proposed Program Budget Detail Worksheet" to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

SUB-RECIPIENT: **MARTIN, COUNTY OF**
AGREEMENT: **G-0312**

1. PLANNING	$
2. ORGANIZATION	$
3. EQUIPMENT	$
4. TRAINING	$
5. EXERCISE	$
6. MANAGEMENT AND ADMINISTRATION	$
7. TOTAL AWARD	$13,926.00

FY 2021-2022 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**
Emergency Operations Plan			
Salaries and Fringe Benefits			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			**$**
Allowable Organization Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Utilities (electric, water and sewage)			
Service/Maintenance agreements			
Supplies/Materials			
Memberships			

Publications			
Postage			
Storage			
TOTAL ORGANIZATION EXPENDITURES			**$**
Allowable Equipment Acquisition Costs	**Quantity**	**Unit Cost**	**Total Cost**
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			
TOTAL EQUIPMENT EXPENDITURES			**$**
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Develop, Deliver Training			
Workshops and Conferences			
Certification/Recertification of Instructors			
Travel			
Supplies			
Overtime and Backfill			

TOTAL TRAINING EXPENDITURES			$
Allowable Exercise Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			
Allowable Management and Administration Costs ***(Up to 5% of total award)***	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits (EM Personnel)			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			
TOTAL EXPENDITURES			**$13,926.00**

REVISION DATE: _____

FY 2021-2022 EMPG-ARPA AGREEMENT
ATTACHMENT A (3) – QUARTERLY REPORTS

Sub-Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than 30 days after the end of each quarter of the program year and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31, and June 30.

Reporting Period	Report due to Division no later than
July 1 through September 30	October 30
October 1 through December 31	January 30
January 1 through March 31	April 30
April 1 through June 30	July 30

A. The Quarterly Tasks Form 1B is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) as well as quarterly deliverables during the agreement period. The necessary reporting forms are found in Attachment G, Reporting Forms.

B. The Quarterly Match Form (Form 3A) is due each quarter for Sub-Recipients to identify funds being used to match the federal obligation. If the federal obligation exceeds EMPA or using local funds supporting documentation is required. The Sub-Recipient must identify the non-federal match on Form 3A and provide supporting documentation if applicable (i.e. invoices, cancelled checks, earning statements, payroll expense reports, credit card statements, bank statements, etc.). Cost-matching requirements must be in accordance with 2 C.F.R. 200.306. To meet matching requirements, the Sub-Recipient contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

C. The final Close Out report is due sixty (60) days after termination of this Agreement. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e., invoices, canceled checks, earning statements, payroll expense reports, credit card statements, bank statements).

D. An administrative closeout may be conducted when a recipient is not responsive to the Division's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. FDEM will make three written attempts to collect required information before initiating an administrative closeout. If an award is administratively closed, FDEM may decide to impose remedies for noncompliance per 2 C.F.R. § 200.338, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

FY 2021-2022 EMPG-ARPA AGREEMENT
ATTACHMENT B
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**Fiscal Year 2021 Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS:	
For example PROGRAM EXPENSES:	
TOTAL EXPENSES:	

LINE-ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

_____

_____

_____

_____

REQUESTS FOR ADVANCE PAYMENTS WILL BE CONSIDERED ON A CASE-BY-CASE BASIS

Signature of Sub-Recipient/Subcontractor's Authorized Official Date: _____

_____

Name and Title of Sub-Recipient/Subcontractor's Authorized Official

_____

ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBLITY AND COLUNTARY EXCLUSION

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Sub-Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient 's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By: _____ _____

Signature Sub-Recipient 's Name

_____ _____

Name and Title Division Contract Number

_____

Street Address

_____

City, State, Zip

_____

Date

Financial Management

Sub-Recipient 's financial management system must include the following:

(1) Accurate, current, and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.

(3) Effective control over and accountability for all funds, property, and other assets. Sub-Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

(1) All procurement transactions shall be done in a manner to provide open and free competition.

(2) Sub-Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements.

(3) Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Sub-Recipient, considering the price, quality, and other factors.

(4) Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Sub-Recipient. All bids or offers may be rejected when it is in the Sub-Recipient 's interest to do so.

Codes of Conduct.

Sub-Recipient warrants the following:

(1) The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

(2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.

(3) The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

(4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from (Monday) through (Friday), and from (times) (_____) to (_____).

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Sub-Recipient.

FY 2021-2022 EMPG-ARPA AGREEMENT
ATTACHMENT E
STATEMENT OF ASSURANCES

The Sub-Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally assisted project. Also, the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC 1501, et. seq.).

3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its Sub-Recipient's and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not

apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See §200.322 Domestic preferences for procurements
(Appendix II to Part 200, Revised Eff. 11/12/2020).

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

FY 2021-2022 EMPG-ARPA AGREEMENT
ATTACHMENT G
CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - AMERICAN RESCUE PLAN ACT (ARPA)

2021-2022 EMPG-ARPA REPORTING FORMS

2021-2022 QUARTERLY REPORTING FORMS

QUARTERLY REPORTS INCLUDE: DIVISION Form 1A - Quarterly Financial Report, DIVISION Form 1B - Quarterly Tasks, DIVISION Forms 2A & 2B Detail of Claims and DIVISION Form 6 - Time and Effort (if applicable).

1. These forms are to be submitted to the Division each quarter.
2. Complete **Division Form 1A** - Quarterly Financial Report by entering all information needed to support the claim for reimbursement, sign and date. Include a descriptive narrative outlining quarterly progress, events, delays in the section provided.
3. Complete **Division Form 1B** - Quarterly Tasks to support that deliverables and tasks are being completed as required throughout the period of performance, sign and date.
4. The **Division Form 2A** - Detail of Claims & **Division Form 2B** - Detail of Claims (Salaries & Fringe) forms **must** accompany the **Division Form 1A** - Quarterly Financial Report each quarter.
5. The **Division Form 1A** - Quarterly Financial Report form must be signed by the grant manager or someone with equal authority.
6. Deliverables and Claims for reimbursement may be submitted via Salesforce or by email to the appropriate Division Grant Manager according to applicable region.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Division Grant Manager)

Division Form 3A - Quarterly Match:

1. The 2021-2022 EMPG-ARPA agreement has a match requirement of 50% Federal share and 50% Sub-Recipient share of the total award amount. The Division Form 3A - Quarter Match Form shall be submitted to the Division each quarter to identify non-federal match amount. The Sub-Recipient must provide supporting documentation of matching funds (i.e. invoices, cancelled checks, credit card statements, earning statements, payroll registries, etc.), if using funds other then EMPA expenditures claimed for reimbursement. Cost-matching requirements shall be in accordance with 2 C.F.R. part 200.306. Match contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with applicable Federal

Division Form 4 - Staffing Detail:

1. List EMPG-ARPA funded Emergency Management Agency staff. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution amount or percentage in each applicable column: local, state. federal, etc. This form is due with Quarter 1 submission or no later than October 30, 2021, whichever occurs first. Please provide the Division updates to this form as necessary.
2. Along with the Division Form 4 - Staffing Detail, please provide position descriptions for EMPG-ARPA funded staff.
3. Along with the Division Form 4- Staffing Detail, please provide documented policies for any fringe benefits, incentives or special pay to be claimed through the grant.

Division Form 5 - Close Out Report:

1. The Division Form 5 - Close Out Report is due within sixty (60) days after the period of agreement ends. The 2021-2022 EMPG-ARPA agreement has a match requirement of 50% Federal share and 50% Sub-Recipinent share of the total award amount. If the the EMPG-ARPA award is matched with EMPA and/or are less than the EMPA award, no additional back-up/supporting documentation is needed to be provided to the Division. However, if the EMPG-ARPA award exceeds the EMPA award, or if the Sub-Recipient is not using EMPA expenditures for match, the appropriate back-up/supporting documentation shall be provided to the Division along with the Form 5 - Close Out Report (i.e. invoices, reciepts, cancelled checks, credit card and bank statements, earning statements, paystubs, etc.).
2. The agreement cannot be considered closed until the Division Form 5 - Close Out Report has been received and approved by the Division.

Division Form 6 - Time and Effort:

1. Provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort. The form must account for 100% of the hours claimed for reimbursement each quarter.

Training and Exercise Requirements for EMPG-ARPA funded personnel

1. **All EMPG-ARPA funded personnel** shall complete the following training requirements and record proof of completion: NIMS Training, FEMA Independent Study (IS) 100, IS 200, IS 700, and IS 800. In addition, personnel shall complete either the FEMA Independent Study courses identified in the FEMA Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other designated location. Participation in at least three (3) exercises for funded EMPG-ARPA personnel during the

Required documentation to support project expenditures:

1. Sub-Recipients shall maintain a grant/financial file with copies of supporting documentation for all paid project/program expenditures claimed during the grant period. Documentation of expenditures claimed for reimbursement through the grant will be reviewed and verified by Division staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, timesheets and payroll vouchers, journal transfers, credit card and bank statements, etc. These documents should be submitted when requesting reimbursement.
2. All claims for reimbursement shall be submitted on the approved Division Quarterly Financial Reporting forms. Claims not submitted on the proper forms or that are unsupported by proper documentation will not be processed and will be returned for additional support.
3. Please ensure that the documentation submitted for review is legible.
4. Please verify form calculations for accuracy prior submitting to the Division for review each quarter.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT - ARPA

DIVISION FORM 1A - QUARTERLY FINANCIAL REPORT

AGREEMENT #: _____ **CLAIM #:** 1

AWARD AMOUNT: _____ **QUARTER #:** 1

SUB-RECIPIENT: _____

COUNTY: _____

ADDRESS: _____

POINT OF CONTACT: _____

PHONE/EMAIL: _____

REPORTING FORMS DUE DATES (30 DAYS AFTER QUARTER)

1 - July 1 – Sept. 30, 2021 (Forms are due no later than October 30)

2 - October 1 – Dec. 31, 2021 (Forms are due no later than January 30)

3 - January 1 – March 31, 2022 (Forms are due no later than April 30)

4 - April 1 - June 30, 2022 (Forms are due no later than July 30)

EMPG-ARPA ALLOCATION CATEGORIES	BUDGETED ALLOCATIONS	Q1 CLAIM	Q2 CLAIM	Q3 CLAIM	Q4 CLAIM	CUMULATIVE EXPENDED FUNDS	REMAINING BALANCE
1. PLANNING	$0.00					$0.00	$0.00
2. ORGANIZATION	$0.00					$0.00	$0.00
3. EQUIPMENT	$0.00					$0.00	$0.00
4. TRAINING	$0.00					$0.00	$0.00
5. EXERCISE	$0.00					$0.00	$0.00
6. MGMT AND ADMIN (up to 5%)	$0.00					$0.00	$0.00
TOTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

AMOUNT OF REIMBURSEMENT FOR THIS CLAIM: _____

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____ _____

AUTHORIZED REPRESENTATIVE **DATE**

QUARTERLY STATUS REPORT

Please report EM activities, meetings, training, exercises, or other necessary information to support quarterly progression.

THE SECTION BELOW IS TO BE COMPLETED BY THE DIVISION

AWARD AMOUNT	
PRIOR CLAIMS	
THIS CLAIM AMOUNT	
BALANCE OF AWARD	

DIVISION DATE RECEIVED STAMP

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT - ARPA

DIVISION FORM 1B - QUARTERLY TASKS

SUB-RECIPIENT: _____

QUARTER: **July 1 - Sept. 30**

EMPG-ARPA Emergency Management Personnel	NIMS IS 100				NIMS IS 200				NIMS IS 700				NIMS IS 800				Professional Development Series				OR	National Emergency Management Basic Academy			
EM Employee Name & Position Title	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4		QTR 1	QTR 2	QTR 3	QTR 4

DELIVERABLES/TASK REQUIREMENTS	**ENTER DATE COMPLETED** QTR 1	QTR 2	QTR 3	QTR 4
T1: Submit Division Form 3A - Quarterly Match to identify the non-federal match amount. For those sub-recipients using local funds, supporting documentation is required with the form to support match amount reported **(Due Q1-Q4)**				
T2: Provide meeting minutes and sign-in sheets for 1) Quarterly meetings conducted with your whole community and 2) Quarterly Emergency Management meetings attended that were hosted by the Regional Coordination Team **(Due Q1-Q4)**				

COMMENTS
Use for explanation that supports Training & Exercise progression.

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____

AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - ARPA
DIVISION FORM 2A - DETAIL OF CLAIMS

SUB-RECIPIENT: _____ **INCURRED DATE RANGE:** Example: July 1 through Sept. 30, 2021

Please use separate Division Form 2A - Detail of Claims per allocation category. Please provide FEMA AEL numbers for EQUIPMENT expenditures ONLY.

Please provide a budget revision to the Division along with this form, if expenses being claimed are not allocated on the most recently approved budget.

Please include the Costs Incurred Date Range in the applicable cell above. This is usually the quarterly period; however, a Sub-Recipient may incorporate a larger date range to include a forgotten claim for reimbursement for a payment made the previous quarter (within the period of the agreement). This allowance does not circumvent the four (4) required reporting submissions.

ALLOCATION CATEGORIES

PLEASE SELECT FROM THE LIST BELOW

CATEGORY: **PLANNING**

#	VENDOR	DESCRIPTION OF SERVICE OR EXPENSE	DATE OF PAYMENT FOR SERVICE OR EXPENSE (Include full date)	PAYMENT REFERENCE # (CHECK #, PO, CC#, JT)	PURCHASE AMOUNT	FEMA AEL# (N/A if equipment was not purchased)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
				TOTAL	$ -	

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - ARPA
DIVISION FORM 2B - DETAIL OF CLAIMS
SALARIES AND FRINGE BENEFITS

SALARY DEFINITION: The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

SUB-RECIPIENT: _____ **CLAIM#:** _____

DOES THIS CLAIM FOR REIMBURSMENT INCLUDE EXPENSES FOR ANY INCENTIVES OR SPECIAL PAY?

Note: If this claim includes incentives or special pay, please provide FDEM with the written established policy for support.

	EM EMPLOYEE NAME	EM POSITION TITLE	% OF TIME CHARGED TO EMPG	SALARY	FRINGE BENEFITS
1	Example: Jane Doe	EM Planner	50%	$ 5,000.00	$ 1,200.00
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
			TOTALS	**$ 5,000.00**	**$ 1,200.00**
				TOTAL	**$ 6,200.00**

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - ARPA

DIVISION FORM 3A - Quarterly Match

SUB-RECIPIENT:		**CLAIM #:**	**1**
QUARTERLY REPORTING PERIOD:	**July 1 - Sept. 30**		

1. The 2021-2022 EMPG-ARPA agreement has a match requirement of 50% Federal share and 50% Sub-Recipient share of the total award amount. Each quarter the Sub-Recipient must identify the non-federal match amount on the Quarterly Match Form 3A.

2. If the EMPG-ARPA funds are being matched with 2021-2022 EMPA claimed expenditures, no additional back-up/supporting documentation is required to be submitted with this form.

3. If the 2021-2022 EMPG-ARPA award exceeds the 2021-2022 EMPA award, or if the Sub-Recipient is not using EMPA claimed expenditures to fulfill the EMPG-ARPA match requirement, appropriate back-up/supporting documentation must accompany this form to support fulfillment of the required match (i.e. invoices, receipts, paystubs, earning statements, cancelled checks, credit card and bank statements, etc.).

EMPG-ARPA REPORTING		**AWARD AMOUNT:**	**$ 80,000.00**
	EMPG-ARPA QUARTERLY CLAIM	**CUM. FUNDS EXPENDED**	**REMAINING BALANCE**
QUARTER 1		$0.00	$80,000.00
QUARTER 2		$0.00	$80,000.00
QUARTER 3		$0.00	$80,000.00
QUARTER 4		$0.00	$80,000.00
TOTAL EMPG CLAIMS	$0.00		

EMPA REPORTING		**AWARD AMOUNT:**	**$ 105,806.00**
	EMPA QUARTERLY CLAIM	**CUM. FUNDS EXPENDED**	**REMAINING BALANCE**
QUARTER 1		$0.00	$105,806.00
QUARTER 2		$0.00	$105,806.00
QUARTER 3		$0.00	$105,806.00
QUARTER 4		$0.00	$105,806.00
TOTAL EMPA CLAIMS	$0.00		

MATCH REPORTING			**REQUIRED MATCH AMOUNT:**	**$ 40,000.00**
	EMPA	**LOCAL** (General Revenue)	**LOCAL** (Other)	**OTHER** (Non-Federal)
QUARTER 1				
QUARTER 2				
QUARTER 3				
QUARTER 4				
TOTAL	$0.00	$0.00	$0.00	$0.00
			TOTAL MATCH	$0.00

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____

AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT - ARPA
DIVISION FORM 4 - STAFFING DETAIL
EMERGENCY MANAGEMENT AGENCY ANTICIPATED SALARIES AND BENEFITS

SUB-RECIPIENT:	FL County	POINT OF CONTACT:		PHONE/EMAIL:	123-123-1234

	EMPLOYEE INFORMATION			LOCAL	STATE AND FEDERAL				TOTAL	
	EM Employee Name, Position Title [1]	# Hrs./Week Devoted to EM Activities [2]	$ Total Salaries & Benefits by Position [3]	% County General Fund (Local) [4]	% EMPA Base Grant (State) [5]	$ EMPA Base Grant (State) [6]	% EMPG - ARPA (Federal) [7]	$ EMPG - ARPA (Federal) [8]	% Other State or Federal Funds [9]	% Total All Funds [10]
1	EXAMPLE: John Smith, Planner	40	$ 40,000.00	0%	50%	$20,000.00	50%	$ 20,000.00	0%	100%
2						$ -		$ -		0%
3						$ -		$ -		0%
4						$ -		$ -		0%
5						$ -		$ -		0%
6						$ -		$ -		0%
7						$ -		$ -		0%
8						$ -		$ -		0%
9						$ -		$ -		0%
10						$ -		$ -		0%
11						$ -		$ -		0%
12						$ -		$ -		0%
13						$ -		$ -		0%
14						$ -		$ -		0%
15						$ -		$ -		0%
16						$ -		$ -		0%
17						$ -		$ -		0%
18						$ -		$ -		0%
19						$ -		$ -		0%
20						$ -		$ -		0%
					TOTAL	$20,000.00		$ 20,000.00		

DIRECTIONS:

1. In Column #1, list the name of Emergency Management staff.
2. In Column #2, enter the amount of anticipated hours worked per week for grant related activities for each EM position.
3. In Column #3, list total anticipated annual amount of Salaries and Benefits to be paid for each EM position.
4. In Columns #4-9, provide the funding distribution (% or $) in each applicable column.
5. Column #10 calculates the sum of percentages entered in Columns 4 - 9 and must equal 100% of the anticipated annual salaries and benefits per EM position.
6. Please provide to the Division updates or revisions to this form throughout the period of the agreement, as necessary.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - ARPA
DIVISION FORM 5 - CLOSE-OUT REPORT

Division FORM 5 - CLOSEOUT REPORT shall be completed and submitted to the Division no later than sixty (60) days after the period of performance ends. The 2021-2022 period of performance ends on June 30, 2022. Division FORM 5 is due by August 30, 2022.

SUB-RECIPIENT: _____ **AGREEMENT #:** _____

POINT OF CONTACT: _____ **EMPG AWARD AMOUNT:** $ -

PHONE/EMAIL: _____ **UNCLAIMED BALANCE:** $ -

ALLOCATION CATEGORIES	EXPENDITURES
1. PLANNING	$ -
2. ORGANIZATION	$ -
3. EQUIPMENT	$ -
4. TRAINING	$ -
5. EXERCISE	$ -
6. MANAGEMENT AND ADMIN.	$ -
$	-

REIMBURSEMENTS RECEIVED BY THE SUB-RECIPIENT
(Include any advanced funds and final requested payment)

	DATE	AMOUNT
1		$ -
2		$ -
3		$ -
4		$ -
5		$ -
6		$ -
	$	-

AWARD AMOUNT	**$ -**
(LESS ADVANCED FUNDS)	**$ -**
(LESS REIMBURSEMENTS)	**$ -**
UNCLAIMED BALANCE OF AWARD	**$ -**

The 2020-2021 EMPG-ARPA agreement has a match requirement of 50% Federal share and 50% Sub-Recipient share of the total award amount. If the EMPG-ARPA award is being matched with EMPA, no additional back-up/supporting documentation is needed to be provided to the Division. If the EMPG-ARPA award exceeds the EMPA award or using local funds for match, the appropriate back-up/supporting documentation for the match fulfillment shall be provided with this form (i.e. invoices, cancelled checks, earning statements, payroll registries, with amounts clearly identified).

	EMPA	LOCAL (General Revenue)	LOCAL (Other)	OTHER (Non-Federal)
TOTAL MATCH				

SIGNATURE REQUIRED

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE AND DATE: _____

AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE: _____

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.
Make checks payable to: Cashier, Florida Division of Emergency Management
Mail to: Florida Division of Emergency Management, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100, Attn: (Division Grant Manager)

BELOW TO BE COMPLETED BY FDEM:

SIGNATURE AND DATE: _____

Division Grant Manager

SIGNATURE AND DATE: _____

Division Programmatic Reviewer

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT - ARPA
DIVISION FORM 6 - TIME AND EFFORT

This form is required to accompany reimbursement claims for salaries charged to the grant.

EMPLOYEE NAME: _____ **QUARTERLY REPORTING PERIOD:** October 1 - December 31

PERIOD DATES: 10/1/2021 **TO** 12/31/21 **CLAIM #:** _____

Date Range		Week 1								Week 2								CATEGORY TOTALS
	ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	ORGANIZATION			4					4								0	4
2	MGMT & ADMIN					5			5			5	5				10	15
3									0								0	0
4									0								0	0
5									0								0	0
6									0				12				12	12
	DAILY TOTALS	0	0	4	0	5	0	0		0	0	5	17	0	0	0		
									PERIOD ONE TOTAL	9							PERIOD TWO TOTAL	22	31

Date Range		Week 1								Week 2								CATEGORY TOTALS
	ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	ORGANIZATION			4	5				9								0	9
2	MGMT & ADMIN								0	5	5						10	10
3									0								0	0
4									0								0	0
5									0								0	0
6									0								0	0
	DAILY TOTALS	0	0	4	5	0	0	0		5	5	0	0	0	0	0		
									PERIOD ONE TOTAL	9							PERIOD TWO TOTAL	10	19

Date Range		Week 1								Week 2								CATEGORY TOTALS
	ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	ORGANIZATION					4	5		9								0	9
2	MGMT & ADMIN								0		4		5				9	9
3									0								0	0
4									0								0	0
5									0								0	0
6									0								0	0
	DAILY TOTALS	0	0	0	0	4	5	0		0	4	0	5	0	0	0		
									PERIOD ONE TOTAL	9							PERIOD TWO TOTAL	9	18

Date Range		Week 1								Week 2								CATEGORY TOTALS
	ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	ORGANIZATION								0								0	0
2	MGMT & ADMIN				5				5		4						4	9
3									0								0	0
4									0								0	0
5									0								0	0
6									0								0	0
	DAILY TOTALS	0	0	0	5	0	0	0		0	4	0	0	0	0	0		
									PERIOD ONE TOTAL	5							PERIOD TWO TOTAL	4	9

Date Range		Week 1								Week 2								CATEGORY TOTALS
	ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	ORGANIZATION								0								0	0
2	MGMT & ADMIN						4		4								0	4
3									0			5					5	5
4									0								0	0
5									0								0	0
6									0								0	0
	DAILY TOTALS	0	0	0	0	0	4	0		0	0	5	0	0	0	0		
									PERIOD ONE TOTAL	4							PERIOD TWO TOTAL	5	9

Date Range		Week 1								Week 2								CATEGORY TOTALS
	ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	ORGANIZATION								0								0	0
2	MGMT & ADMIN				4		5		9								0	9
3									0		5						5	5
4									0				6				6	6
5									0								0	0
6									0								0	0
	DAILY TOTALS	0	0	0	4	0	5	0		0	5	0	6	0	0	0		
									PERIOD ONE TOTAL	9							PERIOD TWO TOTAL	11	20

Employee Signature: **Date:** **Supervisor Signature:** **Date:**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE FY21/22 EMPG-ARPA FUND REVENUES AND APPROPRIATIONS

WHEREAS, Martin County has been awarded a State of Florida Division of Emergency Management State Funded Subgrant Agreement allocating $13,926.00 in Emergency Management Preparedness and Assistance American Rescue Plan Act grant funds; and

WHEREAS, The Recipient shall perform the work in accordance with the Scope of Work and Budget, Attachment A and A(2) of this Agreement.

WHEREAS, Appropriations of unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), F.S.;

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT THESE RECEIPTS AND APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
REVENUES:						
127121	4002	33120	000		$13,926.00	Federal Grants / Public Safety
TOTAL:					**$13,926.00**	
APPROPRIATIONS:						
127121	4002	03400	525		$13,926.00	Other Contractual Services
TOTAL:					**$13,926.00**	

DULY PASSED AND ADOPTED THIS 13th DAY OF JULY, 2021

ATTEST:

Carolyn Timmann, Clerk of the Circuit Court and Comptroller

13-Jul-21 — Agenda Date
DEPT-1 — Item Number

Batch Number
Input Date

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Stacey Hetherington, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Sarah W. Woods, County Attorney

Office of Management and Budget - Supplemental Memo Attachments

Item #9 – PERMISSION TO ACCEPT THE STATE OF FLORIDA'S, DEPARTMENT OF HEALTH - BUREAU OF TOBACCO FREE FLORIDA GRANT

DOCUMENTS REQUIRING ACTION:

- Grant Contract (4 copies)
- Budget resolution

DocuSign Envelope ID: 476D1392-F88E-4E68-9751-82F1C92C369D

CONTRACT SUMMARY

This contract action has completed the Department's routing process and has received the required approvals for execution.

Division/CHD/Office:	Community Health Promotion/Bureau of Tobacco Free Florida
Provider Name:	Martin County Board of County Commissioners
Contract Number:	COTKA
Original Contract Amount:	$841,965.00
Total Contract Amount (executed actions):	
Original Contract Start Date:	7/01/2021
Contract End Date (executed actions):	

DESCRIPTION OF CONTRACTUAL SERVICES:

This grant provides for the Bureau of Tobacco Free Florida (BTFF) Community-Based Tobacco Prevention Interventions component. The purpose is to reduce Florida's tobacco use and exposure to second hand smoke, and the promotion of policy and systems change to impact social norms about tobacco use. The Centers for Disease Control and Prevention (CDC) has determined that tobacco use is the single most preventable cause of death in the United States and a leading cause of many long term chronic health conditions.

CONTRACT ACTION:

AMENDMENT(Y/N):	AMENDMENT AMOUNT:	
CHANGE TO TERM(Y/N):	START DATE:	END DATE:
RENEWAL:	RENEWAL AMOUNT:	
START DATE:	END DATE:	

DESCRIPTION OF CONTRACT AMENDMENT ACTION:

This contract complies with all of the following requirements:

- **A statement of work**
- **Quantifiable and measurable deliverables**
- **Performance measures**
- **Financial consequences for non-performance**
- **Terms and conditions which protect the interest of the state**
- **All requirements of law have been met regarding the contract**
- **Documentation in the contract file is sufficient to support the contract and the attestation (examples: business case; directive to establish contract; subject research and analysis, etc.)**
- **If the contract is established by way of a competitive solicitation as identified in section 287.057(1), Florida Statutes, the costs of the contract are the most advantageous to the state or offer the best value**
-

DocuSign Envelope ID: 476D1392-F88E-4E68-9751-82F1C92C369D

CFDA No.
CSFA No. **64.093**

STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT

☒ Client ☐ Non-Client
☐ Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the "Department," and Martin County Board of County Commissioners hereinafter referred to as "Provider," and jointly referred to as the "parties."

THE PARTIES AGREE:

I. PROVIDER AGREES:

A. To provide services in accordance with the terms specified in Attachment I attached hereto

B. To the Following Governing Law

1. State of Florida Law: This contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida (State). Each party will perform its obligations in accordance with the terms and conditions of this contract.
2. Federal Law
   a. If this contract contains federal funds, Provider must comply with the provisions of 2 C.F.R. part 200, appendix II, and other applicable regulations as specified in Attachment I.
   b. If this contract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. section 874), as supplemented by the U.S. Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the Department.
   c. If this contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements."
   d. If this contract contains federal funds and is over $100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President's Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Department.
   e. If this contract contains federal funding in excess of $100,000, Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
   f. Employment of unauthorized aliens is a violation of the Immigration and Naturalization Act, 8 U.S.C. section 1324a, and such violation will be cause for unilateral cancellation of this contract by the Department.
   g. Provider must comply with President's Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12935), as amended by President's Executive Order 11375, (32 Fed. Reg. 14303), and as supplemented by regulations at 41 C.F.R. chapter 60.
   h. Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Provider's failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. Provider must include a similar provision in any subcontracts it enters under this contract.
   i. Health Insurance Portability and Accountability Act of 1996 (HIPAA): When applicable, Provider must comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services as specified in 45 C.F.R. parts 160 and 164 promulgated pursuant to HIPAA, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, collectively referred to as "HIPAA."
   j. Use and Disclosure of Confidential Women, Infant and Children (WIC) Information: When applicable, Provider must restrict the use and disclosure of the United States Department of Agriculture (USDA), WIC confidential applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii).
   k. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the state of Florida via the Vendor Website at https://flvendor.myfloridacfo.com. Any subsequent changes to Provider's W-9 must be made on this website; however, if Provider needs to change its Federal Employer Identification Number (FEID), it must contact the DFS Vendor Ombudsman Section at (850) 413-5516.

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l. If Provider is determined to be a subrecipient of federal funds, Provider must comply with the requirements of the American Recovery and Reinvestment Act and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal System for Award Management (SAM). No payments will be issued until Provider has submitted a valid DUNS number and evidence of registration (*i.e.,* a printed copy of the completed SAM registration) in SAM to the Contract Manager. To obtain registration and instructions, visit http://fedgov.dnb.com/webform and www.ccr.gov.

C. Audits, Records (including electronic storage media), and Records Retention

1. To establish and maintain books, records, and documents in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of six years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records must be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of this contract and at the request of the Department, Provider must, at its expense, cooperate with the Department in the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph C.2., above.
4. Persons duly authorized by the Department and federal auditors, pursuant to 2 C.F.R. section 200.336, will have full access to and the right to examine any of Provider's records and documents related to this contract, regardless of the form in which kept, at all reasonable times for as long as records are retained.
5. To ensure these audit and record keeping requirements are included in all subcontracts and assignments.
6. If Provider is a recipient or subrecipient as specified in Attachment II, Provider will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. part 200, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:
   a. Documentation. Maintain separate accounting of revenues and expenditures of funds under this contract and each Catalog of State Financial Assistance (CSFA) or Catalog of Federal Domestic Assistance (CFDA) number identified on the attached Exhibit 1, in accordance with generally accepted accounting practices and procedures. Expenditures which support Provider's activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules, and regulations and the allocation methodology must be documented and supported by competent evidence.
   b. Maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
      1) Allowable under the contract and applicable laws, rules, and regulations;
      2) Reasonable; and
      3) Necessary for Provider to fulfill its obligations under this contract.

      All documentation required by this section is subject to review by the Department and the State's Chief Financial Officer. Provider must timely comply with any requests for documentation.
   c. Annual Financial Report. Submit to the Department an annual financial report stating, by line item, all expenditures made as a direct result of services provided through this contract within 45 days from the end of each contract year, but no later than submission of the final invoice for that year. Each report must include a statement signed by an individual with legal authority to bind Provider, certifying that these expenditures are true, accurate, and directly related to this contract.
   d. Ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the end of each contract year and the contract end date.
   f. Annual Compensation Report: Provider must submit Attachment VI, Annual Compensation Report, including the most recent Internal Revenue Services (IRS) Form 990, detailing the total compensation for the Providers' executive leadership teams, to the Contract Manager no later than January 31 of each contract year. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. If the Provider is exempt from filing IRS Form 990, submit Attachment VI without including the IRS Form 990, to the Department. All Annual Compensation Reports must indicate what percent of compensation comes directly from State or Federal funding allocations given to the Provider. In addition, the Provider, by executing this contract, which includes any subsequent amendments, agrees to inform the Department of any changes in total executive compensation specified in the Provider's submitted Annual Compensation Reports.
7. Public Records: Keep and maintain public records, as defined by Chapter 119, Florida Statutes that are required by the Department to perform the services required by the contract. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure are not disclosed,

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except as authorized by law for the duration of the contract term and following completion of the contract if Provider does not transfer the public records to the Department. Upon completion of the contract, transfer to the Department at no cost, all public records in possession of Provider or keep and maintain public records required by the Department to perform the contract services. If Provider transfers all public records to the Department upon completion of the contract, Provider will destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records upon completion of the contract, Provider will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request of the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. The Department may unilaterally terminate this contract if Provider refuses to allow access to all public records made or maintained by Provider in conjunction with this contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider's duty to provide public records relating to this contract, contact the custodian of public records at (850)245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.

8. Coordination of Contracted Services: Pursuant to section 287.0575(2), Florida Statutes, if a Provider has more than one contract with one or more of the five Florida health and human services agencies (the Department of Children and Families, the Agency for Persons with Disabilities, the Department of Health, the Department of Elderly Affairs, and the Department of Veterans' Affairs), a comprehensive list of the Provider's health and human services contracts must be submitted to the respective agencies Contract Manager(s). The list must include the following information: a) The name of each contracting state agency and the applicable office or program issuing the contract; b) the identifying name and number of each contract; c) the starting and ending date of each contract; d) the amount of each contract; e) a brief description of the purpose of the contract and the types of services provided under each contract; f) the name and contact information of the contract manager.
9. Cooperation with Inspectors General: To the extent applicable, Provider acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

D. Monitoring by the Department and Dispute Resolution:

1. Monitoring by the Department: To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this contract, and interview any clients or employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following the Department's monitoring, the Department may provide Provider with a written report specifying noncompliance and request a Corrective Action Plan to be carried out by the Provider. At its sole and exclusive discretion of the Department, the Department may take any of the following actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, termination of this contract for cause, demand the recoupment of funds from subsequent invoices under this contract, or demand repayment pursuant to the terms set forth in sections I. and V., which are specifically incorporated herein.
2. Dispute Resolution: Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department in writing and submitted to the Provider for review. The decision is final unless the Provider submits a written objection to the Department within 10 calendar days from receipt of the decision. Upon receiving an objection, the Department shall provide an opportunity to resolve the dispute by mutual agreement between the parties using a negotiation process to be completed within 7 calendar days from the Department's receipt of the objection. Completion of the negotiation process is a condition precedent to any legal action by the Provider or the Department concerning this Contract. Nothing contained in this section is construed to limit the parties' rights of termination pursuant to section III.B., below.

E. Indemnification

1. Provider is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. Provider's inability to evaluate liability or its evaluation of no liability will not excuse Provider's duty to defend and indemnify the Department within seven days after certified mail or courier delivery notice from the Department. Only adjudication or judgment after highest appeal is exhausted specifically finding Provider not liable will excuse performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Provider of a claim will not release Provider of the above duty to indemnify. **NOTE: This section, I.E, Indemnification, is not applicable to contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**
3. Nothing in this contract shall be construed to require the Department to indemnify the Provider.

F. Insurance: To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state

agency or subdivision as defined in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this contract. Upon the execution of this contract, Provider must furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State. The Department reserves the right to require additional insurance as specified in Attachment I.

G. Safeguarding Information: Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.

H. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department, which will not be unreasonably withheld. Any subcontract, assignment, or transfer otherwise occurring will be null and void. In the event the use of subcontracts are allowed, Provider will remain responsible for all work performed and all expenses incurred in connection with this contract, and shall incorporate the terms of the Department's Standard Contract, into any and all subcontracts. Further, no subcontracts shall be entered into without prior written approval of the Department. This contract will bind the successors, assigns, and legal representatives of Provider and any legal entity that succeeds to the obligations of the Department.
2. Provider will be responsible for all work performed and all expenses incurred for this contract. If the Department permits Provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services or commodities, the Department will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If the Department permits Provider to subcontract, such permission will be indicated in Attachment I.
3. The Department will at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the state of Florida, upon prior written notice to Provider.
4. Unless otherwise stated in the contract between Provider and subcontractor, payments made by Provider to the subcontractor must be within seven working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against Provider to be paid by Provider to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.

I. Return of Funds: Return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were paid to Provider by the Department. In the event that Provider or its independent auditor discovers that an overpayment has been made, Provider will repay the overpayment within 40 calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify Provider in writing of such a finding. Should repayment not be made in the time specified by the Department, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery. The Department reserves the right, in its sole and exclusive discretion, to recoup Provider's unearned funds from any invoice submitted under this contract or through collection proceedings.

J. Transportation Disadvantaged: If clients are to be transported under this contract, Provider must comply with the provisions of Chapter 427, Florida Statutes, and Rule Chapter 41-2, Florida Administrative Code. Provider must submit the reports required pursuant to the Department's Internal Operating Procedure (IOP) 56-58-15, Transportation Disadvantaged Procedure.

K. Purchasing

1. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract (Provider) shall be deemed to be substituted for this agency (the Department) insofar as dealings with such corporation are concerned. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products and services available from PRIDE may be obtained by contacting PRIDE at 1-800-643-8459.
2. Procurement of Materials with Recycled Content: Any products or materials which are the subject of, or are required to carry out this contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.
3. MyFloridaMarketPlace Vendor Registration: Each vendor doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033, Florida Administrative Code.
4. MyFloridaMarketPlace Transaction Fee:
   a. The state of Florida, through its Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(22), Florida Statutes, all payments will be assessed a Transaction Fee of one percent, which Provider will pay to the State.
   b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee will, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, Provider will pay the Transaction Fee

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pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments will be subject to audit by the State or its designee.

c. Vendor will receive a credit for any Transaction Fee paid by Vendor for the purchase of any item, if such item is returned to Vendor through no fault, act, or omission of Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of this contract. Failure to comply with these requirements will constitute grounds for declaring the vendor in default and recovering reprocurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

5. Alternative Contract Source: This contract may be used as an alternative contract source, subject to approval from DMS, pursuant to section 287.042(16), Florida Statutes and Rule 60A-1.045, Florida Administrative Code.

L. Background Screening Requirements and Drug Screening Requirements:

1. Background Screening Requirements: In the Department's sole and exclusive discretion, it may determine that background screening of some or all of Provider's officers, agents, employees, subcontractors, or assignees is necessary (collectively individuals). In the event background screenings are required under this contract, Provider agrees to the following:
   a. Conduct background screenings in accordance with Chapter 435, Florida Statutes, using level 2 screening standards.
   b. Provide the Department with a written attestation confirming that the individual has completed and cleared the level 2 background screening.
   c. Not allow the individual to begin work under this contract until that individual has been cleared by the Department.
2. Drug Screening Requirements: Pursuant to section 112.0455, Florida Statutes if the Provider's officers, agents, employees, subcontractors, or assignees (collectively individuals) are assigned to work in a Department designated Safety-Sensitive Class and/or Position, under this contract, then a drug test must be performed prior to the individual being allowed to start work under this contract. If an individual has already been screened by the Provider, then a written attestation confirming that the individual has completed and cleared the drug screening must be submitted to the Department prior to contract execution. If an individual has not been drug screened, notify the Department immediately. No individual can begin work under this contract until they have been cleared by the Department.

M. Civil Rights Requirements: Provider must comply with applicable provisions of the Department's publication titled, "Methods of Administration, Equal Opportunity in Service Delivery." A copy will be provided to the Provider upon request.

N. Independent Capacity of the Provider

1. Provider is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this contract.
2. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Provider will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.
3. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Provider understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state of Florida.
5. Unless justified by Provider and agreed to by the Department in Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Provider, Provider's officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.

O. Sponsorship: As required by section 286.25, Florida Statutes, if Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it will, in publicizing, advertising, or describing the sponsorship of the program, state: "*Sponsored by (Provider's name) and the State of Florida, Department of Health."* If the sponsorship reference is in written material, the words "*State of Florida, Department of Health"* will appear in at least the same size letters or type as Provider's name.

P. Final Invoice: To submit the final invoice for payment to the Department no more than 30 days after the contract ends or is terminated. If Provider fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all deliverables and any necessary adjustments have been approved by the Department.

Q. Use of Funds for Lobbying Prohibited: Comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

R. Public Entity Crime, Discriminatory Vendor, and Scrutinized Companies

1. Public Entity Crime: Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he or she may not submit a bid on a contract to provide any

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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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2. Discriminatory Vendor: Pursuant to section 287.134, Florida Statutes, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he or she 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.
3. Scrutinized Companies: Provider must comply with the provisions of section 287.135, Florida Statutes as follows:
   a. If Provider is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, that it is not on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,* or that has been engaged in business operations in Cuba or Syria, this contract may be terminated at the option of the Department.
   b. If Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel this contract may be terminated at the option of the Department.

S. Patents, Copyrights, and Royalties

1. Any inventions or discoveries developed in the course of or as a result of services performed under this contract which are patentable pursuant to 35 U.S.C. section 101, are the sole property of the state of Florida. Provider must inform the Department of any inventions or discoveries developed in connection with this contract and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this contract.
2. Provider must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this contract. Any and all copyrights accruing under or in connection with the performance of this contract are the sole property of the state of Florida.
3. Provider, without exception, will indemnify and save harmless the state of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Provider. Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The state of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

T. Construction or Renovation of Facilities Using State Funds: Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, Provider agrees that, if it disposes of the property before the state's interest is vacated, Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation or appreciation.

U. Electronic Fund Transfer: Provider agrees to enroll in Electronic Fund Transfer (EFT) provided by DFS. Questions should be directed to DFS's EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of the authorization form and sample bank letter are available from DFS.

V. Information Security and Confidentiality of Data, Files, and Records: Provider must maintain confidentiality of all data, files, and records, including client records, related to the services or commodities provided pursuant to this purchase order in accordance with applicable state and federal laws, rules, and regulations and any department program-specific supplemental protocols, which are incorporated herein by reference and the receipt of which is acknowledged by the Provider upon execution of this Contract, including any amendments. Provider agrees to restrict the use and disclosure of confidential United States Department of Agriculture (USDA), WIC applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable. The Department will provide any department program-specific supplemental protocols to the Provider. Provider is required to have written policies and procedures ensuring the protection and confidentiality of Protected Health Information. The Department reserves the right to update any department program-specific supplemental protocols throughout the term of this Contract, and the Provider agrees that it will continue to comply with all protocols, as updated and supplement, throughout the duration of this Contract. Provider must comply with any applicable professional standards of practice with respect to confidentiality of information. The State of Florida requires that all data generated, used, or stored by the Provider pursuant to this Contract reside and remain in the U.S. and not be transferred outside of the U.S.

W. Venue and Remedies for Default:

1. Venue: Venue for any legal actions arising from this contract will be in Leon County, Florida, unless the contract is entered into by one of the Department's county health department, in which case, venue for any legal actions will be in the county in which the county health department is located.
2. Remedies for Default: Provider's failure to adhere to the Contract terms and conditions will subject Provider to the remedies set forth in section III. B. 3. below.

X. Force Majeure: The Provider may be excused from liability for the failure or delay in performance of any obligation under this Contract for any event beyond the Provider's reasonable control, including but not limited to, Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, any strike or labor disturbance. Such excuse from liability is effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Provider or its employees, including any subcontracted providers, have not caused such event(s) to occur. If the Provider believes an excusable delay has occurred, the Provider must notify the Department in writing of the delay or potential delay within five business days after its occurrence for review and approval (which will not be unreasonably withheld) and include at a minimum, a description of the delay, date the force majeure event occurred including the duration, and the tasks and deliverables affected by the delay. The Provider will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. All delivery dates under this Contract that have been affected by the force majeure event is tolled for the duration of such force majeure event. If the contract is tolled for any reason, the Provider is not entitled to payment for the days services were not rendered and no financial consequences will be assessed by the Department for that affected task(s) or deliverable. In the event a force majeure event persists for 30 days or more, the Department may terminate this Contract at its sole discretion upon written notice being given to the Provider.

Y. Employment Eligibility Verification: Effective January 1, 2021, Provider is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees used by the Provider under this Contract, pursuant to section 448.095, Florida Statutes. Also, the Provider must include in related subcontracts, if authorized under this Contract, a requirement that subcontractors performing work or providing services pursuant to this Contract use the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of services under this Contract. The subcontractor must provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider must maintain a copy of such affidavit for the duration of the Contract. If the Department has a good faith belief that a subcontractor knowingly violated section 448.095(1), Florida Statutes, and notifies the Provider of such, but the Provider otherwise complied with this statute, the Provider must immediately terminate the contract with the subcontractor.

Z. USDA WIC Services: Provider agrees to abide by the following requirements if the contract is related to services or commodities being provided to WIC applicants or participants:

Assurance of Civil Rights Compliance: The Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the Provider agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the USDA shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the Provider, its successors, transferees, and assignees as long as it receives or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to agree to abide by these assurances on behalf of the Provider.

II. METHOD OF PAYMENT

A. Contract Amount: The Department agrees to pay Provider for completion of the deliverables as specified in Attachment I, in an amount not to exceed **$841,965.00,** subject to the availability of funds. The state of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment:

1. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. Where reimbursement of travel expenses are allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
3. Pursuant to section 215.422, Florida Statutes, the Department has five working days to inspect and approve goods and services, unless this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the State's Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to Provider due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.
4. Bonuses: Pursuant to section 215.425, Florida statutes, any bonus scheme implemented by the Provider must: 1) base the award of a bonus on work performance; 2) describe the performance standards and evaluation process by which a bonus will be awarded; 3) Notify all employees of the policy, ordinance, rule, or resolution before the beginning of the evaluation period on which a bonus will be based; and 4) consider all employees for the bonus. A copy of the Provider's policy, ordinance, rule, or resolution, must be submitted to the Contract Manager for review prior to contract funds being allocated for such payment. The Department reserves the right to refuse the Provider's request to allocate any contract funds for the payment of bonuses.

C. Vendor Ombudsman: A Vendor Ombudsman has been established within DFS whose duties include acting as an advocate for providers who may be experiencing problems in obtaining timely payment from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the DFS Consumer Hotline at 1-(800)-342-2762.

III. PROVIDER CONTRACT TERM

A. Effective and Ending Dates: This contract will begin on **07/01/2021** or on the date on which the contract has been signed by both parties, whichever is later. It will end on **06/30/2026**.

B. Termination

1. Termination at Will: This contract may be terminated by either party upon no less than 30 calendar days' written notice to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event this contract is terminated, Provider will be compensated for any deliverables completed prior to the Department's notification to Provider of contract termination.
2. Termination Because of Lack of Funds: In the event funds to finance this contract become unavailable, the Department may terminate the contract upon no less than 24 hours' written notice to Provider. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department will be the final authority as to the availability and adequacy of funds.
3. Termination for Breach: This contract may be terminated for non-performance upon no less than 24 hours' written notice to Provider. Waiver of breach of any provisions of this contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this contract. In the event of default, in addition to the Department's right to terminate the contract, the Department may pursue any of its remedies at law or in equity, including but not limited to, any losses or expenditures of the Department in obtaining replacement services or commodities, investigating, monitoring or auditing, including legal fees, professional fees, consulting fees and witness fees. These remedies shall include offsetting any sums due to the Provider under the Contract, and any other remedies at law or in equity.

C. Renegotiation or Modification: Modifications of provisions of this contract will only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

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D. Contract Representatives Contact Information:

1. The name, mailing address, and telephone number of Provider's official payee to whom the payment will be made is:

Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996
772-288-5735

2. The name of the contact person and street address where Provider's financial and administrative records are maintained is:

George Stokus
435 SE Flagler Avenue
Stuart, FL 34994

3. The name, address, and telephone number of the Department's Contract Manager is:

David Boyett
4052 Bald Cypress Way, Bin C23
Tallahassee, FL 32399-1723
850-617-1937

4. The name, address, and telephone number of Provider's representative responsible for administration of the program under this contract is:

Martin County Board of County Commissioners
Attn: George Stokus
435 SE Flagler Avenue
Stuart, FL 34994
772-288-5735

5. Provide written notice to the other party of any changes in the above contract representative's contact information. Any such changes will not require a formal amendment to this contract.

E. All Terms and Conditions Included: This contract and its attachments and exhibits as referenced, Attachment I, II, III, IV, V, VI and Exhibits 1, 2 ,3& 4contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract will supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is found to be illegal or unenforceable, the remainder of the contract will remain in full force and effect and such term or provision will be stricken.

IN WITNESS THEREOF, the parties hereto have caused this 42 page contract to be executed by their undersigned, duly authorized, officials, and attest to have read the above contract and agree to the terms contained within it.

PROVIDER: MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE:

PRINT/TYPE NAME: GEORGE STOKUS

TITLE: ASSISTANT COUNTY ADMINISTRATOR

DATE:

STATE AGENCY 29-DIGIT FLAIR CODE:

FEID# (OR SSN): F596000743

PROVIDER FISCAL YEAR ENDING DATE: 9/30

ATTEST:

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

STATE OF FLORIDA, DEPARTMENT OF HEALTH

SIGNATURE:

PRINT/TYPE NAME: MELISSA JORDAN, MS, MPH

TITLE: DIRECTOR, DIVISION OF COMMUNITY HEALTH PROMOTION

DATE:

BY SIGNING THIS CONTRACT, THE ABOVE ATTESTS THERE IS EVIDENCE IN THE CONTRACT FILE DEMONSTRATING THIS CONTRACT WAS REVIEWED BY THE DEPARTMENT'S OFFICE OF THE GENERAL COUNSEL.

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

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ATTACHMENT I

A. Services to be Provided

1. General Description:

a. General Statement: This is for the provision and implementation of a Work Plan to enact community-based tobacco prevention interventions.

b. Authority: Section 381.84, Florida Statutes.

2. Definition of Terms:

a. Activity Detail Table: The Department's list of Commitment Change Request (CCR) Eligible Activities.

b. Automated Tobacco Activity Collection System (ATACS): The system created for use by the Department for planning, monitoring, and documenting short- and long-term tobacco prevention intervention goals and outcomes. ATACS allows the Department to review progress towards the Centers for Disease Control and Prevention's Best Practices for Comprehensive Tobacco Control Programs to ensure the Work Plan adheres to the goal, outcome, strategy, and activity standards; allows for the collection of data related to quarterly progress towards Work Plan goals; allows for the need to document the necessity for any changes to the Work Plan commitments; and provides reports to evaluate progress and ensure accountability.

c. Bureau of Tobacco Free Florida (BTFF) SharePoint: The Department's website, available at https://floridahealth.sharepoint.com/sites/External/BTFF_SharePoint, that contains BTFF program forms and guidance.

d. Business Day: Monday through Friday, excluding State of Florida holidays.

e. CCR: An ATACS module that allows Provider to submit a request to modify a previously approved Work Plan.

f. CCR Eligible Activities: As specified on the Activity Detail Table, an activity type that the Department has determined as movable from the originally committed quarter to a subsequent quarter within the same fiscal year.

g. Guidance Document for Submitting Media Forms: The Department's document available on the BTFF SharePoint that specifies how Provider must submit media requests.

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h. Marketing Initiatives: State or local health communication strategies to educate the public on preventing initiation of tobacco, eliminating secondhand smoke exposure, or promoting cessation to tobacco users.

i. Quarter: A three-month period of the contract. The quarters for this contract are July through September (first quarter), October through December (second quarter), January through March (third quarter), and April through June (fourth quarter).

j. Quarterly Progress Update (QPU): An ATACS module that requires Provider to report progress towards the Work Plan. When Provider creates a QPU, a reporting framework specific to the selected quarter from the currently approved Work Plan is created in ATACS.

k. Students Working Against Tobacco (SWAT): A statewide youth organization working to mobilize and educate Florida youth about tobacco prevention. SWAT promotes youth leadership and community involvement while focusing primarily on policy change.

l. Tobacco Free Florida (TFF) Campaign: The Department's statewide tobacco youth prevention and adult cessation media campaign which includes all campaign activities and services for the TFF campaign, including but not limited to the following components: graphic design and printing, media production, media buying, public relations, interactive components of a website (such as calculators or letter generators), and the functional aspect of a web platform (such as website content and social media posts).

m. TFF Media Hub: The Department's website, available at https://mediatffhub.wpengine.com/, developed to serve as a centralized location for all TFF Campaign materials.

n. TFF Media Team: The Department's health communications and marketing staff who oversee the TFF campaign.

o. Training Initiatives: Activities to build capacity of staff, partners, youth, or stakeholders towards reaching the goals of the Work Plan.

p. Work Plan: An ATACS module that requires Provider to establish annual commitments to do work towards the goals, objectives, strategies, and activities.

q. Work Plan Matrix: A document prepared by the Department which outlines the minimum activity requirements that must be included in each approved Work Plan.

B. Manner of Service Provision

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1. Scope of Work: Provider will prepare and implement a Work Plan to enact community-based tobacco prevention interventions and prepare and submit a QPU.

   a. Task List: Provider will perform the following:

      1) During the first contract year, attend the Department's training in person or via webinar on how to prepare the Work Plan as directed by the Department. Document the date of attendance and the name of the person in attendance in the corresponding QPU.

      2) Prepare and submit a Work Plan each contract year as follows:

         a) Prepare a Work Plan and use the Work Plan Matrix, Activity Detail Table, Policy Types – Policy Sub-Types Policy Categories, Target Organizations – Joint Partners –Priority Population Types Tables, Strategies – Activities Table, Goals – Outcomes – Strategies – Policy Types –SMART Objectives Table, or other documents identified by the Department that are available on the BTFF SharePoint to create the Work Plan.

         b) Ensure the Work Plan includes the minimum number of activities as specified in the Work Plan Matrix, including, but not limited to maintaining a SWAT Chapter, conducting public advertised partnership meetings, maintaining partnership records, maintaining staffing, and attending quarterly trainings provided by BTFF.

         c) For the first year of the contract, submit the Work Plan through ATACS 15 calendar days after the date of execution by 11:59 p.m., Eastern Standard Time (EST) to the Department for review and approval. For each subsequent contract year prepare the Work Plan and submit it through ATACS by May 16, at 11:59 p.m., EST, to the Department for review and approval.

         d) Create an annual budget detailing project expenses each year and submit it through ATACS with the corresponding Work Plan to the Contract Manager for review and approval.

         e) If the Work Plan is returned as "not-accepted", modify the Work Plan as specified by the Department and resubmit the revised Work Plan through ATACS within five business days of return.

         f) If the Work Plan must be returned for any additional modifications, complete all subsequent revisions to the Work Plan as specified by the Department and resubmit

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the revised Work Plan by 5:00 p.m., EST, within two business days of return.

g) Prepare a CCR for CCR Eligible Activities as follows:

(1) Notify the Contract Manager via email by the third Friday of the second month of that quarter of the CCR, prior to submitting a CCR through ATACS, for approval. If the Contract Manager approves the CCR, submit the CCR through ATACS for approval no later than the first Friday of the third month of that quarter.

(2) The CCR must:

(a) Be made only once per quarter;

(b) Not retroactively move CCR Eligible Activities;

(c) Move a CCR Eligible Activity to a subsequent quarter within the same fiscal year;

(d) Be completed by the end of the fourth quarter of the same fiscal year (unless otherwise specified in the Work Plan Matrix or Activity Detail Table); and

(e) Meet the minimum program requirements, such as Work Plan goals, outcomes, and strategies.

(3) Revise the CCR as directed by the Department and submit the modified CCR as specified by the Department.

3) Upon approval, implement and complete the activities in accordance with the approved Work Plan. Each Work Plan must include quarterly activities to be performed by Provider each contract year.

4) Ensure all of Provider's local media, marketing, and public relations materials that are part of the approved Work Plan align with the TFF campaign and are not duplicative of the current TFF campaign media vendor's activities, which are specified in the monthly Department webinars, located on the TFF Media Hub, and specified by the Department. Submit all local media, marketing, and public relations materials as well as any required forms as specified in the Guidance Document for Submitting Media Forms. Any local media, marketing, and public relations

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materials must be reviewed and approved by the TFF Media Team prior to publication, distribution, release, etc.

5) Submit any materials from the TFF Media Hub that are to be used as part of the approved Work Plan, as well as any required forms as specified in the Guidance Document for Submitting Media Forms. Materials must be reviewed and approved by the TFF Media Team prior to publication, distribution, release, etc.

6) Submit any materials from the TFF Media Hub that are modified by Provider and are to be used as part of the approved Work Plan as well as any required forms as specified in the Guidance Document for Submitting Media Forms. Such materials must be reviewed and approved by the TFF Media Team prior to publication, distribution, release, etc.

7) Contact the Contract Manager if materials are not available on the TFF Media Hub for a specific tobacco topic or target audience. Purchase or obtain needed materials as directed by the Department.

8) Conduct local marketing efforts in accordance with the approved Work Plan and submit any required forms as specified in the Guidance Document for Submitting Media Forms. Local marketing efforts must be reviewed and approved by the TFF Media Team prior to publication, distribution, release, etc. Local marketing efforts include but are not limited to:

   a) Sponsorship and presence at local events to promote or attain policy changes or to create tobacco free social norms;

   b) Sponsorship of local sports teams to promote or attain policy changes or to create tobacco free social norms;

   c) Signage at local parks, sports fields, playgrounds, etc. to promote or attain policy changes or to create tobacco free social norms;

   d) Purchase or place advertisements in yearbooks, school newspapers, community newspapers, etc. to promote or attain policy changes or to create tobacco free social norms; and

   e) Purchase additional media, such as radio or television advertisements, billboards, or gas toppers, to increase saturation of the statewide TFF Campaign.

9) Obtain Department approval prior to conducting sponsorship initiatives as follows:

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a) Complete the Department's Event Justification Form available on the BTFF SharePoint, other resources and materials as specified by the Department and available on the BTFF SharePoint, and any forms specified on the Activity Detail Table for each sponsorship initiative. Submit the completed form(s), resources, and materials at least 45 business days prior to conducting the sponsorship initiative to the Contract Manager for review and approval.

b) Ensure that the approval request contains all the required documentation. Any request without the proper documentation or not timely submitted may be denied.

10) Obtain Department approval prior to conducting training initiatives as follows:

a) Complete the Department's Training Justification Form available on the BTFF SharePoint and other resources and materials, as identified by the Department and found on the BTFF SharePoint for each training initiative. Submit the completed form, resources, and materials at least 45 business days prior to conducting the training initiative to the Contract Manager for review and approval.

b) Ensure that the approval request contains all the required documentation. Any request without the proper documentation or not timely submitted may be denied.

11) Work collaboratively with other Department tobacco-related funded projects, providers and contractors, and local and statewide non-profit agencies and partners to support community and inter-agency initiatives as needed by the Department throughout the contract term.

12) Prepare and submit the QPU each quarter as follows:

a) Prepare the QPU in accordance with the Department's Target Organizations – Joint Partners – Priority Population Types Tables and the QPU Guidance for BTFF Providers document located on the BTFF SharePoint. Include the following in the QPU:

(1) All activities performed in accordance with the approved Work Plan each quarter;

(2) All information for activities performed as specified in the Activity Detail Table;

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(3) All uploads of back-up documentation to support the reported activity as specified in the Activity Detail Table;

(4) The Department tobacco-related funded projects, providers and contractors, and local and statewide non-profit agencies and partners worked with as specified in Task 11);

(5) Progress made towards policy and non-policy specific self-monitoring, analysis, and reporting technology objectives;

(6) The target organizations that were present, reached, or involved during the completion of the activities in accordance with the approved Work Plan; and

(7) Financial summary information as specified in the ATACS.

b) Submit the QPU through ATACS within 15 calendar days following the end of each quarter.

c) If the QPU is returned as "not accepted", modify the QPU as specified by the Department and resubmit the revised QPU through ATACS within five business days of the returned QPU.

d) If the QPU must be returned for any additional modifications, complete all revisions to the QPU as specified by the Department and resubmit the QPU within two business days of return.

13) Adhere to the requirements of the Department's Data Security and Confidentiality requirements (Attachment V) throughout the contract term.

b. Deliverables: Provider must complete or submit the following deliverables in the time and manner specified:

1) Quarterly: Preparation and implementation of the Work Plan with submission of supporting documentation as specified in Tasks B.1.a.1) through B.1.a.13).

c. Performance Measures: The deliverables must be met at the following minimum levels of performance:

1) Deliverable B.1.b.1):

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a) The Work Plan must be prepared and submitted each contract year as specified.

b) The approved Work Plan must be implemented and activities must be completed in accordance with the approved Work Plan as specified.

c) Other Department tobacco-related funding projects, providers and contractors, and local and statewide non-profit agencies and partners must be worked with as specified.

d) The QPU must be prepared and submitted as specified.

e) The requirements of the Department's Data Security and Confidentiality requirements (Attachment V) must be adhered to as specified.

2. Financial Consequences: Failure of Provider to complete or submit a deliverable in the time and manner specified will result in a reduction in payment for that deliverable as follows:

a. Deliverable B.1.b.1):

1) Failure to prepare and submit the Work Plan each contract year as specified will result in a ten percent reduction in that quarter's invoice amount. An additional one percent reduction in that quarter's invoice amount will result for every business day thereafter the Work Plan is not submitted as specified.

2) Failure to implement the approved Work Plan and complete activities in accordance with the approved Work Plan as specified will result in a five percent reduction in that quarter's invoice amount for each activity not completed as specified.

3) Failure to work with other Department tobacco-related funded projects, providers and contractors, and local and statewide non-profit agencies and partners as specified will result in a five percent reduction in that quarter's invoice amount.

4) Failure to prepare and submit a QPU as specified will result in a ten percent reduction in that quarter's invoice amount. An additional one percent reduction will result for every business day thereafter the QPU is not submitted as specified.

5) Failure to adhere to requirements of the Department's Data Security and Confidentiality requirements (Attachment V) as specified will result in a ten percent reduction in that quarter's invoice amount.

3. Service Location, Times, and Equipment:

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a. Service Location: Services will be coordinated at Provider's location of Martin county.

b. Changes in Location: Provider must notify the Contract Manager in writing a minimum of one week prior to making any changes in location that will affect the Department's ability to contact Provider by telephone, e-mail, facsimile transmission, or in writing.

c. Equipment: Contract funds may be used to purchase equipment necessary to provide services pursuant to this contract. All requests to purchase equipment must be submitted to the Contract Manager in writing and must be approved by the Contract Manager prior to purchase. If the Department objects to the purchase, the Department's determination will be binding on Provider. All items purchased with contract funds must be used for program purposes only and be produced upon request by the Contract Manager.

4. Staffing Requirements:

a. Staffing Levels: Provider must maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities and maintain the minimum staffing requirements as specified in (Attachment IV).

b. Professional Qualifications: Provider's staff members affiliated with this contract must have the education, experience, and training necessary to successfully carry out their duties, including any professional licensure or certification, which may be required by law.

c. Staffing Changes: Notify the Contract Manager in writing within seven business days of any staffing changes that will affect Provider's ability to complete the deliverables under the contract.

C. Method of Payment

1. Payment: This is a fixed price, fixed fee contract. The Department will pay Provider for satisfactory completion of deliverables as specified in Section B.1.b., a total amount not to exceed $841,965.00 for the contract term, subject to the availability of funds. Payments will be made quarterly in the amount of $42,098.25.

2. Unit of Service: A unit of service will consist of one quarter of completed deliverables, as specified in Section B.1.b. A quarter of deliverables will include all deliverables due in that quarter, including any monthly or annual deliverables scheduled for delivery in a particular quarter.

3. Invoice Requirements: Provider must submit a properly completed invoice to the Contract Manager within 30 days from the end of each quarter. The final quarter's invoice must be submitted within 45 days from the end of each contract year. Each invoice must be on Provider's letterhead and contain Provider's

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name as it appears in this contract, Provider's address, the invoice date, the invoice number, the period of service, the contract number, and the payment amount.

4. Financial Specifications: Provider will be responsible for ensuring that all expenses in these specific areas do not exceed these thresholds:

   a. Promotional items and food purchases expenditures combined must not exceed 2.5 percent of the total contract amount as specified in section 381.84, Florida Statutes.

   b. Indirect costs or overhead must not exceed 7.5 percent of the total amount awarded in the contract as specified in section 381.84, Florida Statutes.

   c. County Health Department administrative funding as specified in section 381.84(3)(g), Florida Statutes, may not exceed one percent of the total amount awarded in the contract as specified in RFA 20-002.

   d. Provider must provide an annual match equivalent to seven percent of the annual contract amount as specified in RFA 20-002.

5. Supporting Documentation:

   a. Budget: Attach a copy of the Department approved budget and budget narrative for the initial contract year upon contract execution. Each subsequent contract year, the budget must be submitted to the Contract Manager for approval by May 1. Any revisions to an approved budget or budget narrative must be submitted to the Contract Manager for review and approval prior to implementation.

   b. Quarterly Financial Report: For the first through third quarter, prepare a quarterly financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract and submit it to the Contract Manager within 30 calendar days following the end of each quarter. For the fourth quarter of each contract year, submit the financial report as specified in section I.C.6.c. of the Department's Standard Contract.

D. Special Provisions

1. Contract Renewal: This contract may be renewed for a period of no more than three years beyond the initial contract or for the original term of the contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and will be subject to the availability of funds.

2. Non-Expendable Property Requirements: Non-expendable property is defined as tangible personal property with a value or cost of $5,000.00 or more and

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having a projected useful life of one year or more, any hardback book with a value or cost of $25.00 or more and having an expected useful life of at least one year or more that is circulated to students or the general public, and any hardback book with the value or cost of $250.00 or more that is not circulated to students or the general public. Hardback books with a value or cost of $250.00 or more should be classified as OCO (Other Capital Outlay) expenditures.

All such property purchased with funds from this contract must be listed on the property records of Provider. The listing must include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal or state share, date of acquisition, unit cost, property inventory number, and information on the location, use and condition, transfer, replacement or disposition of the property.

All such property purchased with funds from this contract must be inventoried annually and a written non-expendable property inventory report must be submitted to the Department along with the final expenditure report. A report of non-expendable property must be submitted to the Department along with the expenditure report for the period in which it was purchased.

3. Background Screening: Background screenings are required for each employee, volunteer, intern, student, and subcontractor prior to performing services under this contract in accordance with section I.L.1., of the Department's Standard Contract. The background screening results must be retained on file at Provider's location and made available for review during the programmatic monitoring review. Failure to comply with background screening requirements may result in termination of this contract. Provider will incur all costs associated with the background screenings.

4. Right to Data: Where activities supported by this contract produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Department has the right to use, duplicate and disclose such materials, in whole or in part, in any manner, for any purpose whatsoever, and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, patent, legal title, and every right, interest, claim or demand of any kind to any patent, trademark or copyright, or application for the same will vest in the Department, for the exclusive use and benefit of the Department. No person, firm or corporation, including parties to this contract, will be entitled to use the copyright, patent or trademark without the written consent of the Department.

5. Order of Precedence: Request for Application (RFA) No.20-002, Community-Based Tobacco Prevention Interventions and Provider's response to the RFA, is incorporated by reference into this contract. This contract, the RFA, and Provider's response to the RFA, contain all the terms and conditions agreed upon by the Parties. In the event of any conflict among these documents, the order of precedence will be this contract, Provider's response to the RFA, and then the RFA.

END OF TEXT

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ATTACHMENT II

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Health to recipient organization may be federal or state financial assistance as defined by 2 CFR § 200.40 and/or section 215.97, Florida Statutes, and may be subject to audits and/or monitoring by the Department of Health, as described in this section. For this agreement, the Department of Health has determined the following relationship exist:

1. _____ **Vendor/Contractor (215.97(z), F.S.) and (2 CFR § 200.23)**. Funds used for goods and services for the Department of Health's own use and creates a procurement relationship with Recipient which is not subject to single audit act compliance requirements for the Federal/State program as a result of this contract agreement.

   A vendor/contractor agreement may also be used with an established Service Organization (SO) that is serving as a Third-Party Administrator and in this case, is subject to SSAE18 audit reporting requirements (see Part III. Other Audit Requirements).

2. ___X___ **Recipient/Subrecipient of state financial assistance (215.97(o)(y), F.S.)**. Funds may be expended only for allowable costs resulting from obligations incurred during the specified contract period. In addition, any balance of unobligated funds which has been advanced or paid must be refunded to the Department of Health as the state awarding agency. As well as funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health.

3. _____ **Recipient/Subrecipient of federal financial assistance (2 CFR § 200.40)** . Funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health as the Pass-Through state awarding agency. In addition, the recipient/subrecipient may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award or this agreement.

Note: A vendor/contractor vs. recipient/subrecipient determination must conclude with the completion of **Exhibit 2** to identify the recipient's audit's relationship with the department.
Z q

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F (formerly A-133) - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of Health staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

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AUDIT GUIDANCE

PART I: FEDERALLY FUNDED

This part is applicable if Recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. If a recipient expends $750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the Department of Health by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Health. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§ 200.508-.512.

3. If a recipient expends less than $750,000 in Federal awards in its fiscal year, the recipient is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Note: Audits conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract agreement's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each contract with the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of Recipient's fiscal year end.

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(1)(n), Florida Statutes.

1. If a recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 or thereafter), recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT I** to this contract indicates state financial assistance awarded through the Department of Health by this contract. In determining the state financial assistance expended in its fiscal year, recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If a recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, ,2017 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that a recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than state funds).

Note: An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by Florida Administrative Code Rule 69I-5.003, the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after recipient's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

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PART III: OTHER AUDIT REQUIREMENTS

This part is applicable to a contractor, vendor and/or provider organization serving as a third-party administrator on behalf of FDOH programs and is classified or determined in the FDOH contract agreement to be a Service Organization (SO).

If the contracted entity is determined to be a Service Organization (SO), the entity must perform an attestation to the System Organization Controls (SOC) and submit to FDOH a "Statement on Standards for Attestation Engagements (SSAE18) audit report within the assigned timeframe as agreed upon in the SO's contract agreement. The hired Auditor must make an evaluation consistent with the FDOH contract terms and conditions to determine which SSAE18 report types to perform for the required SOC types. Below are the options available for the SSAE18 reports;

TYPES:

1. **SOC 1** – A report on controls over financial reporting.

   - **Type 1 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.

   - **Type 2 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. (**Auditor conducts testing**)

2. **SOC 2** – A report on controls that may be relevant to security, availability, processing Integrity, confidentiality or privacy. These reports are intended to meet the needs of a broad range of users that need detailed information and assurance about the controls at a service organization relevant to security, availability, and processing integrity of the systems the service organization uses to process users' data and the confidentiality and privacy of the information processed by these systems. These reports can play an important role in:

   - Oversight of the organization
   - Vendor management programs
   - Internal corporate governance and risk management processes
   - Regulatory oversight

   - **Type 1 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.

   - **Type 2 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. (**Auditor conducts testing**)

PART IV: REPORT SUBMISSION

1. Copies of single audit reporting packages for state financial assistance (CSFA) and federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512 and section 215.97(2), Florida Statutes**, shall be submitted by or on behalf of recipient directly to:

   A. The Department of Health as follows:

   SingleAudits@flhealth.gov

   Pursuant to 2 CFR § 200.521, and section 215.97(2), Florida Statutes, recipient shall submit an electronic copy of the reporting package and any management letter issued by the auditor to the Department of Health.

   Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto and accompanied by the "Single Audit Data Collection Form, Exhibit 4." Files which exceed electronic email capacity may be submitted on a CD or other electronic storage medium and mailed to:

   Florida Department of Health
   Bureau of Finance & Accounting
   Attention: FCAM, Single Audit Review
   4052 Bald Cypress Way, Bin B01
   Tallahassee, FL 32399-1701.

   B. The Auditor General's Office as follows:

   One electronic copy email by or on behalf of recipient directly to the Auditor General's Office at: flaudgen_localgovt@aud.state.fl.us.

   One paper copy mail to:
   Auditor General's Office
   Claude Pepper Building, Room 401
   111 West Madison Street
   Tallahassee, Florida 32399-1450

2. In addition to item 1, electronic copies of reporting packages for federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512** shall also be submitted by or on behalf of recipient directly to each of the following:

   A. The Federal Audit Clearinghouse (FAC), the Internet Data Entry System (IDES) is the place to submit the Federal single audit reporting package, including form SF-SAC, for Federal programs. Single audit submission is required under the Single Audit Act of 1984 (amended in 1996) and 2 CFR § 200.36 and § 200.512. The Federal Audit Clearinghouse requires electronic submissions as the only accepted method for report compliances. FAC's website address is: https://harvester.census.gov/facweb/

   B. When applicable, other Federal agencies and pass-through entities in accordance with 2 CFR §200.331 and § 200.517.

3. Copies of SSAE18 reports and supporting documents shall be submitted by or on behalf of SO/Third Party Administrator directly to the FDOH designated Contract Manager (CM) as outlined in each SO contract agreement.

Note: Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this contract shall be submitted timely in accordance with 2 CFR § 200.512 and Florida Statutes, Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department of Health for audits done in accordance with 2 CFR § 500.512 or Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to recipient in correspondence accompanying the reporting package.

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PART V: RECORD RETENTION

Recipient shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of six years from the date the audit report is issued and shall allow the Department of Health or its designee, the CFO, or the Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

End of Text

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EXHIBIT 1

Contract #: COTKA

Federal Award Identification #:_____

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Agency 1_____ CFDA# _____Title_____$_____

Federal Agency 2 _____CFDA# _____Title_____$_____

TOTAL FEDERAL AWARDS $_____

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

_____

_____

_____

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State financial assistance subject to section 215.97, Florida Statutes: CSFA# 64.093 Title State and Community Interventions

$841,965.00

State financial assistance subject to section 215.97, Florida Statutes: CSFA# _____Title_____

$_____

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, FLORIDA STATUTES

$841,965.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

_____

_____

Financial assistance not subject (exempt) to section 215.97, Florida Statutes or 2 CFR § 200.40: $_____

Financial assistance not subject (exempt) to section 215.97, Florida Statutes or 2 CFR § 200.40: $_____

_____

Matching and Maintenance of Effort *

Matching resources for federal Agency(s):

Agency: _____CFDA#_____Title_____ $_____

Maintenance of Effort (MOE):

Agency: _____CFDA#_____Title_____ $_____

***Matching Resources, MOE, and Financial Assistance not subject to section 215.97, Florida Statutes or 2 CFR § 200.306 amounts should not be included by recipient when computing the threshold for single audit requirements totals. However, these amounts could be included under notes in the financial audit or footnoted in the Schedule of Expenditures of Federal Awards and State Financial Assistance (SEFA). Matching, MOE, and Financial Assistance not subject to section. 215.97, Florida Statutes or 2 CFR § 200.306 is not considered State or Federal Assistance.

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Recipients who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR § 200.500, and/or section 215.97, Florida Statutes, recipients who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 is met. Recipients who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.501, and/or section 215.97, Florida Statutes. Recipients who are "higher education entities" as defined in Section 215.97(2)(h), Florida Statutes, and are recipients or subrecipients of state financial assistance, are also exempt from the audit requirements of Section 215.97(2)(a), Florida Statutes. Regardless of whether the audit requirements are met, recipients who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

For the purpose of single audit compliance requirements, the Recipient has been determined to be:

_____Vendor/Contractor not subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes
__X__ Recipient/subrecipient subject to 2 CFR § 200.501and/or section 215.97, Florida Statutes
_____ Exempt organization not subject to 2 CFR § 200.501; For Federal awards for-profit subrecipient organizations are exempt as specified in 2 CFR § 200.501(h).
_____ Exempt organization not subject to section 215.97, Florida Statutes, for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract.

For other audit requirements, the Recipient has been determined to be:

_____ Service Organization (SO) subject to SSAE18 reporting requirements

NOTE: If a recipient is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, it must comply with section 215.97(7), Florida Statutes, and Florida Administrative Code Rule 69I-.5006, [state financial assistance] and 2 CFR § 200.330 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Recipients who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

1. 2 CFR Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. Reference Guide for State Expenditures
3. Other fiscal requirements set forth in program laws, rules, and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the 2 CFR § 200.401(5)(c).

**For funding passed through U.S. Health and Human Services, 45 CFR Part 92; for funding passed through U.S. Department of Education, 34 CFR Part 80.

STATE FINANCIAL ASSISTANCE. Recipients who receive state financial assistance and who are determined to be a recipient/subrecipient must comply with the following fiscal laws, rules and regulations:

1. Section 215.97, Florida Statutes
2. Florida Administrative Code Chapter 69I-5,
3. State Projects Compliance Supplement
4. Reference Guide for State Expenditures
5. Other fiscal requirements set forth in program laws, rules and regulations

This document may be obtained online through the FlHealth website under Audit Guidance. *Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Funding to recipients will be held to applicable legal requirements whether or not outlined herein.

End of Text

EXHIBIT 3

INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS

Part I: Submission to FDOH

Single Audit reporting packages ("SARP") must be submitted to the Department in an electronic format. This change will eliminate the need to submit multiple copies of the reporting package to the Contract Managers and various sections within the Department and will result in efficiencies and cost savings to recipient and the Department. Upon receipt, the SARP's will be posted to a secure server and accessible to Department staff.

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.

  Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted as a single document. Documents which exceed 8 megabytes (MB) may be stored on a CD and mailed to: Bureau of Finance & Accounting, Attention: FCAM, Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1701.
- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 2016-17 fiscal year for the City of Gainesville, the document should be entitled 2016 City of Gainesville.pdf.
- Be accompanied by the attached "Single Audit Data Collection Form." This document is necessary to ensure that communications related to SARP issues are directed to the appropriate individual(s) and that compliance with Single Audit requirements is properly captured.

Questions regarding electronic submissions may be submitted via e-mail to SingleAudits@flhealth.gov or by telephone to the Single Audit Review Section at (850) 245-4185.

Part II: Submission to Federal Audit Clearinghouse

Click Here for instructions and guidance to submit the completed SF-SAC report to the Federal Audit Clearinghouse website or click Here to access the SF-SAC Worksheet & Single Audit Component Checklist Form.

Part III: Submission to Florida Auditor General

Click Here for questions and other instructions for submitting Single SAC reports to the State of Florida, Auditor General's Office

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EXHIBIT 4

Single Audit Data Collection Form

Part 1: GENERAL INFORMATION

1. Fiscal period ending date for the Single Audit.

Month	Day	Year
/	/	

2. Auditee Identification Number

a. Primary Employer Identification Number (EIN)

		--							

b. Are multiple EINs covered in this report ☐Yes ☐No

c. If "yes", complete No. 3.

3. ADDITIONAL ENTITIES COVERED IN THIS REPORT

Employer Identification #	Name of Entity
--	
--	
--	
--	

4. AUDITEE INFORMATON

a. **Auditee name:**

Auditee Primary DUNS#:

b. **Auditee address (number and street)**

City

State **Zip Code**

c. **Auditee contact**
Name:

Title:

d. **Auditee contact telephone**
( ) -

e. **Auditee contact FAX**
( ) -

f. **Auditee contact E-mail**

5. PRIMARY AUDITOR INFORMATION

a. **Primary auditor name:**

b. **Primary auditor address (number and street)**

City

State **Zip Code**

c. **Primary auditor contact**
Name:

Title:

d. **Primary auditor contact telephone**
( ) -

e. **Primary auditor E-mail**
( ) -

f. **Audit Firm License Number**

6. AUDITEE CERTIFICATION STATEMENT – This is to certify that, to the best of my knowledge and belief, the auditee has: (1) engaged an auditor to perform an audit in accordance with the provisions of 2 CFR § 200. 512 and/or section 215.97, Florida Statutes, for the period described in Item 1; (2) the auditor has completed such audit and presented a signed audit report which states that the audit was conducted in accordance with the aforementioned Circular and/or Statute; (3) the attached audit is a true and accurate copy of the final audit report issued by the auditor for the period described in Item 1; and (4) the information included in this data collection form is accurate and complete. I declare the foregoing is true and correct.

AUDITEE CERTIFICATION Date _____/_____/_____

Date Audit Received from Auditor: _____/ _____/ _____

Name of Certifying Official: _____
(Please print clearly)

Title of Certifying Official: _____
(Please print clearly)

Signature of Certifying Official: _____

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Attachment III

Proposed Annual Budget

Note: See Application Guideline 4.3 Compliant Budget Form and Budget Justification Narrative for Instructions
Disclaimer: Additionally, the Department reserves the right to negotiate budgetary changes with applicants prior to execution of the Standard Contract.

Applicant Name: Martin County Human Services
County: Martin
Award Amount Requested: $ 168,395.15

Personnel Information

Name	Job Title	Description	% of Time	Salary	Fringe Benefits
To Be Hired	Tobacco Prevention Sp	See Management Plan	100%	46000	15640
To Be Hired	SWAT Coordinator	See Management Plan	100%	46000	15640
Jeff Kadel	Project Supervisor	See Management Plan	5%	5893	2003.62
		Total Personnel	205	$ 97,893.00	$ 33,283.62

Direct Expenses

Category	Description	Amount
Promotional Items	Required Health Department Signs	1683.95
Food	Food, TFP and SWAT Meetings	1550
Marketing/Media	iHeart Radio Ads	24000
Marketing/Media	Parks & Rec Signs/Advertising	1000
Marketing/Media	Website	2250
Travel	Mandatory State and Regional Mtgs.	450
Other Expenses	Two Laptops for New Staff	2500
Other Expenses	Educational Supplies/Materials	1200

Other Expenses	Material/Poster Printing	750
Office Expenses	Supplies	334.58
Select Direct Expense Categories		
Select Direct Expense Categories		
Select Direct Expense Categories		
Select Direct Expense Categories		
Select Direct Expense Categories		
Select Direct Expense Categories		
Select Direct Expense Categories		
Select Direct Expense Categories		
Select Direct Expense Categories		
Select Direct Expense Categories		

Total Direct Expenses $ 35,718.53

Indirect Expenses

Category	Description	Amount
Telephones	Cell Phones for New Staff	1500
Select Indirect Expense Categories		
Select Indirect Expense Categories		
Select Indirect Expense Categories		
Select Indirect Expense Categories		
Select Indirect Expense Categories		
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Select Indirect Expense Categories		
Select Indirect Expense Categories		
	Total Indirect Expenses	$ 1,500.00

Match Requirement (7%)

Category	Description	Amount
Other Expenses	MCHS Administrator - 6% LOE	5407.46
Other Expenses	MCHS Grants Supervisor - 6% LOE	3487.98
Other Expenses	MCHS Administrator - 33% Fringe	1784.46
Other Expenses	MCHS Grants Superivisor - 33% Fringe	1151.03
	Total Match Expenses	$ 11,830.93

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Attachment IV
Minimum Staffing

County	Staffing Minimum # 100% Tobacco, # FTE	County	Staffing Minimum # 100% Tobacco, # FTE	County	Staffing Minimum # 100% Tobacco, # FTE
Alachua	2 -100%; (2 FTE)	Highlands	2 -100%; (2 FTE)	Polk	2 -100%; (2 FTE)
Baker	1 -100%; (1 FTE)	Hillsborough	2 -100%; (3 FTE)	Putnam	1 -100%; (1 FTE)
Bay	2 -100%; (2 FTE)	Holmes	1 -100%; (1 FTE)	Santa Rosa	2 -100%; (2 FTE)
Bradford	1 -100%; (1 FTE)	Indian River	2 -100%; (2 FTE)	Sarasota	2 -100%; (2 FTE)
Brevard	2 -100%; (3 FTE)	Jackson	1 -100%; (1 FTE)	Seminole	2 -100%; (2 FTE)
Broward	2 -100%; (3 FTE)	Jefferson	1 -100%; (1 FTE)	St. Johns	2 -100%; (2 FTE)
Calhoun	1 -100%; (1 FTE)	Lafayette	1 -100%; (1 FTE)	St. Lucie	2 -100%; (2 FTE)
Charlotte	2 -100%; (2 FTE)	Lake	2 -100%; (2 FTE)	Sumter	1 -100%; (1 FTE)
Citrus	2 -100%; (2 FTE)	Lee	2 -100%; (2 FTE)	Suwannee	1 -100%; (1 FTE)
Clay	2 -100%; (2 FTE)	Leon	2 -100%; (2 FTE)	Taylor	1 -100%; (1 FTE)
Collier	2 -100%; (2 FTE)	Levy	2 -100%; (2 FTE)	Union	1 -100%; (1 FTE)
Columbia	1 -100%; (1 FTE)	Liberty	1 -100%; (1 FTE)	Volusia	2 -100%; (3 FTE)
DeSoto	2 -100%; (2 FTE)	Madison	1 -100%; (1 FTE)	Wakulla	1 -100%; (1 FTE)
Dixie	1 -100%; (1 FTE)	Manatee	2 -100%; (2 FTE)	Walton	1 -100%; (1 FTE)
Duval	2 -100%; (3 FTE)	Marion	2 -100%; (2 FTE)	Washington	1 -100%; (1 FTE)
Escambia	2 -100%; (2 FTE)	Martin	2 -100%; (2 FTE)		
Flagler	2 -100%; (2 FTE)	Miami-Dade	2 -100%; (3 FTE)		
Franklin	1 -100%; (1 FTE)	Monroe	2 -100%; (2 FTE)		
Gadsden	1 -100%; (1 FTE)	Nassau	2 -100%; (2 FTE)		
Gilchrist	1 -100%; (1 FTE)	Okaloosa	2 -100%; (2 FTE)		
Glades	1 -100%; (1 FTE)	Okeechobee	2 -100%; (2 FTE)		
Gulf	1 -100%; (1 FTE)	Orange	2 -100%; (3 FTE)		
Hamilton	1 -100%; (1 FTE)	Osceola	2 -100%; (3 FTE)		
Hardee	1 -100%; (1 FTE)	Palm Beach	2 -100%; (3 FTE)		
Hendry	1 -100%; (1 FTE)	Pasco	2 -100%; (2 FTE)		
Hernando	2 -100%; (2 FTE)	Pinellas	2 -100%; (3 FTE)		

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Attachment V
Application and Data Security and Confidentiality

This attachment is for the purpose of ensuring adequate information security protection is in place in at all times during this contract between the Department of Health hereinafter referred to as "the (Department") and service providers, vendors, and information trading partners, all referenced hereinafter together referred to as "Providers" in this attachment.

In this document, the term State Data means any electronic information including, but not limited to, records, files, computer programs, and databases, that are owned by the state of Florida.

1. **Hosting Data or Applications** – This section applies to all contracts whereby a Provider is hosting data, or hosting an application that processes data, on behalf of the Department. Provider will comply with the following:

   a. Provider, its employees, subcontractors, and agents will comply with all security and administrative requirements of the Department in performance of this contract. Provider will provide immediate notice to the Department's Information Security Manager (ISM), or their designee, in the event it becomes aware of any security breach and any unauthorized transmission of State Data as described below or of any allegation or suspected violation of security requirements of the Department.

   b. Provider will produce, upon entering a contract, a current security audit (no more than 12 months old) performed by a third party that is certified to perform such audits that demonstrate the use of sound security measures and practices by the Provider hosting the data or application that is processing data, as defined by a nationally recognized security framework. Provider will produce the status of any corrective action plans underway to address deficiencies found in the security audit. Provider must provide an annual update on any open corrective action plans associated with the most recent audit's noted deficiencies. The Department has the right to require Provider to produce a new or updated audit every three years during the contract term, at Provider's expense.

   c. Provider will provide a copy of its American Institute of Certified Public Accountants (AICPA) "Standards for Attestation Engagements no. 18" (SSAE 18) Service Organization Controls (SOC) Report, SOC #, Type #, to the Department by July 30, 2021. For each additional year of the contract, at the request of the Department, Provider will obtain a current American Institute of Certified Public Accountants (AICPA) "Standards for Attestation Engagements no. 18" (SSAE 18).

   d. Data Loss Prevention: Provider will perform periodic backups of all data (files, programs, databases, electronic records, etc.) hosted by Provider on behalf of the Department sufficient to ensure no data loss occurs, and that data will be restored from backup when necessary at the Provider's sole expense. In the event of loss of any State Data or records, where such loss is due to the negligence of Provider or any of its subcontractors or agents, the Department may be entitled to sanctions by law or financial consequences per the Contract.

   e. Breach: A confirmed event that compromises the confidentiality, integrity or availability of information or data. In the event of a breach of any State Data where such breach is due to the negligence of Provider or any of its subcontractors or agents, the Department may be entitled to sanctions by law or

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financial consequences per the Contract. Provider may be subject to administrative sanctions for failure to comply with section 501.171, Florida Statutes, for any breach of data, due to a failure to maintain adequate security, and responsible for any costs to the Department for the breach caused by Provider.

f. Data Protection: No State Data or information will be stored in, processed in, or shipped to offshore locations or outside of the United States of America, regardless of method, except as required by law. Access to State Data will only be available to approved and authorized staff, including offshore Provider personnel, that have a legitimate business need. Requests for offshore access will be submitted in accordance with the Department established processes and will only be allowed with express written approval from the Deputy Secretary of Operations. Third parties may be granted time-limited terminal service access to IT resources as necessary for fulfillment of related responsibilities with prior written approval by the ISM. Third parties will not be granted remote access via VPN, private line, or firewall holes, without an approved exemption. Requests for exceptions to this provision must be submitted to the ISM for approval. When remote access needs to be changed, the ISM will be promptly notified. Provider will abide by all Department and state of Florida data encryption standards regarding the transmission of confidential or confidential and exempt information. Documented encryption standards will be provided upon request. Offshore data access must be provided via a trusted method such as SSL, TLS, SSH, VPN, IPSec or a comparable protocol approved by the ISM. Confidential information must be encrypted using an approved encryption technology when transmitted outside of the network or over a medium not entirely owned or managed by the Department.

g. Notice Requirement: Provider will notify the Department upon detection of anomalous or malicious traffic within the scope of contracted services. To the extent applicable, failure to notify the Department of events or incidents that result in breach will subject Provider to legal sanctions, financial consequences per the contract and/or any costs to the Department of such breach of security.

h. Data Retention: Provider must retain data as follows:

i. Copies: At contract termination or expiration, submit copies of all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Provider under the contract; submit copies of all State Data to the Department in a format to be designated by the Department in accordance with section 119.0701, Florida Statutes; shred or erase parts of any retained duplicates containing personal information of all copies to make any personal information unreadable.

ii. Originals: At contract termination or expiration--retain its original records, and maintain, in confidence to the extent required by law, Provider's original records in un-redacted form, until the records retention schedule expires and to reasonably protect such documents and data during any pending investigation or audit.

iii. Both Copies and Originals: Upon expiration of all retention schedules and audits or investigations and upon notice to the Department, destroy all State Data from Provider's systems including, but not limited to, electronic data and documents containing personal information or other data that is confidential and exempt under Florida public records law.

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2. **Application Provisioning** – This section applies to all contracts whereby a Provider is making available a software application to be used by the Department for collecting, processing, reporting, and storing data. Provider's software application used for the Department's automation and processing must support, and not inhibit, each of the following Department security requirements:

   a. Users must never share account passwords or allow other users to use their account credentials. Users are responsible for all activities occurring from the use of their account credentials.

      i. Department employees are responsible for safeguarding their passwords and other authentication methods by not sharing account passwords, email encryption passwords, personal identification numbers, smart cards, identification badges, or other devices used for identification and authentication purposes.

      ii. Passwords will not be passed or stored in plain text. Passwords must be encrypted or secured by other means when stored or in transit.

   b. Department employees will be accountable for their account activity.

      i. Audit records will allow actions of users to be uniquely traced for accountability purposes.

      ii. User accounts must be authenticated at a minimum by a complex password. Department accounts will require passwords of at least 10 characters to include an upper and lowercase letter, a number, and a special character.

      iii. Department employees must log-off or lock their workstations prior to leaving the work area.

      iv. Workstations must be secured with a password-protected screensaver with the automatic activation feature set at no more than 10 minutes.

   c. Department employees must not disable, alter, or circumvent Department security measures.

   d. Computer monitors must be protected to prevent unauthorized viewing.

   e. Consultation involving confidential information must be held in areas with restricted access.

   f. Confidential information must be printed using appropriate administrative, technical, and physical safeguards to prevent unauthorized viewing.

   g. Access to data and information systems must be controlled to ensure only authorized individuals are allowed access to information and that access is granted upon a "need-to-know" basis only.

   h. User accounts will be deleted or disabled, as appropriate, within 30 days of employment termination, non-use of account for 60 consecutive days, or under direction of a manager or Personnel and Human Resource Management's notification of a security violation.

   i. Confidential information will not be disclosed without proper authority. It is the responsibility of each member of the workforce to maintain the confidentiality of information and data. Any employee who discloses confidential information will ensure sufficient authorization has been received, the information has been

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reviewed and prepared for disclosure as required, and no revocation of the requesting document has been received.

j. All employees are responsible for protecting Department data, resources, and assets in their possession.

k. All employees are responsible for immediately notifying their local information security coordinator of any violation of Department security policies, or suspected/potential breach of security.

l. All employees will be knowledgeable of the classifications of data and information and the proper handling of data and information.

3. **Data Interchange** – This section applies to contracts whereby the Department will be sending data transmissions to, or receiving data transmissions from, a Provider for the purpose of independent processing. Examples include: sending laboratory orders to a laboratory, receiving laboratory results, sending billing information to a clearing house, receiving billing results or notification of payment, sending vital statistics to the Social Security Administration, sending physician licensing information to Florida's Agency for Health Care Administration, receiving continuing education credit information for medical profession licensees, etc. Data interchange contracts must have a data sharing agreement in place. Provider will comply with the following:

   a. Follow all Department and state of Florida data encryption standards regarding the transmission of confidential or confidential and exempt information between the Department and the Provider. Documented encryption standards will be provided upon request. All transmission of confidential or confidential and exempt data must utilize a protected protocol such as SSL, TLS, SSH, VPN, IPSec or a comparable protocol approved by the ISM.

   b. Use of any connection to the Department's network will be for retrieving information delivered by the Department, or sending data to the Department, and not for any other access to resources on the Department's network.

   c. Protect and maintain the confidentiality of all data, files, and records, deemed to be confidential or confidential and exempt, retrieved from the Department pursuant to this agreement. The user will immediately notify the Department's ISM of any loss or breach of information originating from the Department and retrieved by Provider.

4. **All IT Services** – This section applies to all contracts whereby a Provider is providing IT services to the Department.

   Provider will protect and maintain the confidentiality of all data, files, and records, deemed to be confidential or confidential and exempt, acquired from the Department pursuant to this agreement. Except as required by law or legal process and after notice to the Department, Provider will not divulge to third parties any confidential information obtained by Provider or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work, including, but not limited to, security design or architecture, business operations information, or commercial proprietary information in the possession of the state or the Department.

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ANNUAL COMPENSATION REPORTING FORM

Florida HEALTH

Attachment VI

Guidance

Most tax-exempt organizations are required to file an annual return with the Internal Revenue Service (IRS). Whether your organization meet this IRS filing requirement or is exempt from the IRS 990 filling, the Florida Department of Health (Department) requires that this form be completed and submitted annually to support your organization's status with the executive compensation requirements.

Business Legal Name		Street Address Including City, State, and ZIP Code	
Telephone		Department Contract #	COTKA
Email		UEI or DUNS #	
FEIN/Tax Id		Parent FEIN/Tax Id (if different)	

☐ Check here if 50% or more of your organization's revenues come from Federal, State or Other grant funds

IRS Filing Status	Organization Types	Reported Status
☐ Not Exempt		
☐ Exempt From 990 (Must complete all sections below)		

Top 5 Highest Paid Officers (Name/Title)	Total Amount Paid in Compensation and Benefits
1. Name/Title	
2. Name/Title	
3. Name/Title	
4. Name/Title	
5. Name/Title	

☐ I attest that no salary and/or compensation benefits were allocated to Department program funds in excess of the Federal Executive Pay Scale threshold for Level II - $197,300 (Click Here to access the Pay Table).

Signature _____ Name _____

Signature of Authorizing Official (Owner/CEO/CFO etc.) *Name/Title of Authorizing Official (Print on form)*

Date of Signature _____ _____ _____

MM *DD* *YYYY*

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INSTRUCTIONS FOR COMPLETING THE FDOH EXECUTIVE COMPENSATION REPORTING FORM

Most tax-exempt organizations are required to file an annual return. Which form an organization must file with the Internal Revenue Service (IRS) generally depends on the organization's financial activities. This FDOH form must be completed by all organizations (non-profits and pro-profits) who are awarded with state appropriation funds (federal/state) as a recipient of state financial assistance or as a sub-recipient of federal financial assistance. Please use the instructions below as a guide for completing each section of the FDOH form.

Business Legal Name	Street Address Including City, State, and ZIP Code
Telephone	FDOH Contract # COTKA
Email	¦ 9ŁĸDUNS #
FEIN/Tax Id	Parent FEIN/Tax Id (if different)

Business legal Name	Insert the exact name as shown on the IRS Tax Id registration certificate, Florida Sun Biz, MFMP registration or the organization name on the FDOH contract agreement. If the contract legal name is different from the registered legal name, please coordinate and contact your FDOH's assigned Contract Manager.
Street Address	Input the mailing or physical address including zip code your organization uses for formal communication. This address may be different from the operating address/es where clients receive services
Telephone	Provide a direct ten (10) digits phone contact including extension number when applicable for follow up questions and inquiries.
FDOH Contract #	Insert all contract numbers for which your organization either received from FDOH as assets (equipment) and/or cash receipts during the reporting fiscal year.
Email	Please provide a secure email address for official business communications with FDOH.
UEI/DUNS #	Obtaining a DUNS number is a requirement for all grantees of federal funds. If your organization is funded with any federal funds (e.g. your contract agreement is labeled with an Assistance Listing Number (ALN, formerly CFDA), please input your DUNS or your assigned Unique Entity Identifier (UEI) number in this box.
FEIN/Tax Id	Please insert your exact nine (9) digits registered Tax Identification number. This should be the same as the Tax Id number on the FDOH contractual agreement. If different, please coordinate with your FDOH assigned Contract Manager.
Parent FEIN/Tax Id	If your organization is either a franchise, affiliate or report to a higher group or organization, please include her the parent (higher level) or affiliate organization's Tax Id number.
☐ **Check here if 50% or more of your organization's revenues come from Federal, State or Other grant funds**	
Check Box #1 (50% or More)	Check this box to indicate if your organization total revenues/receipts come from a combination of federal funds, state funds and other grant funds that could include but not limited to local city county municipalities, hospitals, educational institutions, foundations, etc.

☐ Not Exempt	Choose an item. Choose an item.
Check box #2 (Filing Status) – Not Exempt	Checked this box if your organization is required to file a 990 form annually to the Internal Revenue Services which is a requirement for non-profits organizations under the IRS codes. Next, ▪ move across under "Organization Types" and select the organization type from the dropdown menu closest to your organization type, then ▪ move across under "Reported Status" and select the IRS 990 form type and reporting status based on the IRS filing for the fiscal year being reported. Next, ▪ move to the **"Attestation Box"** for completion, signature and submission.
☐ Exempt From 990	Choose an item. Choose an item.
Check box #3 (Filing Status) – Exempt	Checked this box if check Box #2 above did not apply to your organization and your organization is exempt from filling an IRS 990 form under the IRS codes. Next, ▪ move across and select the organization type from the dropdown menu closest to your organization type, then ▪ move across and select your organization exemption type and/or your total annual receipts range based on the IRS filing criteria. Next, ▪ move to the "Top 5 Highest Paid Officers" to input your organization compensation/benefits.
Top 5 Highest Paid Officers (Name/Title)	Total Amount Paid in Compensation and Benefits
Top 5 Highest Paid Officers	Please list; 1) the names, titles and 2) total dollar amounts of the entity's Executive Team highest paid. This includes all benefits, bonuses, severances real-property as gifts, gifts in the form of cash, other payout, cash-in leave etc. If your entity does not have less than 5 employees or executives, list the maximum number as applicable to your entity and insert a comment under the remaining names/titles to indicate the number of individuals employed in your organization or in your executive team (do not leave any of the 5 name/title fields blank). ▪ move to the **"Attestation Box"** for completion, signature and submission.
☐ I attest that no salary/compensation benefits were allocated to FDOH program funds in excess of the Federal Executive Pay Scale threshold for Level II - $197,300 (Click Here to access the Pay Table).	
Attestation Check Box	This box Must be checked with an authorizing signature to be considered as a valid submission. Checking this box indicates to the following; 1. No individual in your Executive Team received a salary/compensation package greater than the published Federal Executive Pay Scale Threshold (Level II). 2. If the total compensation for any of the top paid executive exceeds the federal threshold, your organization Must submit a separate attachment detailing fund source/s of where the excess salary/compensation amounts are paid or covered by. The attestation signature means that no salary/compensation in excess of the federal threshold was paid from federal/state/other grant funds. 3. Please provide and print the name/title and date of the authorizing signature official who is attesting for the accuracy of this submission.

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Additional Resources

- Interactive Form 990 Overview Training
- StayExempt.irs.gov

Exempt Organization Types and Guidance from IRS

- Charitable Organizations

  Organizations organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, educational, or other specified purposes and that meet certain other requirements are tax exempt under Internal Revenue Code Section 501(c)(3).

- Churches and Religious Organizations

  Churches and religious organizations, like many other charitable organizations, may qualify for exemption from federal income tax under Section 501(c)(3).

- Private Foundations

  Every organization that qualifies for tax-exempt status under Section 501(c)(3) is classified as a private foundation unless it meets one of the exceptions listed in Section 509(a). Private foundations typically have a single major source of funding (usually gifts from one family or corporation rather than funding from many sources) and most have as their primary activity the making of grants to other charitable organizations and to individuals, rather than the direct operation of charitable programs.

- Political Organizations

  A political organization subject to Section 527 is a party, committee, association, fund or other organization (whether or not incorporated) organized and operated primarily for the purpose of directly or indirectly accepting contributions or making expenditures, or both, for an exempt function.

- Other Nonprofits

  Organizations that meet specified requirements may qualify for exemption under subsections other than 501(c)(3). These include social welfare organizations, civic leagues, social clubs, labor organizations and business leagues.

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Signatures: 0
Envelope Originator:
Certificate Pages: 5
Initials: 0
Rashena Itwaru-Womack
AutoNav: Enabled
Rashena.Itwaru-Womack@flhealth.gov
EnvelopeId Stamping: Enabled
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Rashena.Itwaru-Womack@flhealth.gov
Location: DocuSign

Signer Events	Signature	Timestamp
David Boyett David.Boyett@flhealth.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Melissa Jordan, MS, MPH Melissa.Jordan@flhealth.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/30/2021 3:00:45 PM ID: 025cf6cb-64e4-4d71-9898-bcf1c2af7353		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Rashena Itwaru-Womack rashena.itwaru-womack@flhealth.gov OPS GOVERNMENT OPERATIONS CONSULTANT II Florida Department of Health Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 6/30/2021 3:09:24 PM

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
David Boyett David.Boyett@flhealth.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/30/2021 3:09:23 PM Viewed: 6/30/2021 3:19:39 PM

Carbon Copy Events	Status	Timestamp
Susan Pearson Susan.Pearson@flhealth.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/30/2021 3:09:23 PM
Michelle Miller mmiller@martin.fl.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/30/2021 3:09:24 PM Viewed: 6/30/2021 3:12:53 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2021 3:09:23 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO Florida Department of Health:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: antonio.dawkins@flhealth.gov

To advise Carahsoft OBO Florida Department of Health of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at antonio.dawkins@flhealth.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to antonio.dawkins@flhealth.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO Florida Department of Health
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to antonio.dawkins@flhealth.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
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- Until or unless I notify Carahsoft OBO Florida Department of Health as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Florida Department of Health during the course of my relationship with you.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE DOH TOBACCO FREE FLORIDA FUND REVENUES AND APPROPRIATIONS

WHEREAS, The County has been awarded $841,965 from the Florida Department Health to provide tobacco cessation and prevention education to residents, with a focus on youth education. In addition, funds will allow Martin County to work with community groups and agencies to advocate for tobacco policy changes and implementation.

WHEREAS, Unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), F.S.;

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT THESE RECEIPTS AND APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
REVENUES:						
130000	0209	33460	000		$ 841,965.00	State Grants/Human Services
TOTAL:					**$ 841,965.00**	
APPROPRIATIONS:						
130000	0209	03400	564		$ 841,965.00	Other Contractual Services
TOTAL:					**$ 841,965.00**	

DULY PASSED AND ADOPTED THIS 13th DAY OF JULY, 2021

ATTEST:

Carolyn Timmann, Clerk of the Circuit Court and Comptroller

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Stacey Hetherington, Chair

APPROVED AS TO FORM AND CORRECTNESS:

Sarah W. Woods, County Attorney

13-Jul-21 DEPT-1
Agenda Date Item Number

Batch Number Input Date

Office of Management and Budget - Supplemental Memo Attachments

Item #10 – BUDGET RESOLUTION TO ACCEPT ADDITIONAL FUNDING FOR THE COMMUNITY SERVICES BLOCK GRANT (CSBG)

DOCUMENTS REQUIRING ACTION:

- Budget Resolution

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE CSBG GRANT FUND REVENUES AND APPROPRIATIONS

WHEREAS, The Florida Department of Economic Opportunity (DOE) has issued St. Lucie County additional funding for this award period, with Martin County slated to receive $8,219 in additional funding for the current award cycle; and

WHEREAS, No grant match is required; and

WHEREAS, Unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), F.S.;

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT THESE RECEIPTS AND APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

ACCOUNT NUMBER					AMOUNT		LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity			
REVENUES:							
12048	0209	33169	000		$	8,219.00	Federal grants/other human services
TOTAL:					**$**	**8,219.00**	
APPROPRIATIONS:							
12048	0209	08300	564		$	8,219.00	Other Grants and Aids
TOTAL:					**$**	**8,219.00**	

DULY PASSED AND ADOPTED THIS 13TH DAY OF JULY, 2021

ATTEST:

Carolyn Timmann, Clerk of the Circuit Court and Comptroller

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Stacey Hetherington, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Sarah W. Woods, County Attorney

13-Jul-21 — Agenda Date
DEPT-1 — Item Number

Batch Number
Input Date

Office of Management and Budget - Supplemental Memo Attachments

Item #11 – COUNTY ATTORNEY'S OFFICE REQUEST FOR ADDITIONAL FUNDS FROM GENERAL FUND RESTRICTED RESERVES FOR A REAL PROPERTY EVALUATION OF CERTAIN SECTIONS OF THE PAL-MAR AREA BY THE LAW FIRM WEISS, SEROTA, HELFMAN, COLE, AND BIERMAN, P.L. (WEISS SEROTA).

DOCUMENTS REQUIRING ACTION:

- Budget Transfer from General Fund Reserves for Contingencies.

Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 21-0726 DEPT-2 **Meeting Date:** 7/13/2021

PLACEMENT: Departmental

No Items

TITLE:

CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL $1 MILLION OR GREATER

EXECUTIVE SUMMARY:

This item is a placeholder on all Board meeting agendas to streamline the process for items that meet the Board approval threshold. Specific items requiring approval, if any, will be provided by Supplemental Memorandum. If there are no items, a Supplemental Memorandum will not be attached.

DEPARTMENT: Administration

PREPARED BY: **Name:** Krysti Brotherton
Title: Purchasing Manager

REQUESTED BY: Various

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

This item serves as a placeholder for those items that meet the threshold for Board approval for contracts $1 million or greater and contract change orders or amendments that meet the $1 million threshold and cumulatively increase the original contact value by 10% or more.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

Items requiring approval provided via Supplemental Memorandum.

RECOMMENDED ACTION:

RECOMMENDATION

Provided via Supplemental Memorandum.

ALTERNATIVE RECOMMENDATIONS

Provided via Supplemental Memorandum.

FISCAL IMPACT:

RECOMMENDATION

Provided via Supplemental Memorandum. No items will be brought forward unless there is funding available within the CIP, department budget, or reserves.

Funding Source	County Funds	Non-County Funds
Subtotal		
Project Total		

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☐ Other:

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Agenda Item Summary

File ID: 21-0921 DEPT-3 **Meeting Date:** 7/13/2021

PLACEMENT: Departmental

TITLE:

EXECUTIVE SESSION PURSUANT TO FLORIDA STATUTES SECTION 447.605 FOR COLLECTIVE BARGAINING/LABOR NEGOTIATIONS

EXECUTIVE SUMMARY:

Martin County is currently in the process of collective bargaining with the Teamsters Local 769, for the renewal of their collective bargaining agreement. The County's Negotiations Management Team is requesting an executive session to discuss the labor negotiations with Teamsters.

DEPARTMENT: Administration

PREPARED BY: **Name:** Matthew Graham
Title: HR and Risk Management Director

REQUESTED BY: Matthew Graham

PRESET: **noon to 1:00 PM**

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Martin County is currently in the process of collective bargaining negotiations with Teamsters. The current collective bargaining agreement with Teamsters expires on September 30, 2021. The County's Negotiations Management Team is requesting an executive session to discuss the labor negotiations. The Board of County Commissioners has a limited exemption under Florida Statutes Section 447.605 which allows the Board to meet in an executive session to discuss collective bargaining issues.

This session will be attended by each of the five County Commissioners, the Negotiations Management Team Members and the County Attorney.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

This item has been reviewed for legal sufficiency to determine whether it is consistent with applicable

law, has identified and addressed legal risks, and has developed strategies for legal defensibility.

RECOMMENDED ACTION:

RECOMMENDATION

Discuss negotiations in an executive session.

ALTERNATIVE RECOMMENDATIONS

None

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution
☐ Other:

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Agenda Item Summary

File ID: 21-0898 DEPT-4 **Meeting Date:** 7/13/2021

PLACEMENT: Departmental

TITLE:

PRIVATELY MAINTAINED, PUBLICLY DEDICATED ROADWAYS IN MARTIN COUNTY

EXECUTIVE SUMMARY:

Last year, the Board of County Commissioners (Board) directed staff to develop a strategy to address public roads that are privately maintained and to continue to formulate a multifaceted approach. Staff has reviewed this issue, prioritized roadway maintenance prioritization requirements for roadway transfer and developed a potential funding strategy for the Board to consider.

DEPARTMENT: Public Works

PREPARED BY: **Name:** Kylie Yanchula and George Dzama
Title: Field Operations Administrator and Deputy Public Works Director

REQUESTED BY: Martin County Board of County Commissioners

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Last year, the Board of County Commissioners (Board) directed staff to prepare a presentation on privately maintained, public roads in the County. Staff then gave a presentation on the history of roadway classifications relating to the supervision and control of roadways, as well as maintenance responsibility. After the presentation on the history of roadway classifications, the Board directed staff to develop a strategy to address publicly dedicated, privately maintained roadways beyond the current assessable paving program.

Property owners along many publicly dedicated, privately maintained roadways have expressed interest in having the roadway transferred to County maintenance. In order to transfer a publicly dedicated, privately maintained roadway into the County maintenance system, the roadway and drainage facilities must be constructed in accordance to the Martin County Standard Details for Road & Site Construction and Public Facilities. Bringing the roadway up to standard can be accomplished either by property owners assuming responsibility for the road improvements, or by the County completing the improvements through the Roadway Municipal Service Benefit Unit (MSBU) process.

The Roadway MSBU process requires that adjoining property owners request that the County perform the improvements by a 2/3 or 66.7% majority petition. The executed majority petition allows

the County to proceed with Right-of-Way verification, preparation of preliminary cost estimate, and submission of balloting, which requires a 50%+1 majority in favor to proceed. Should the ballot vote be favorable, staff will prepare an Initial Assessment Resolution for public hearing in which the Board of County Commissioners may approve the project to be built by the County and funded via MSBU. The collection cost component is computed for each tax parcel and property owners may pay the collection cost by lump sum or evenly financed 10-year assessment on the property owner tax bill.

The Board has indicated that bringing publicly dedicated, privately maintained roadways into the County maintenance program is a priority. In order to address this priority, staff has developed a strategy for the County to contribute funding towards Roadway MSBU projects. This strategy considers the dedication of the roadway, maintenance responsibility, and roadway material in determining the percentage of funds contributed by the County which would be utilized to subsidize the Roadway MSBU program. All roadways would be required to adhere to the Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways (Florida Greenbook). Martin County local roadway standards in the Land Development Regulations (LDRs) go beyond the minimum requirements in the Florida Greenbook. Approved variances may be possible to waive some of the LDR standards where necessary to allow for the conversion of historical roadways with geographic constraints.

The highest priority (Tier 1) of the program would involve converting publicly dedicated, County maintained unpaved roadways within the Urban Service District (USD) into paved roads using a 100% County-contribution. This will have a direct benefit to the County given that the maintenance cost of unpaved roads is greater than that of paved roads over a 20-year life cycle. The following priorities of the program would require participation in the Roadway MSBU program with County subsidization to respective tiers as follows: 50% to County maintained unpaved roadways outside the USD; 25% to privately maintained unpaved and paved roadways inside the USD; and 10% to privately maintained unpaved and paved roadways outside the USD. It is anticipated that subsidizing the cost of the assessments to property owners will increase participation in the program.

ISSUES:

Lack of enforcement of County standards on existing privately maintained roadways;
Insufficient right-of-way width to meet current County standards;
Roadway infrastructure not built to current County standards;
Assessment equitability;
Socioeconomics;
Funding constraints

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board direct staff to formalize a program for converting roadways to the appropriate standard in accordance with each tier of Roadway MSBU project as presented.

Move that staff facilitate the Roadway MSBU program with recommended County contribution rates and proceed with the paving of County maintained dirt roads within the Urban Service utilizing the

Dirt Road Paving (Urban Service District) CIP project funding allocations starting in FY23.

ALTERNATIVE RECOMMENDATIONS

Move that the Board direct staff to prioritize and program funding to accelerate conversion of Tier 1 dirt roadways into paved roadways over the next four years starting in FY22 in the amount of $1 million annually.

Move that the Board direct staff to reprogram the Dirt Road Paving (Urban Service District) CIP project to the Roadway MSBU CIP project, allocating contribution funding towards the MSBU program for Tier 2-5 roadways starting in FY23 in the amount of $350,000 annually as currently programmed in the CIP.

Move that the board provide direction to staff.

FISCAL IMPACT:

RECOMMENDATION

Continue with the programmed Dirt Road Paving (Urban Service District) CIP project in the amount of $350,000 annually with Roadway MSTU funding.

The conversion of Tier 1 roadways will cost approximately $4 million. Starting in FY23, $350,000 is programmed in the CIP. The conversion of Tier 2-5 roadways will cost $29 million, which will cost the County $8 million in contributive funding. The petition process will be utilized to prioritize roadways and funding identified for contribution.

Funding Source	County Funds	Non-County Funds
Roads MSTU	$350,000.00	
Subtotal		
Project Total		

ALTERNATIVE RECOMMENDATIONS

The conversion of Tier 1 roadways will cost approximately $4 million, which is proposed to be funded at $1 million annually over 4 years. The conversion of Tier 2-5 roadways will cost $29 million, which will cost the County $8 million in contributive funding. The petition process will be utilized to prioritize roadways and $350,000 annually (starting in FY23) currently programmed in the Roads MSTU funding in the Capital Improvement Program can be reprioritized towards conversions. Funds can be identified in fund balance or from the reallocation from another program (i.e. Neighborhood Restoration, Septic to Sewer).

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution
☐ Other:

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JULY 13, 2021

ROADWAY ASSESSMENT IDENTIFICATION & PRIORITIZATION

BACKGROUND

- Last year staff provided a presentation to the Board on publicly dedicated, privately maintained roadways and the assessable paving program

- At the conclusion of the presentation, the Board directed staff to:
  - Develop criteria to prioritize roadway maintenance conversions
  - Identify potential funding strategies for assessable paving

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IDENTIFICATION

Tier	Dedication	Maintenance	Surface	USD	Mileage
1	Public	County	Unpaved	In USD	4.1
2	Public	County	Unpaved	Outside	7.4
3	Public	Private	Paved	In USD	17.4
4	Public	Private	Unpaved	In USD	5.1
5	Public	Private	Unpaved/Paved	Outside	8.8 (6.5 unpaved, 2.3 paved)
6	Private	Private	Any	Both	963.9

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PUBLICWORKS
@WORK

IDENTIFICATION



Public, County, Unpaved, Inside



Public, County, Unpaved, Outside



Public, Private, Paved, Inside

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JG1

IDENTIFICATION



Public, Private, Unpaved, Inside



Public, Private, Unpaved, Outside



Public, Private, Unpaved, Outside

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Slide 5

JG1 The photo on the right looks like an unpaved road to me.
James Gorton, 5/11/2021

ISSUES

- Private property
- Right of way width
- County standards
- Environmental concerns
- Lack of maintenance
- Majority favor
- Funding constraints
- Assessment equitability
- Socioeconomics

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JG2

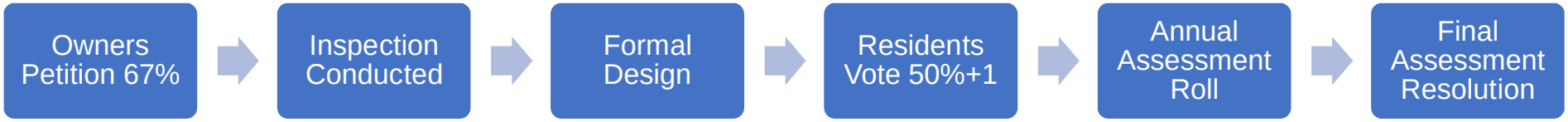
CURRENT STRATEGY

CIP Roads Project for Tier 1 Roads (public, County, unpaved, in USD)

- Programmed for funding at $350,000 per year starting FY23
- Scenario: Conversion of Tier 1 will take 12 years utilizing 100% programmed funds at full County contribution
- Cost benefit to the County

Remaining Roadways

- Handled on petition basis (67% support) through Roadway MSBU Program
- No finite contribution amount
- No programmed funding source



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Slide 7

JG2 The BOCC has not approved contribution amount for current strategy. We have the CIP sheet, but 100% is not the current policy
James Gorton, 5/11/2021

POST PETITION INSPECTION

Petition with 67% support received prompts an inspection of:

- Pavement Condition
- Pavement Width
- Asphalt Thickness
- Road Base
- Striping
- Signage
- ROW Width
- Encroachments
- Sight Distance
- Stormwater System

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PROPOSED STRATEGY

Define contribution amounts by road type

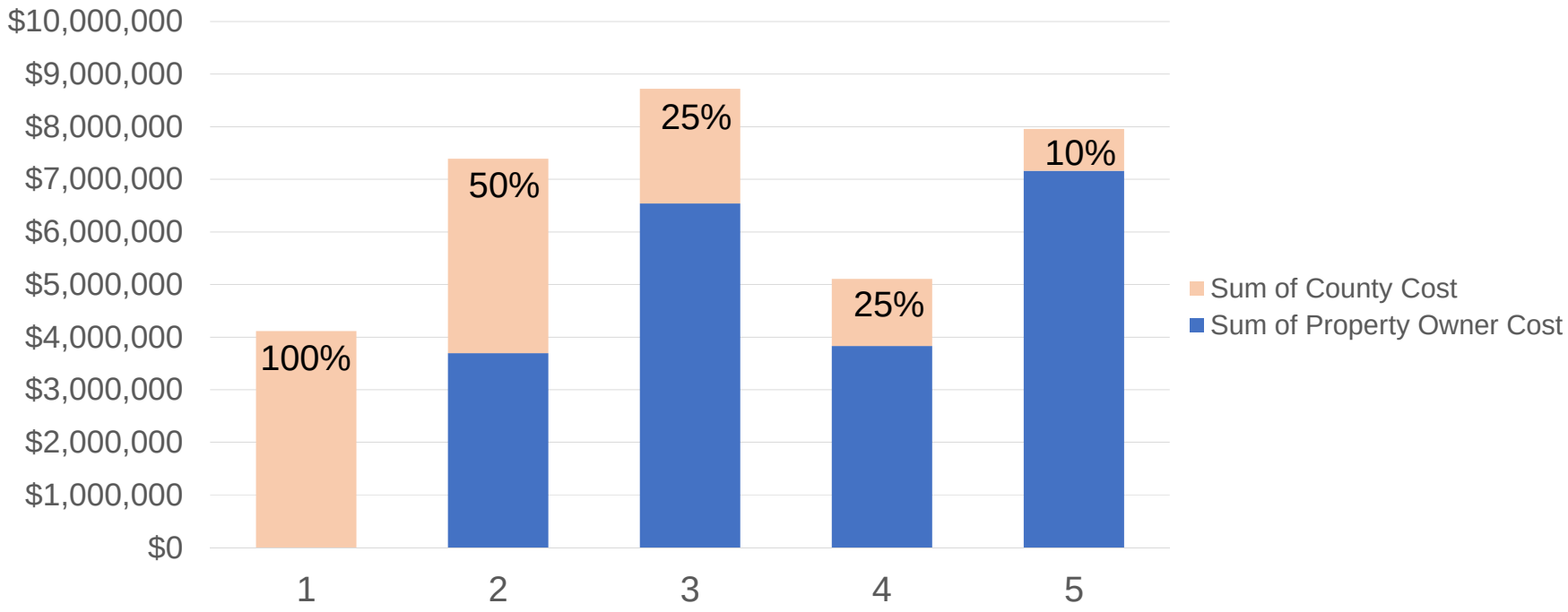
Define appropriate standard for road acceptance

Develop funding source to contribute conversions

Design and construct roadways

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PROPOSED PROGRAM COST BY TIER



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Total County Cost: $12.1 million

ROAD STANDARDS

- At minimum, all roads must adhere to the Florida Department of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook)

- Martin County local roadway standards in the Land Development Regulations go beyond the minimum requirements in the Florida Greenbook

- Some of the LDR standards could be waived for this program

IMPACTS TO OPERATIONS

Initial Impact:

- Average cost to bring paved roads to standard = $500,000/ mile
- Average cost to bring unpaved roads to standard = $1,000,000/ mile

Maintenance Impact:

- Annual right of way maintenance cost (Roads only) = $10,540/ mile
- Annual paved surface cost = $500/mile

Future Rehabilitation Impact:

- Resurfacing cost = $125,000/ mile (20 year life cycle, $6,250/mile/year)

PROPOSED REVENUE SOURCE

Potential Revenue Sources:

- Roads MSTU
- Gas Tax
- Franchise Fees
- Ad Valorem

Total Program Cost to County: $12.1 million

Deferred Impacts to:

- Capital Improvement Plan – Roadway Resurfacing
- Neighborhood Restoration Program
- Septic to Sewer Program

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RECOMMENDATIONS

Formalize a program for converting roadways to the appropriate standard in accordance with each tier of Roadway MSBU project as presented.

Proceed with the paving of County maintained dirt roads within the Urban Service utilizing the Dirt Road Paving (Urban Service District) CIP project fund allocations starting in FY23.

ALTERNATIVE RECOMMENDATIONS

Prioritize the conversion of Tier 1 roadways into paved roads

-Fund this over 4 years at $1 million/year starting in FY22

-Funding source TBD

Set aside County contribution funds for Tier 2-5 roadway conversions

-$350,000 annually for contributions based on previous percentages starting in FY23

-Participation will be determined by the MSBU petition process

-Funding source TBD

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QUESTIONS



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File ID: 21-0940 DEPT-5 **Meeting Date:** 7/13/2021

PLACEMENT: Departmental

TITLE:

REQUEST FOR ADDITIONAL FIRE RESCUE DISPATCH POSITIONS

EXECUTIVE SUMMARY:

Fire Rescue has other responsibilities than fire and emergency response, one of the divisions under the purview of the Fire Rescue Chief is Communications, which is primarily the function of dispatching emergency response vehicles and taking emergency-911 and non-911 related calls. Due to an increase in the call-load and overtime, a request for five (5) additional positions is being made for the current fiscal year (FY21). This request is a health, safety, and welfare issue for those individuals that need fire and/or emergency medical services.

DEPARTMENT: Administration

PREPARED BY: **Name:** Taryn G. Kryzda
Title: County Administrator

REQUESTED BY: Martin County Fire Chief Chad Cianciulli

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Within the Fire Rescue Department, is the Communications Division, or Dispatch. There are currently fifteen (15) positions assigned to that division with one of the positions being a supervisor. The last time an additional position was included in the budget was in the FY2012-2013 (FY13) budget. At that time, a planning position in Emergency Management was reclassified to a Senior Telecommunicator position due to an increase in the call-load and overtime. Prior to FY13, a position was added in FY06, when the total positions for the communications division went from thirteen (13) to fourteen (14).

The communications, or dispatch operations, are physically located at the Public Safety Complex. Dispatchers for the Sheriff and Fire Rescue are completely different in the type of calls that they receive, therefore, their certification, protocols, and training differ. Each dispatch operation is a 24-hour daily operation, 7 days a week and includes calls for all of the County, including municipalities. In 1999 Congress passed the Wireless Communications and Public Safety Act (911 Act). The Federal Communication Commission (FCC) Public Safety and Homeland Security Bureau developed protocols and requirements for all 911 services, which include registration, licensing, and reporting.

The FCC required each 911 licensed agency to have a 911 public safety answering point (PSAP), an established 911 call center, that receives cellular, landline, or text to 911 communications. Florida State Statute 365.179 established the requirement for the Sheriff to collaborate with each first responder agency to facilitate the development and execution of written interlocal agreements between all primary first responder agencies within each county. Martin County's Sheriff has always been the recognized PSAP for the County and, therefore, receives a large portion of the E-911 fees that are part of each communication device.

Over the past few years, the number of emergency (911) and non-911 (there are four call lines that come into dispatch that are not from 911) calls have been steadily increasing. In just the last year, there was an increase of 4.6%, or almost 3,000 additional calls received into dispatch. Last year, the Fire Rescue Telecommunicators received 65,420 calls, 37% were 911 calls and the remaining were deemed non-911. Regardless of the type of call, depending upon the 'emergency' or situation, the length of the call will vary. Those calls that are very complex and/or of an emergency nature, require the telecommunicator to be attentive and remain with the call until they feel they are able to dis-engage. The telecommunicators have very detailed instructions that they follow based upon the type of call and the need of the person calling. Having adequate staffing during each twelve-hour shift is paramount to this emergency service for anyone that has a need for 911 services.

Upon review of the operation, it became apparent to the Fire Chief and others, that there was a significant need for additional positions to alleviate overtime and provide adequate coverage for each twelve-hour shift. Adding five (5) additional positions will allow for the ability to provide minimum staffing levels without impeding the response time for the calls to be answered and will prevent some staff from working longer shifts which can cause unhealthy fatigue.

The County is in the process of creating a revised Interlocal Agreement (ILA) with the City of Stuart to address fire rescue response and coverage, to ensure both parties are compensated should one entity respond to calls within the other entity's defined response jurisdiction. It is anticipated that the structure of the ILA will provide adequate revenues to cover the cost of the additional positions.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

This item does not require any legal sufficiency review.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board approve the addition of five dispatch (combination of Telecommunicator and Senior Telecommunicator) positions for the FY21 budget.

ALTERNATIVE RECOMMENDATIONS

Direct staff accordingly.

FISCAL IMPACT:

RECOMMENDATION

With the implementation of a revised ILA, there is potential for additional revenues to be received that will cover the expense for the additional positions. The five additional positions are estimated to add $322,062 to the FY22 tentative budget. Given the FY21 fiscal year has less than three months remaining, the anticipated cost for the additional positions will be roughly $75,000 which includes salaries and benefits.

Funding Source	County Funds	Non-County Funds
General Fund		$322,062

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☐ Other:

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Agenda Item Summary

File ID: 21-0899 DPQJ-1 **Meeting Date:** 7/13/2021

PLACEMENT: Departmental - Quasi-Judicial

TITLE:

REQUEST PLAT APPROVAL FOR THE HOBE SOUND COURTYARDS PROJECT (A066-005)

EXECUTIVE SUMMARY:

Hobe Sound Townhouse II, LLC requests approval of the Hobe Sound Courtyards plat. Hobe Sound Courtyards is a 20-lot residential townhome development on an approximate 6.42-acre parcel located west of SE Dixie Highway between SE Kingsley Street and SE Algozzini Place in Hobe Sound. Included is a request for a Certificate of Public Facilities Exemption.

DEPARTMENT: Growth Management

PREPARED BY: **Name:** Peter Walden, AICP
Title: Principal Planner

REQUESTED BY: HJA Design, Michael Houston

PRESET:

PROCEDURES: Quasi-Judicial

BACKGROUND/RELATED STRATEGIC GOAL:

Hobe Sound Townhouse II, LLC has requested approval of the Hobe Sound Courtyards plat. Hobe Sound Courtyards is a 20-lot residential townhome development on approximately 6.42 undeveloped acres in Hobe Sound. The property is located between US Highway One to the west and SE Dixie Highway to the east. Included with this application is a request for a Certificate of Public Facilities Exemption.

The property is in the Hobe Sound Community Redevelopment Area (CRA) . On June 16, 2020, the Board of County Commissioners approved land use and zoning changes for the Hobe Sound CRA. The Future land use for the project is now CRA Neighborhood and the zoning subdistrict is Multi-family.

Access to the property is proposed via Algozzini Place that borders the southern property line. Secondary access is proposed by SE Kingsley Street to the north which is a platted right-of-way and was recently added to the County inventory of open roads.

A 1.63-acre preserve is proposed as the site is vegetated with sand pine scrub. Potable water, sanitary sewer and irrigation water is to be supplied by South Martin Regional Utilities (SMRU).

Final site plan approval was received on May 20, 2020. The site has been under construction and the infrastructure is near completion. SE Kingsley Road was improved and opened as part of the development order process.

The following supporting items are attached:
Staff Report
Plat
Approved Final Site Plan
Application Materials
Disclosure of Interest
Sign Certification
Draft Resolution for Denial

ISSUES:

The draft Contract for Construction of Required Improvements and Infrastructure is being finalized and will be submitted by Supplemental Memorandum.

LEGAL SUFFICIENCY REVIEW:

Because this request involves the application of a policy to a specific application and site, it is a quasi -judicial decision. Quasi-judicial proceedings must be conducted with more formality than a legislative proceeding. In quasi-judicial proceedings, parties are entitled - as a matter of due process - to cross-examine witnesses, present evidence, demand that witnesses testify under oath, and demand a decision based on a correct application of the law and competent substantial evidence in the record.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board receive and file the Agenda Item and all its attachments including the staff report as Exhibit 1.
Move that the Board approve the Plat for Hobe Sound Courtyards including the Contract for Construction of Required Improvements and Infrastructure.

ALTERNATIVE RECOMMENDATIONS

Move that the Board continue the Hobe Sound Courtyards Plat request to a date certain.

FISCAL IMPACT:

RECOMMENDATION

The applicant has paid the $13,600.00 application fee and the $290.00 completeness fee.

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☒ Contract / Agreement

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☐ Other:

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MARTIN COUNTY, FLORIDA
DEVELOPMENT REVIEW

STAFF REPORT

A. Application Information

HOBE SOUNDS COURTYARDS
(FKA ALGOZZINI PLACE)
PLAT

Applicant:	Hobe Sound Townhouse II, LLC
Property Owner:	Hobe Sound Townhouse II, LLC
Agent for the Applicant:	HJA Design Studio Michael Houston
County Project Coordinator:	Peter Walden, AICP, Principal Planner
Growth Management Director:	Paul Schilling
Project Number:	A066-005
Application Type and Number:	DEV2020020011
Report Number:	2020_0715_A066-005_Staff_Report_Final
Application Received:	03/16/2020
Transmitted:	03/17/2020
Date of Report:	05/12/2020
Resubmittal Received:	06/11/2020
Transmitted:	06/11/2020
Date of Report:	07/15/2020

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B. Project description and analysis

Request plat approval for 20 Townhome/Rowhome units on approximately 6.42 undeveloped acres in Hobe Sound. The property is located between US Highway One to the west and SE Dixie Highway to the east. Included with this application is a request for a Certificate of Public Facilities Exemption.

The property is in the Hobe Sound Community Redevelopment Area (CRA) . On June 16, 2020 the Board of County Commissioners approved land use and zoning changes for the Hobe Sound CRA. The Future land use for the project is now CRA Neighborhood and the zoning subdistrict is Multi-family. Final site plan approval was received on May 20, 2020.

Access to the property is proposed via Algozzini Place that borders the southern property line. Secondary access is proposed by SE Kingsley Street to the north which is a platted right-of-way and was recently added to the County inventory of open roads.

A 1.63 acre preserve is proposed as the site is vegetated with sand pine scrub. Drinking water, sanitary sewer and irrigation water is proposed to be supplied by South Martin Regional Utilities (SMRU).

C. Staff recommendation

The specific findings and conclusion of each review agency related to this request are identified in Sections F through T of this report. The current review status for each agency is as follows:

Section	Division or Department	Reviewer	Phone	Assessment
F	Comprehensive Plan	Peter Walden	219-4923	Comply
F	ARDP	Samantha Lovelady	288-5664	N/A
G	Development Review	Peter Walden	219-4923	Comply
H	Urban Design	Santiago Abasolo	288-5485	N/A
H	Community Redevelopment	Santiago Abasolo	288-5485	N/A
I	Property Management	Ellen McCarthur	288-5794	N/A
J	Environmental	Shawn McCarthy	288-5508	Comply
J	Landscaping	Karen Sjoholm	288-5909	Comply
K	Transportation	Lukas Lambert	288-5476	N/A
L	County Surveyor	Tom Walker	288-5418	Comply
M	Engineering	Stephanie Piche	223-7945	Comply
N	Addressing	Emily Kohler	288-5692	Comply
N	Electronic File Submission	Emily Kohler	288-5692	N/A
O	Water and Wastewater	James Christ	320-3034	Comply
O	Wellfields	James Christ	320-3034	Comply
P	Fire Prevention	Doug Killane	288-5633	N/A
P	Emergency Management	Michele Jones	219-4941	N/A
Q	ADA	Judy Lamb	221-1396	N/A
R	Health Department	Todd Reinhold	221-4090	N/A
R	School Board	Kimberly Everman	219-1200	N/A
S	County Attorney	Krista Storey	288-5443	N/A
T	Adequate Public Facilities	Peter Walden	219-4923	Exempt

D. Review Board action

This application complies with the threshold requirement for processing as a minor development. As such, final action on this application will be taken by the Growth Management Director.

Pursuant to Section 10.1.F, Land Development Regulations, Martin County, Fla., (2016) it shall at all times be the applicant's responsibility to demonstrate compliance with the Comprehensive Growth Management Plan (CGMP), Land Development Regulations (LDR) and the Code.

The applicant addressed the non-compliance findings from the staff report dated, May 5, 2020 with its resubmittal dated June 6, 2020. The previous staff reports, and resubmittals are incorporated herein by reference. It shall at all times be the applicant's responsibility to demonstrate compliance with the Comprehensive Growth Management Plan (CGMP), Land Development Regulations (LDR) and the Code

E. Location and site information

Parcel number(s) and address:

34-38-42-000-090-0001.2-8	11335 SE Federal Hwy
34-38-42-000-090-0001.5-0	No Address
Existing Zoning:	RM-6, Residential District
Future land use:	FLU-MDR, Future Land Use Med Density Res 8/Acre
Census tract:	Not Applicable
Commission district:	3
Community redevelopment area:	Hobe Sound

Location Map



Aerial



Zoning Atlas Excerpt



Updated land use and zoning are not reflected and were not available at time of this report

F. Determination of compliance with Comprehensive Growth Management Plan requirements - Growth Management Department

Findings of Compliance:

Staff has reviewed this application and finds that that it complies with the LDR, as detailed within this report. Staff recommends approval of this development application as consistent with the guidelines and standards of the applicable Comprehensive Plan goals, objectives and policies, as implemented in the LDR.

G. Determination of compliance with land use, site design standards, zoning, and procedural requirements - Growth Management Department

Findings of Compliance:
The Growth Management Department Development Review Division staff has reviewed the application and finds it in compliance with the applicable regulations. There are no unresolved land use, zoning or procedural requirements issues associated with this application.

H. Determination of compliance with the urban design and community redevelopment requirements – Community Development Department

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this application as currently proposed, pursuant to Section 10.1.F., LDR, Martin County, Fla. (2016)

I. Determination of compliance with the property management requirements – Engineering Department

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this application as currently proposed, pursuant to Section 10.1.F., LDR, Martin County, Fla. (2016)

J. Determination of compliance with environmental and landscaping requirements - Growth Management Department

Environmental

Finding of Compliance:

The Growth Management Department Environmental Division staff has reviewed the application and finds it in compliance with the applicable land development regulations.

Landscape

Finding of Compliance:

The Growth Management Department Environmental Division staff has reviewed the application and finds it in compliance with the applicable Land Development Regulations Article 4, Division 15 -

Landscaping, Buffering, and Tree Protection. [2013].The applicant has proposed construction of a 20 lot subdivision.

The plat documents are consistent with the approved final site plan and approved development order. The survey provides for required areas of landscape and buffering.

K. Determination of compliance with transportation requirements - Engineering Department

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this application as currently proposed, pursuant to Section 10.1.F., LDR, Martin County, Fla. (2016)

L. Determination of compliance with county surveyor - Engineering Department

The County Surveyor's office has reviewed this development application for compliance with applicable statutes and ordinances and finds it in compliance. This division recommends approval of the application, subject to compliance with the standards for the submittal of all post-approval documents and field verification.

M. Determination of compliance with engineering, storm water and flood management requirements - Engineering Department

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this application as currently proposed, pursuant to Section 10.1.F., LDR, Martin County, Fla. (2016)

N. Determination of compliance with addressing and electronic file submittal requirements – Growth Management and Information Technology Departments

Addressing

Finding of Compliance:

The Growth Management Department Environmental Division staff has reviewed the application and finds it in compliance with the applicable land development regulations.

Electronic File Submittal

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this application as currently proposed, pursuant to Section 10.1.F., LDR, Martin County, Fla. (2016)

O. Determination of compliance with utilities requirements - Utilities Department

Water and Wastewater Service

Findings of Compliance:
This development application has been reviewed for compliance with applicable statutes and ordinances and the reviewer finds it in compliance with Martin County's requirements for water and wastewater level of service. [Martin County, Fla., LDR, Article 4, Division 6 and 7, (2016)]

Wellfield and Groundwater Protection

Findings of Compliance:

The application has been reviewed for compliance under the Wellfield Protection Program. The reviewer finds the application in compliance with the Wellfield Protection and Groundwater Protection Ordinances. [Martin County, Fla., LDR, Article 4, Division 5] (2016)

P. Determination of compliance with fire prevention and emergency management requirements – Fire Rescue Department

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this application as currently proposed, pursuant to Section 10.1.F., LDR, Martin County, Fla. (2016)

Q. Determination of compliance with Americans with Disability Act (ADA) requirements - General Services Department

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this application as currently proposed, pursuant to Section 10.1.F., LDR, Martin County, Fla. (2016)

R. Determination of compliance with Martin County Health Department and Martin County School Board

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this application as currently proposed, pursuant to Section 10.1.F., LDR, Martin County, Fla. (2016)

S. Determination of compliance with legal requirements - County Attorney's Office

Review ongoing

T. Determination of compliance with the adequate public facilities requirements - responsible departments

The review for compliance with the standards for a Certificate of Adequate Public Facilities Exemption for development demonstrates that no additional impacts on public facilities were created in accordance with Section 5.32.B., LDR. Exempted development will be treated as committed development for which the County assures concurrency.

Examples of developments that do not create additional impact on public facilities include:

A. Additions to nonresidential uses that do not create additional impact on public facilities;

B. Changes in use of property when the new use does not increase the impact on public facilities over

the pre-existing use, except that no change in use will be considered exempt when the preexisting use has been discontinued for two years or more;

C. Zoning district changes to the district of lowest density or intensity necessary to achieve consistency with the Comprehensive Growth Management Plan;

D. Boundary plats which permit no site development.

U. Post-approval requirements

Approval of the development order is conditioned upon the applicant's submittal of all required post approval documents and fees pursuant to Section 10.11., LDR, Martin County, Fla. (2019).

Please submit all of the following items in a single hard copy packet and in electronic pdf format (on disk or flash drive) with the documents arranged in the order shown in the list below. The 24" x 36" plans should be submitted rolled and in separate sets as itemized below.

Item #1:
Post Approval Requirements List: After approval the applicant will receive a letter and a Post Approval Requirements List that identifies the documents and fees required. The applicant will return the Post Approval Requirements List along with the required documents in a packet with the documents arranged in the order shown on the list.

Item #2:
Recording Costs: The applicant is responsible for all recording costs. The Growth Management Department will calculate the recording costs and contact the applicant with the payment amount required. Checks should be made payable to the Martin County Clerk of Court.

Item #3:
One (1) paper 24" x 36" copy of the approved plat.

Item #4:
A completed Notice of Subdivision Plat Filing Form to be forwarded to the State of Florida Department of Business Regulation.

Item #5:
Original executed Declarations of Covenants and Restrictions for the homeowner's association.

Item #6:
Original executed plat on Mylar or other plastic, stable material. All names, signatures, stamps, and related data must be inscribed in `India' ink or similar indelible ink to assure permanent legibility.

Item #7:
One (1) digital file copy of the plat in AutoCAD 2010-2017 drawing format (.dwg). For other types of computer software that may be utilized by the applicant, a digital exchange file (.dxf) version 2004 may be substituted. The digital version of the boundary survey must match the hardcopy version as submitted.

Item #8:
One (1) copy of the approved cost estimate and, if changed, a revised Cost Estimate with an explanation of its change signed and sealed by the Engineer of Record licensed in the State of Florida.

Item #9:
Original and one (1) copy of the executed Contract for Construction of Required Improvements including the current County-approved cost estimate labeled Exhibit A and corresponding executed surety labeled as Exhibit B.

Item #10:
One (1) blank USB flash/thumb drive, which will be utilized to provide the applicant with the approved stamped and signed project plans.

V. Local, State, and Federal Permits

There are no applicable Local, State and Federal Permits required in conjunction with this plat application.

W. Fees

Public advertising fees for the development order will be determined and billed subsequent to the public hearing. Fees for this application are calculated as follows:

Fee type:	*Fee amount:*	*Fee payment:*	*Balance:*
Application review fees:	$13,600.00	$13,600.00	$0.00
Advertising fees*:	TBD		
Recording fees**:	TBD		

* Advertising fees will be determined once the ads have been placed and billed to the County.
** Recording fees will be identified on the post approval checklist.

X. General application information

Applicant: Hobe Sound Townhouse II, LLC
Jeffrey B Gellman
9508 Windy Ridge Rd
Windermere, FL 34786

Agent: HJA Design Studio
Michael Houston
50 East Ocean Blvd Suite 101
Stuart, FL 34994
772-678-7200

HOBE SOUND COURTYARDS

BEING A REPLAT OF A PORTION OF LOT 90
OF GOMEZ GRANT, PLAT BOOK 1, PAGE 80,
PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA

LEGAL DESCRIPTION

PARCEL 1: THE WESTERLY ONE-HALF OF THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN MARTIN COUNTY, FLORIDA:
COMMENCE AT THE NORTHWEST CORNER OF LOT 90, OF GOMEZ GRANT WEST OF INDIAN RIVER, AS RECORDED IN PLAT BOOK 1, PAGE 80 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY (NOW MARTIN COUNTY), FLORIDA; THENCE RUN EASTERLY ALONG THE NORTH LINE OF THE AFORESAID LOT 90, A DISTANCE OF 1,344.90 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF SECOND AVENUE; THENCE RUN SOUTHERLY ALONG THE WEST RIGHT-OF-WAY LINE OF SECOND AVENUE, A DISTANCE OF 305 FEET TO A POINT; THENCE RUN WESTERLY ON A LINE PARALLEL WITH THE NORTH BOUNDARY LINE OF LOT 90, A DISTANCE OF 1,344.90 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE AFORESAID LOT 90; THENCE RUN NORTHERLY ALONG SAID WEST LINE OF LOT 90 TO THE POINT OF BEGINNING, LESS HOWEVER, THE RIGHT-OF-WAY OF U.S. HIGHWAY ONE AND LESS AND EXCEPT THE NORTH 275 FEET OF THE WEST 350 FEET THEREOF, LESS AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE SOUTH 365 FEET OF SAID LOT 90,
AND
PARCEL 2: THE EAST HALF OF THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN MARTIN COUNTY, FLORIDA:
COMMENCE AT THE NORTHWEST CORNER OF LOT 90, GOMEZ GRANT WEST OF RIVER, AS RECORDED IN PLAT BOOK 1, PAGE 80, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY (NOW MARTIN COUNTY), FLORIDA; THENCE RUN EASTERLY ALONG THE NORTH LINE OF AFORESAID LOT 90 A DISTANCE OF 1,344.90 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF SECOND AVENUE; THENCE RUN SOUTHERLY ALONG WEST RIGHT-OF-WAY LINE OF SECOND AVENUE A DISTANCE OF 305 FEET TO A POINT; THENCE RUN WESTERLY ON A LINE PARALLEL WITH THE NORTH BOUNDARY LINE OF LOT 90, A DISTANCE OF 1,344.90 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE AFORESAID LOT 90; THENCE RUN NORTHERLY ALONG SAID WEST LINE OF LOT 90 TO THE POINT OF BEGINNING, LESS HOWEVER THE RIGHT-OF-WAY OF U.S. HIGHWAY ONE,
LESS AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE SOUTH 365 FEET OF SAID LOT 90,
PARCEL CONTAINS 276,628 SQUARE FEET, OR 6.35 ACRES, MORE OR LESS.

CERTIFICATE OF OWNERSHIP AND DEDICATION

HOBE SOUND TOWNHOUSE II, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BY AND THROUGH ITS UNDERSIGNED OFFICER, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED ON THE PLAT OF HOBE SOUND COURTYARDS AND HEREBY DEDICATES AS FOLLOWS:

1. THE STREET AND RIGHT-OF-WAY (TRACT "A") SHOWN ON THIS PLAT OF HOBE SOUND COURTYARDS, AND DESIGNATED AS PRIVATE, IS HEREBY DECLARED OPEN IN THE MARTIN COUNTY ROAD INVENTORY AND IS DECLARED TO BE THE PROPERTY OF HOBE SOUND COURTYARDS HOMEOWNER ASSOCIATION, INC. (HEREINAFTER "ASSOCIATION") AND THE PRIVATE STREET AND RIGHT-OF-WAY SHALL BE CONVEYED BY DEED TO THE ASSOCIATION, FOR ACCESS, DRAINAGE AND UTILITY PURPOSES (INCLUDING CATV), AND SHALL BE MAINTAINED, REPAIRED AND REPLACED BY THE ASSOCIATION. MARTIN COUNTY HAS REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY, OR LIABILITY FOR, THE PRIVATE STREET AND RIGHT-OF-WAY DESIGNATED AS SUCH ON THIS PLAT.

2. THE UPLAND PRESERVE AREA SHOWN ON THIS PLAT OF HOBE SOUND COURTYARDS, AS TRACT "C" IS HEREBY DECLARED TO BE THE PROPERTY OF HOBE SOUND COURTYARDS HOMEOWNER ASSOCIATION, INC. (HEREAFTER "ASSOCIATION"), AND IS FURTHER DECLARED TO BE PRIVATE PRESERVATION AREA, WHICH SHALL BE CONVEYED BY DEED TO THE ASSOCIATION FOR PRESERVATION PURPOSES AND SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH THE PRESERVE AREA MANAGEMENT PLAN (PAMP) APPROVED BY MARTIN COUNTY. NO CONSTRUCTION IN, OR ALTERATION OR DESTRUCTION OF, THE PARCEL SHALL OCCUR, EXCEPT AS SPECIFIED WITHIN THE PAMP APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA. MARTIN COUNTY HAS REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY, OR LIABILITY FOR ANY UPLAND PRESERVE AREA DESIGNATED AS SUCH ON THIS PLAT.

3. ALL AREAS OF THIS PLAT NOT DESIGNATED AS LOTS OR TRACTS "A", "C" OR "D" SHALL BE DEDICATED AS TRACT "B" COMMON AREA. TRACT "B", IS DESIGNATED AS PRIVATE, IS HEREBY DECLARED TO BE THE PROPERTY OF THE HOBE SOUND COURT YARD HOMEOWNER ASSOCIATION, INC. (HEREAFTER "ASSOCIATION"), AND SHALL BE CONVEYED BY DEED TO THE ASSOCIATION FOR UTILITY, DRAINAGE, ACCESS, RECREATION AND LANDSCAPING PURPOSES, AND SHALL BE MAINTAINED BY THE ASSOCIATION. MARTIN COUNTY HAS REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY OR LIABILITY FOR ANY COMMON AREA DESIGNATED AS SUCH ON THIS PLAT.

4. THE UTILITY EASEMENTS SHOWN ON THIS PLAT OF HOBE SOUND COURTYARDS MAY BE USED FOR UTILITY PURPOSES (INCLUDING CATV) BY ANY UTILITY IN COMPLIANCE WITH SUCH ORDINANCES AND REGULATIONS AS MAY BE ADOPTED FROM TIME TO TIME BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA. MARTIN COUNTY HAS REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY, OR LIABILITY FOR, ANY UTILITY EASEMENTS DESIGNATED AS SUCH ON THIS PLAT.

5. THE DRY RETENTION AREA (TRACT "C") AND PRIVATE DRAINAGE EASEMENTS SHOWN ON THIS PLAT OF HOBE SOUND COURTYARDS, AND DESIGNATED AS SUCH ON THIS PLAT, ARE HEREBY DECLARED TO BE THE PROPERTY OF THE HOBE SOUND COURTYARDS HOMEOWNER ASSOCIATION, INC. (HEREAFTER "ASSOCIATION") AND SHALL BE CONVEYED BY DEED TO THE ASSOCIATION FOR DRAINAGE PURPOSES, AND ALL DRAINAGE FACILITIES LOCATED THEREIN SHALL BE MAINTAINED, REPAIRED AND REPLACED BY THE ASSOCIATION. MARTIN COUNTY HAS REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY, OR LIABILITY FOR, ANY PRIVATE DRAINAGE EASEMENTS DESIGNATED AS SUCH ON THIS PLAT.
6. NOTWITHSTANDING THE OBLIGATION OF HOBE SOUND COURTYARDS HOMEOWNER ASSOCIATION, INC. (HEREINAFTER "ASSOCIATION") OF MAINTENANCE, REPAIR AND REPLACEMENT AS TO THE PRIVATE DRAINAGE EASEMENTS AND/OR TRACTS SHOWN ON THIS PLAT, THERE IS HEREBY DEDICATED TO MARTIN COUNTY A NON-EXCLUSIVE, FLOW-THROUGH DRAINAGE EASEMENT AND REASONABLE RIGHT OF ACCESS TO ENSURE THE FREE-FLOW OF WATER FOR GENERAL PUBLIC DRAINAGE PURPOSES OVER, THROUGH AND UNDER THE FOLLOWING DESCRIBED PRIVATE DRAINAGE EASEMENTS AND/OR TRACTS AS SHOWN ON THE PLAT:
PRIVATE STREET AND RIGHT-OF-WAY TRACT "A"
PRIVATE DRAINAGE EASEMENTS & UTILITY EASEMENTS
COMMON AREA TRACT "B"
RETENTION AREA TRACT "C"
UPLAND PRESERVE TRACT "D"

IN THE EVENT THAT THE FREE-FLOW OF WATER THROUGH THE ABOVE DESCRIBED PRIVATE DRAINAGE EASEMENTS AND/OR TRACTS AND INTO THE PUBLIC DRAINAGE SYSTEM IS DISRUPTED OR PREVENTED, MARTIN COUNTY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, OF REASONABLE ACCESS TO, AND ENTRY UPON, SUCH PRIVATE EASEMENTS AND/OR TRACTS AND ADJACENT LAND FOR THE PURPOSE OF PERFORMING FLOW-THROUGH DRAINAGE MAINTENANCE UPON (30) THIRTY DAYS PRIOR WRITTEN NOTICE TO THE ASSOCIATION; HOWEVER, MARTIN COUNTY SHALL BE REQUIRED ONLY TO ATTEMPT TO PROVIDE REASONABLE NOTICE TO THE ASSOCIATION IN ORDER TO PERFORM FLOW-THROUGH DRAINAGE MAINTENANCE IN RESPONSE TO A DRAINAGE RELATED EMERGENCY WHICH POSES AN IMMEDIATE THREAT TO PUBLIC HEALTH, SAFETY AND WELFARE, WITHIN (10) TEN DAYS OF THE PERFORMANCE OF FLOW-THROUGH DRAINAGE MAINTENANCE BY MARTIN COUNTY. THE ASSOCIATION SHALL PAY TO THE COUNTY THE AMOUNT OF ALL COSTS (INCLUDING ADMINISTRATIVE COSTS) THEREBY INCURRED, AND THE AMOUNT OF SUCH COSTS WILL CONSTITUTE AN EQUITABLE OF SPECIAL ASSESSMENT LIEN, AS DETERMINED BY MARTIN COUNTY, ON ASSOCIATION PROPERTY, INCLUDING THE ABOVE-DESCRIBED EASEMENTS AND/OR TRACTS, AND THE LIEN MAY BE ENFORCED IN ACCORDANCE WITH APPLICABLE LAW.

SIGNED AND SEALED THIS _____ DAY OF _____, 2020.
HOBE SOUND TOWNHOUSE II, LLC
A FLORIDA LIMITED
LIABILITY COMPANY

WITNESS _____ JEFFREY GELMAN
PRINT NAME: MANAGER

WITNESS
PRINT NAME:

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

BEFORE ME PERSONALLY APPEARED JEFFREY GELMAN, WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS MANAGER OF HOBE SOUND TOWNHOUSE II, A FLORIDA LIMITED LIABILITY COMPANY AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID COMPANY, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID COMPANY AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, 2020.

NOTARY PUBLIC
PRINTED NAME
MY COMMISSION EXPIRES: _____

FLORIDA COMMISSION NO.: _____

ACCEPTANCE OF RESERVATIONS

THE HOBE SOUND COURTYARDS HOMEOWNER ASSOCIATION, INC., HEREBY ACCEPTS THE DEDICATIONS OR RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON, DATED THIS _____ DAY OF _____, 2020.

WITNESS HOBE SOUND COURTYARDS
PRINT NAME: HOMEOWNER ASSOCIATION, INC.

WITNESS _____ JEFFREY GELMAN, ITS PRESIDENT
PRINT NAME:

ACKNOWLEDGEMENT

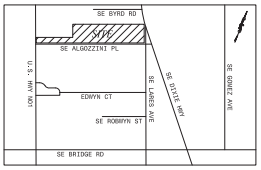
STATE OF _____
COUNTY OF _____

BEFORE ME PERSONALLY APPEARED JEFFREY GELMAN, WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF HOBE SOUND COURTYARDS HOMEOWNER ASSOCIATION, INC., A CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE FOREGOING INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, 2020.

NOTARY PUBLIC
PRINTED NAME
MY COMMISSION EXPIRES: _____

FLORIDA COMMISSION NO.: _____



(NOT TO SCALE)
LOCATION MAP

TITLE CERTIFICATION

I, _____, A MEMBER OF THE FLORIDA BAR, HEREBY CERTIFY THAT AS OF _____, 2020.

1. RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT IS THE NAME OF THE COMPANY EXECUTING THE CERTIFICATE OF OWNERSHIP AND DEDICATION HEREON.

2. ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD ENCUMBERING THE LAND DESCRIBED HEREON ARE AS FOLLOWS: MORTGAGE FROM BANK OZK, AN ARKANSAS STATE BANK EXECUTED ON OCTOBER 31, 2019 AND RECORDED ON NOVEMBER 4, 2019 IN OFFICIAL RECORDS BOOK 3092, PAGE 1725, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

3. ALL TAXES THAT ARE DUE AND PAYABLE PURSUANT TO SECTION 197.192 F.S., HAVE BEEN PAID.

DATED THIS _____ DAY OF _____, 2020.

NAME:
FLORIDA BAR NO.
ADDRESS:

MORTGAGEES CONSENT

STATE OF _____
COUNTY OF _____

BANK OZK, AN ARKANSAS BANKING CORPORATION, HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNERS THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORD BOOK 3092, PAGE 1725, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, BANK OZK, AN ARKANSAS BANKING CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS _____ AND ITS CORPORATE SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS _____ DAY OF _____, 2020.

BANK OZK
AN ARKANSAS BANKING CORPORATION

WITNESS: _____ BY: _____

PRINT NAME: _____

WITNESS: _____ (PRINT NAME)

PRINT NAME: _____ (PRINT TITLE)

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

BEFORE ME PERSONALLY APPEARED _____ WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS _____ OF BANK OZK, AN ARKANSAS BANKING CORPORATION AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT _____ EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS ___ DAY OF _____, 2020.

NOTARY PUBLIC
PRINTED NAME
MY COMMISSION EXPIRES: _____

FLORIDA COMMISSION NO.: _____

SUBDIVISION PARCEL CONTROL NUMBER

SURVEYOR'S CERTIFICATION

STATE OF FLORIDA
COUNTY OF MARTIN

I, GREGORY T. TUCKER, HEREBY CERTIFY THAT THIS PLAT OF HOBE SOUND COURTYARDS IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT SUCH SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SUCH SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED, AS REQUIRED BY LAW; THAT PERMANENT CONTROL POINTS WILL BE SET FOR THE REQUIRED IMPROVEMENTS WITHIN THE PLATTED LANDS; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND APPLICABLE ORDINANCES OF MARTIN COUNTY, FLORIDA.

GREGORY T. TUCKER
FLORIDA SURVEYOR AND MAPPER
REGISTRATION NO. 6147

SURVEYOR'S NOTES:

1) BEARINGS SHOWN HEREON ARE STATE PLANE GRID WITH THE NORTH LINE OF LOT 90, GOMEZ GRANT, BEING S 68°25'00" W.
2) COORDINATES SHOWN HEREON ARE BASED ON FLORIDA EAST COAST STATE PLANE GRID 83/90 ADJUSTMENT. ALL DISTANCES SHOWN HEREON ARE U.S. SURVEY FEET, WITH A SCALE FACTOR OF 1.0000350 FOR STATE PLANE DISTANCES. THE COORDINATES WERE GENERATED BY TOPCON HYPERLITE SYSTEM & REDUNDANT GROUND MEASUREMENTS TO WITHIN 0.03'.
3) NO STRUCTURE OR BUILDING OR ANY KIND OF LANDSCAPING SHALL BE PLACED ON OR WITHIN ANY EASEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND THE COUNTY ENGINEER.
4) BUILDING SETBACK LINES SHALL BE AS REQUIRED BY THE COUNTY OF MARTIN ZONING REGULATIONS.
5) NO UNDERLYING EASEMENTS ARE BEING ABANDONED BY THIS PLAT.
6) THIS PLAT, AS RECORDED IN ITS ORIGINAL FORM IN THE PUBLIC RECORDS, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL.
7) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
8) IN THE EVENT THAT MARTIN COUNTY DISTURBS THE SURFACE OF A PRIVATE STREET DUE TO MAINTENANCE, REPAIR OR REPLACEMENT OF A PUBLIC IMPROVEMENT LOCATED THEREIN, THEN THE COUNTY SHALL BE RESPONSIBLE FOR RESTORING THE SURFACE ONLY TO THE EXTENT WHICH WOULD BE REQUIRED IF THE STREET WERE A PUBLIC STREET, IN ACCORDANCE WITH COUNTY SPECIFICATIONS.

MARTIN COUNTY APPROVAL

THIS PLAT IS HEREBY APPROVED BY THE UNDERSIGNED ON THE DATES INDICATED.

DATE _____ COUNTY SURVEYOR AND MAPPER

DATE _____ COUNTY ENGINEER

DATE _____ COUNTY ATTORNEY

DATE _____ CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

ATTEST: _____
CLERK OF COURT

CLERKS RECORDING CERTIFICATE

I, CAROLYNN TIMMANN, CLERK OF THE CIRCUIT COURT OF MARTIN COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN PLAT BOOK _____, PAGE _____, MARTIN COUNTY, FLORIDA, PUBLIC RECORDS, THIS _____ DAY OF _____ 2020.

CAROLYNN TIMMANN
CLERK OF CIRCUIT COURT
OF MARTIN COUNTY, FLORIDA

BY: _____
DEPUTY CLERK
CIRCUIT COURT SEAL

FILE NO. _____

SURVEYOR'S SEAL

BANK SEAL

HOBE SOUND TOWN HOUSE II, LLC

MARTIN COUNTY

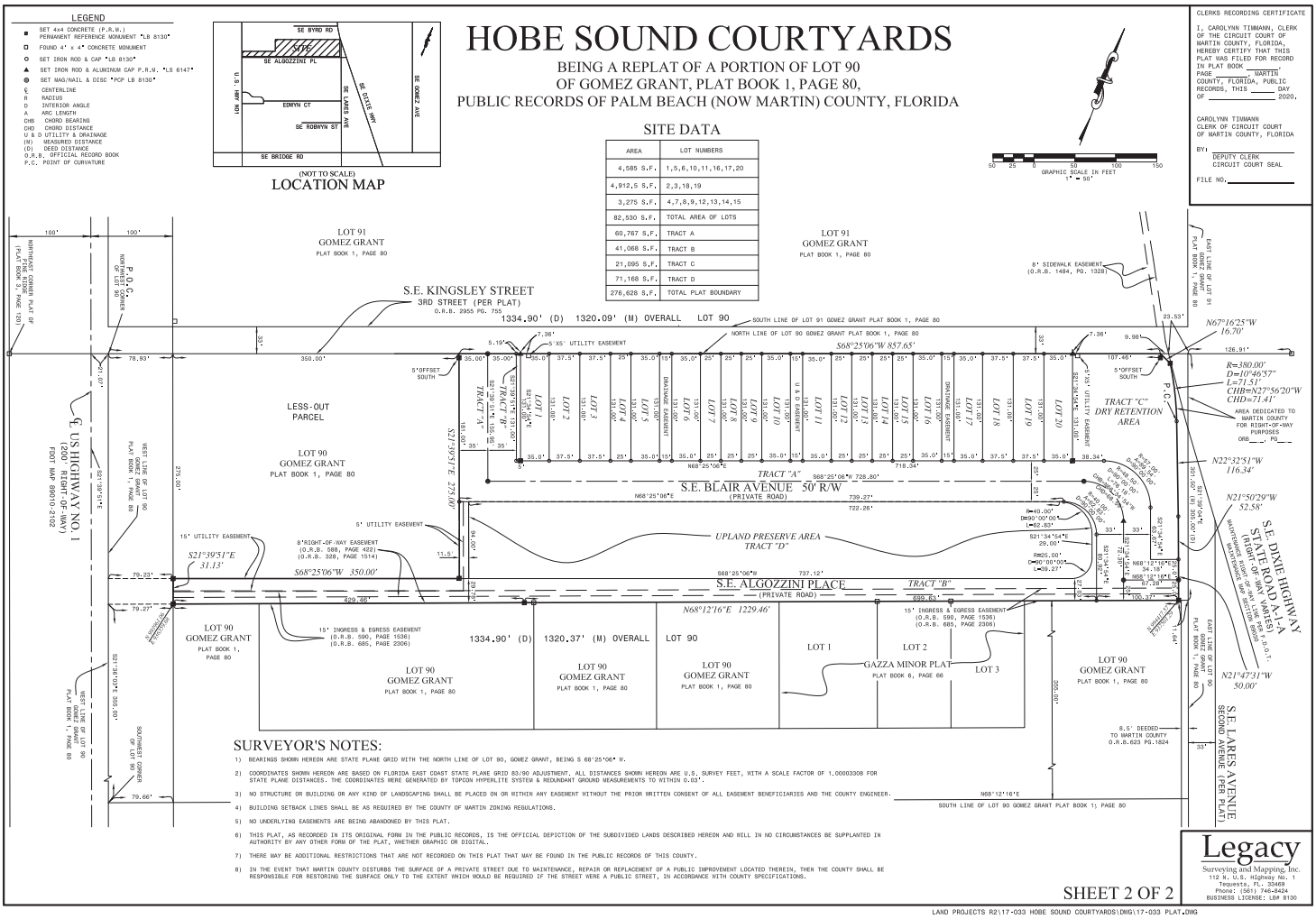
SHEET 1 OF 2

Legacy
Surveying and Mapping, Inc.
112 N. U.S. Highway No. 1
Tequesta, FL. 33469
Phone: (561) 746-6424
BUSINESS LICENSE: LB# 8130

LAND PROJECTS R2\17-033 HOBE SOUND COURTYARDS\DWG\17-033 PLAT.DWG

HOBE SOUND COURTYARDS

BEING A REPLAT OF A PORTION OF LOT 90
OF GOMEZ GRANT, PLAT BOOK 1, PAGE 80,
PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA



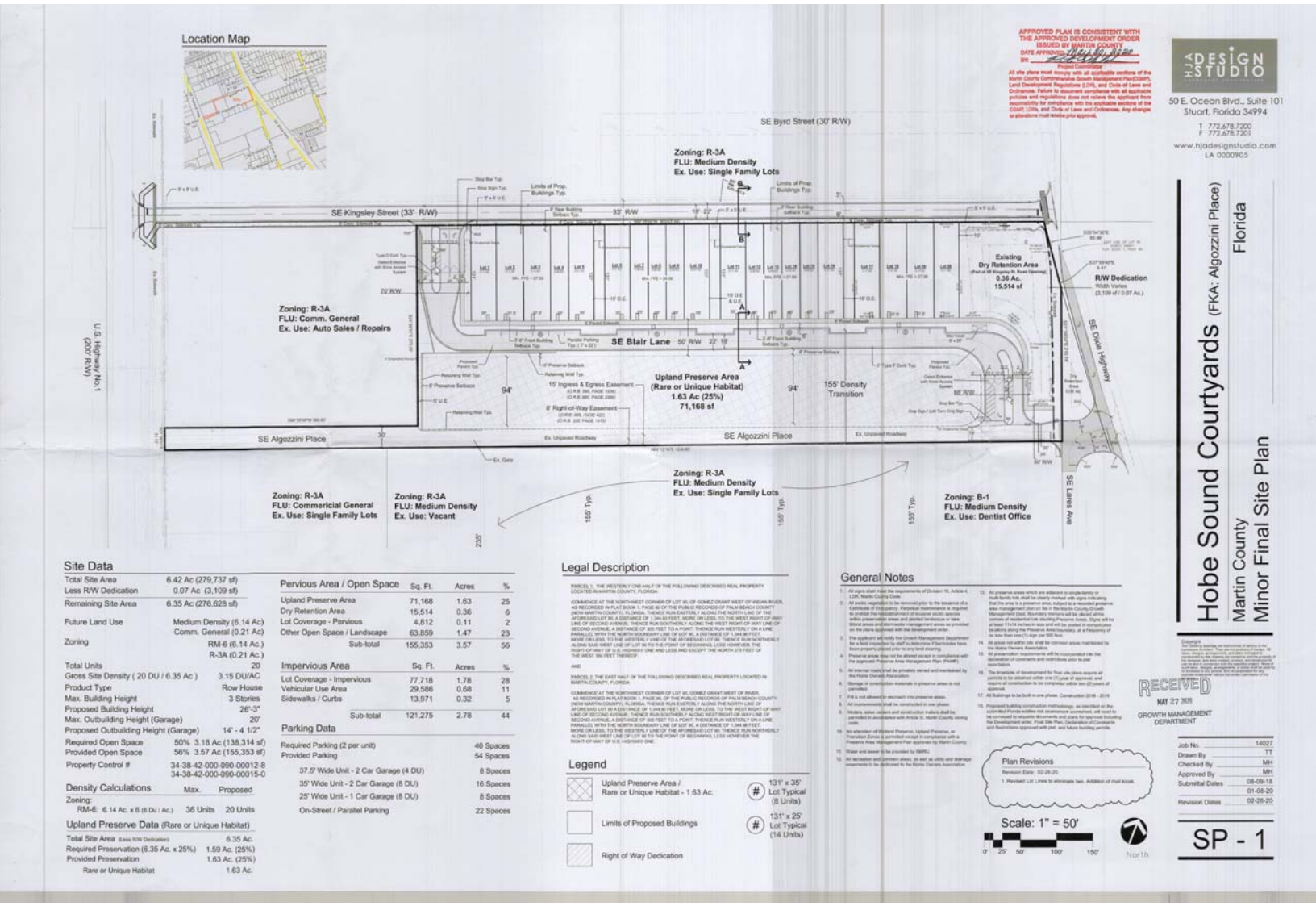
SURVEYOR'S NOTES:

1) BEARINGS SHOWN HEREON ARE STATE PLANE GRID WITH THE NORTH LINE OF LOT 90, GOMEZ GRANT, BEING S 68°25'06" W.
2) COORDINATES SHOWN HEREON ARE BASED ON FLORIDA EAST COAST STATE PLANE GRID 83/90 ADJUSTMENT. ALL DISTANCES SHOWN HEREON ARE U.S. SURVEY FEET, WITH A SCALE FACTOR OF 1.00003308 FOR STATE PLANE DISTANCES. THE COORDINATES HERE GENERATED BY TOPCON HYPERLITE SYSTEM & REDUNDANT GROUND MEASUREMENTS TO WITHIN 0.03'.
3) NO STRUCTURE OR BUILDING OR ANY KIND OF LANDSCAPING SHALL BE PLACED ON OR WITHIN ANY EASEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND THE COUNTY ENGINEER.
4) BUILDING SETBACK LINES SHALL BE AS REQUIRED BY THE COUNTY OF MARTIN ZONING REGULATIONS.
5) NO UNDERLYING EASEMENTS ARE BEING ABANDONED BY THIS PLAT.
6) THIS PLAT, AS RECORDED IN ITS ORIGINAL FORM IN THE PUBLIC RECORDS, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL.
7) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
8) IN THE EVENT THAT MARTIN COUNTY DISTURBS THE SURFACE OF A PRIVATE STREET DUE TO MAINTENANCE, REPAIR OR REPLACEMENT OF A PUBLIC IMPROVEMENT LOCATED THEREIN, THEN THE COUNTY SHALL BE RESPONSIBLE FOR RESTORING THE SURFACE ONLY TO THE EXTENT WHICH WOULD BE REQUIRED IF THE STREET WERE A PUBLIC STREET, IN ACCORDANCE WITH COUNTY SPECIFICATIONS.

Legacy
Surveying and Mapping, Inc.
112 N. U.S. Highway No. 1
Tequesta, FL. 33469
Phone: (561) 746-8424
BUSINESS LICENSE: LB# 8130

SHEET 2 OF 2

LAND PROJECTS R2\17-033 HOBE SOUND COURTYARDS\DWG\17-033 PLAT.DWG



APPROVED PLAN IS CONSISTENT WITH THE APPROVED DEVELOPMENT ORDER ISSUED BY MARTIN COUNTY
DATE APPROVED: 2/26/20
BY: _____
Project Coordinator
All site plans must comply with all applicable sections of the Martin County Comprehensive Growth Management Plan(CGMP), Land Development Regulations (LDR), and Code of Laws and Ordinances. Failure to document compliance with all applicable policies and regulations does not relieve the applicant from responsibility for compliance with the applicable sections of the CGMP, LDRs, and Code of Laws and Ordinances. Any changes or alterations must receive prior approval.

HJA DESIGN STUDIO
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

Hobe Sound Courtyards (FKA: Algozzini Place)

Martin County Florida

Minor Final Site Plan

Site Data

Total Site Area	6.42 Ac (279,737 sf)	
Less R/W Dedication	0.07 Ac (3,109 sf)	
Remaining Site Area	6.35 Ac (276,628 sf)	
Future Land Use	Medium Density (6.14 Ac)	
	Comm. General (0.21 Ac)	
Zoning	RM-6 (6.14 Ac.)	
	R-3A (0.21 Ac.)	
Total Units	20	
Gross Site Density (20 DU / 6.35 Ac)	3.15 DU/AC	
Product Type	Row House	
Max. Building Height	3 Stories	
Proposed Building Height	26'-3"	
Max. Outbuilding Height (Garage)	20'	
Proposed Outbuilding Height (Garage)	14' - 4 1/2"	
Required Open Space	50%	3.18 Ac (138,314 sf)
Provided Open Space	56%	3.57 Ac (155,353 sf)
Property Control #	34-38-42-000-090-00012-8	
	34-38-42-000-090-00015-0	

Density Calculations

	Max.	Proposed
Zoning:		
RM-6: 6.14 Ac. x 6 (6 Du / Ac.)	36 Units	20 Units

Upland Preserve Data (Rare or Unique Habitat)

Total Site Area (Less R/W Dedication)	6.35 Ac.
Required Preservation (6.35 Ac. x 25%)	1.59 Ac. (25%)
Provided Preservation	1.63 Ac. (25%)
Rare or Unique Habitat	1.63 Ac.

Pervious Area / Open Space	Sq. Ft.	Acres	%
Upland Preserve Area	71,168	1.63	25
Dry Retention Area	15,514	0.36	6
Lot Coverage - Pervious	4,812	0.11	2
Other Open Space / Landscape	63,859	1.47	23
Sub-total	155,353	3.57	56

Impervious Area	Sq. Ft.	Acres	%
Lot Coverage - Impervious	77,718	1.78	28
Vehicular Use Area	29,586	0.68	11
Sidewalks / Curbs	13,971	0.32	5
Sub-total	121,275	2.78	44

Parking Data

Required Parking (2 per unit)	40 Spaces
Provided Parking	54 Spaces
37.5' Wide Unit - 2 Car Garage (4 DU)	8 Spaces
35' Wide Unit - 2 Car Garage (8 DU)	16 Spaces
25' Wide Unit - 1 Car Garage (8 DU)	8 Spaces
On-Street / Parallel Parking	22 Spaces

Legal Description

PARCEL 1: THE WESTERLY ONE-HALF OF THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN MARTIN COUNTY, FLORIDA:

COMMENCE AT THE NORTHWEST CORNER OF LOT 90, OF GOMEZ GRANT WEST OF INDIAN RIVER, AS RECORDED IN PLAT BOOK 1, PAGE 80 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY (NOW MARTIN COUNTY), FLORIDA; THENCE RUN EASTERLY ALONG THE NORTH LINE OF THE AFORESAID LOT 90, A DISTANCE OF 1,344.80 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF SECOND AVENUE; THENCE RUN SOUTHERLY ALONG WEST RIGHT-OF-WAY LINE OF SECOND AVENUE, A DISTANCE OF 300 FEET TO A POINT; THENCE RUN WESTERLY ON A LINE PARALLEL WITH THE NORTH BOUNDARY LINE OF LOT 90, A DISTANCE OF 1,344.80 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE AFORESAID LOT 90; THENCE RUN NORTHERLY ALONG SAID WEST LINE OF LOT 90 TO THE POINT OF BEGINNING, LESS HOWEVER, THE RIGHT-OF-WAY OF U.S. HIGHWAY ONE AND LESS AND EXCEPT THE NORTH 275 FEET OF THE WEST 330 FEET THEREOF.

AND

PARCEL 2: THE EAST HALF OF THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN MARTIN COUNTY, FLORIDA:

COMMENCE AT THE NORTHWEST CORNER OF LOT 90, GOMEZ GRANT WEST OF RIVER, AS RECORDED IN PLAT BOOK 1, PAGE 80, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY (NOW MARTIN COUNTY), FLORIDA; THENCE RUN EASTERLY ALONG THE NORTH LINE OF AFORESAID LOT 90 A DISTANCE OF 1,344.80 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF SECOND AVENUE; THENCE RUN SOUTHERLY ALONG WEST RIGHT-OF-WAY LINE OF SECOND AVENUE, A DISTANCE OF 300 FEET TO A POINT; THENCE RUN WESTERLY ON A LINE PARALLEL WITH THE NORTH BOUNDARY LINE OF LOT 90, A DISTANCE OF 1,344.80 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE AFORESAID LOT 90; THENCE RUN NORTHERLY ALONG SAID WEST LINE OF LOT 90 TO THE POINT OF BEGINNING, LESS HOWEVER THE RIGHT-OF-WAY OF U.S. HIGHWAY ONE.

Legend

- Upland Preserve Area / Rare or Unique Habitat - 1.63 Ac.
- Limits of Proposed Buildings
- Right of Way Dedication
- # 131' x 35' Lot Typical (8 Units)
- # 131' x 25' Lot Typical (14 Units)

General Notes

1. All signs shall meet the requirements of Division 15, Article 6, LDR, Martin County Code.
2. All exotic vegetation to be removed prior to the issuance of a Certificate of Occupancy. Perpetual maintenance is required to prohibit the reestablishment of invasive exotic species within preservation areas and planted landscape or lake littoral areas and stormwater management areas as provided on the plans approved with the development order.
3. The applicant will notify the Growth Management Department for a field inspection by staff to determine if barricades have been properly placed prior to any land clearing.
4. Preserve areas may not be altered except in compliance with the approved Preserve Area Management Plan (PAMP).
5. All internal roads shall be privately owned and maintained by the Home Owners Association.
6. Storage of construction materials in preserve areas is not permitted.
7. Fill is not allowed to encroach into preserve areas.
8. All improvements shall be constructed in one phase.
9. Models, sales centers and construction trailers shall be permitted in accordance with Article 10, Martin County zoning code.
10. No alteration of Wetland Preserve, Upland Preserve, or Transition Zones is permitted except in compliance with a Preserve Area Management Plan approved by Martin County.
11. Water and sewer to be provided by SMRU.
12. All recreation and common areas, as well as utility and drainage easements to be dedicated to the Home Owners Association.
13. All preserve areas which are adjacent to single-family or multi-family lots shall be clearly marked with signs indicating that the area is a preserve area, subject to a recorded preserve area management plan on file in the Martin County Growth Management Dept. Boundary markers will be placed at the corners of residential lots abutting Preserve Areas. Signs will be at least 11x14 inches in size and will be posted in conspicuous locations along the Preserve Area boundary, at a frequency of no less than one (1) sign per 500 feet.
14. All areas not within lots shall be common areas maintained by the Home Owners Association.
15. All preservation requirements will be incorporated into the declaration of covenants and restrictions prior to plat recordation.
16. The timetable of development for final site plans require all permits to be obtained within one (1) year of approval, and require all construction to be completed within two (2) years of approval.
17. All Buildings to be built in one phase. Construction 2018 - 2019
18. Proposed building construction methodology, as identified on the submitted Florida wildfire risk assessment worksheet, will need to be conveyed to reusable documents and plans for approval including the Development order, Final Site Plan, Declaration of Covenants and Restrictions approved with plat, and future building permits.

Plan Revisions
Revision Date: 02-26-20
1. Revised Lot Lines to eliminate two. Addition of mail kiosk.

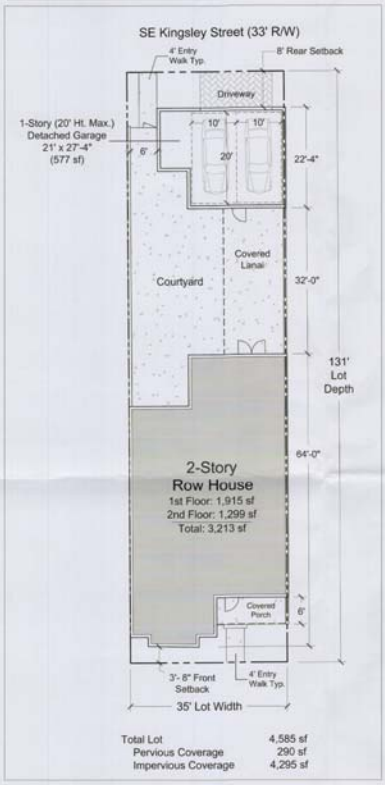
Scale: 1" = 50'
0' 25' 50' 100' 150'
North

RECEIVED
MAY 27 2020
GROWTH MANAGEMENT DEPARTMENT

Job No.	14027
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	08-09-18
	01-08-20
Revision Dates	02-26-20

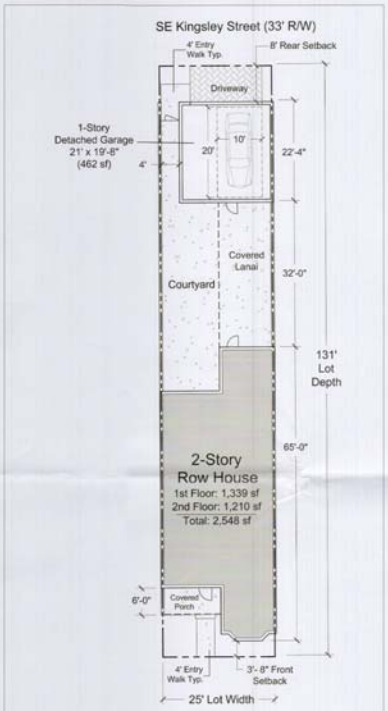
SP - 1

35ft - Unit Typical (8 Total)



Total Lot	4,585 sf
Pervious Coverage	290 sf
Impervious Coverage	4,295 sf

25ft - Unit Typical (14 Total)



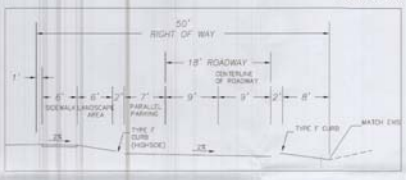
Total Lot	3,275 sf
Pervious Coverage	178 sf
Impervious Coverage	3,097 sf

Hobe Sound CRA Standards - Row House

Building Placement / Height	CRA	Proposed
Lot Width	16' to 35'	8 @ 35', 14 @ 25'
Building Width	16' to 35'	8 @ 35', 14 @ 25'
Building Depth	65' Max.	65' Max.
Front Setback	0' - 10'	3' - 8"
Side Setback	0'	0'
Rear Setback (outbuilding accessed from Alley)	6' Min.	8'
Main Building Max. Height	3 stories	26'-3"
Outbuilding (Garage) Max. Height	20' Max.	14'- 4 1/2"

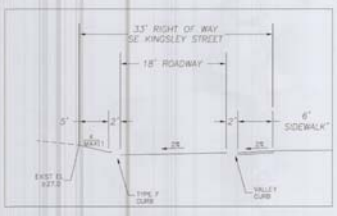
Section A-A - SE Blair Lane - 50' R/W

Scale: N.T.S.



Section B-B - SE Kingsley Street - 33' R/W

Scale: N.T.S.



Scale: 1" = 10'

0' 5' 10' 20' 30'

HJA DESIGN STUDIO
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LA 0000905

Hobe Sound Courtyards (FKA: Algozzini Place)

Martin County Florida

Minor Final Site Plan

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All drawings, plans, and documents of service in the Landscape Architect's "They are and shall remain the property of the Landscape Architect. They are not to be used in whole, or in part, in any form, and shall be returned or accounted for to the Landscape Architect on demand. All rights of the designer, and common law, and statutory rights are reserved. No use shall be made in connection with the specified project. None of the drawings, plans or specifications shall be copied, reproduced or disclosed in any manner, nor modified in any manner whatsoever without the written permission of the designer.

Job No.	14027
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	08-09-18
	01-08-20
Revision Dates	01-07-20

SP - 2

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE

HAND DELIVERED

June 8, 2020

Pete Walden,
Principal Planner
Martin County Growth
Management Department
2401 SE Monterey Road
Stuart, Florida 34996

RE: Hobe Sound Courtyards f.k.a. Algozzini Place Minor Final Site Plan – Plat County Project Number: A066-005 & Application Type and Number: DEV2020020011

Dear Pete:

We are in receipt of the staff report dated, May 2020 and provide responses to address the outstanding issues:

Unresolved Issues:

F. Determination of compliance with Comprehensive Growth Management Plan requirements - Growth Management Department
Item #1: Generic Comp Plan Compliance-GMD

This application cannot be deemed to be in compliance with the Martin County Comprehensive Growth Management Plan (CGMP) until the issues identified in this report have been satisfactorily resolved. Martin County, Fla., CGMP, § 1.3

Response: Acknowledged and understood.

G. Determination of compliance with land use, site design standards, zoning, and procedural requirements - Growth Management Department

Unresolved issues:

1. The Plat is not consistent with the final site plan. The plat shows 22 townhome units, the latest revised site plan submitted depicts just 20 townhome units.

Response: Please find attached the updated Plat with 20 townhomes shown, consistent with the approved final site plan.

HJA Design Studio
50 East Ocean Boulevard, Suite 101 Stuart, Florida USA 34994 T 772.678.7200 F 772.678.7201

J. Determination of compliance with environmental and landscaping requirements – Growth Management Department

Environmental

Unresolved Issue:

Item#1: PLAT CONSISTENCY AND COVENANTS

Specific provisions for County enforcement of the PAMP and a reduced copy of the final development plan or plat clearly indicating preserve area locations shall be attached to the declaration of covenants and restrictions as recorded in the County public records. MARTIN COUNTY, FLA., LDR Section 4.36.B.7 (2013) No reference for county enforcement of the PAMP is in the covenants. Please add accordingly.

Response: Language has been included in the submittal taken from information provided by Environmental staff.

L. Determination of compliance with county surveyor - Engineering Department

Unresolved Issues:

Item#1:
A boundary survey, signed and sealed by the surveyor and mapper whose signatures and seals appear on the plat, must be submitted. The survey shall:

1. Have been completed within 180 days of the date of the initial staff review of the plat;
2. Be certified to meet the minimum technical standards recognized by Florida Board of Professional Land Surveyors, as set forth in Chapter [DOACS 5J-17.050, 051, 052 and Chapter 177.041 061] and established pursuant to Ch 472, F. S., as amended.
3. Include a title opinion of an attorney or certification by an abstractor [Ch 177.041.(1) and (2), F. S.]

A specific purpose survey may be submitted in the circumstance in which a safe upland line is used to approximate the boundary adjacent to a navigable water body. [Ch. 177.04, Prt I, F. S.; Sec. 4.912.C.14, M.C. Code, Vol 2]

Remedy/Suggestion/Clarification:
Please provide a copy of the Title Commitment referenced on the ALTA Survey.

Response: A copy of the title commitment on ALTA Survey is attached.

Item#2:
All references to Plat of Gomez Grant recording information are incorrect.

Remedy/Suggestion/Clarification:
It should say, "Palm Beach (Now Martin) County."

Response: The title atop plat sheet 1 & 2 was revised to say "Palm Beach (Now Martin) County."

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Item#3:
The plat must show the following: Permanent reference monuments (P.R.M.) must be placed at each corner or change in direction on the boundary of the lands being platted and must not be more than 800 feet apart unless inaccessible. Permanent control points (P.C.P.) must be set at the intersection of the centerline of the right-of-way at the intersection of all streets and shown on the plat.

Remedy/Suggestion/Clarification:
PRMs on South boundary line exceed 800 feet. Please address.

Response: Another P.R.M.s was added on the south property line.

Item#4:
Plat certification and consent language must be provided in substantial conformance to ... [Resolution No. 02-6.1]

Remedy/Suggestion/Clarification:

Please add "DECLARED OPEN IN THE MARTIN COUNTY ROAD INVERNTORY AND ARE…" after "…DESIGNATED AS PRIVATE, ARE HEREBY…"

Response: Plat dedicated No.1 was revised with the following language has been added to the Plat: "DECLARED OPEN IN THE MARTIN COUNTY ROAD INVERNTORY AND ARE…" after "…DESIGNATED AS PRIVATE, ARE HEREBY…"

Item#4:
The legal description shall be consistent with the title certification. It shall include the total acreage of the platted land. [Ch 177.091.(11), Prt 1, F.S.; 4.912.C.20, M.C. Code Vol 2]

Remedy/Suggestion/Clarification:
Please provide title certification as also referenced in Item #1.

Response: The title certification has been included in the resubmittal packet to address this issue and that also referenced in Item#1.

Item #5:

1. Label centerline of private right-of-way including bearings, distances and curve data (including chord distance and chord bearing).
2. Add PCPs for centerline.

Response: The centerline of the private right-of-way has been labeled and P.C.P.s were added.

Item#6:
Ensure plat is consistent with the approved final site plan.

Remedy/Suggestion/Clarification:
Inconsistencies including but not limited to:

1. Lot acreage not show on the plat.
2. Parcels not shown on the site plan.
3. Discrepancy in distance along south line of plat/site plan.

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50 East Ocean Boulevard, Suite 101 Stuart, Florida USA 34994 T 772.678.7200 F 772.678.7201

Response:

1. ***The lot acreage has been included on the Plat, consistent with the approved final site plan.***

2. ***Parcel details are now shown on the final site plan as was approved.***

3. ***The identified discrepancy between the approved site plan and the proposed plat along the south line of both documents has been corrected to be consistent.***

Item#7:
Please provide a closure report for all parcels and overall boundary.

Response: Note the attached closure report provided.

Item#8:
Please provide a Field Inspection Request for all PRMs, PCPs and Lot Corners prior to recordation of the plat.

Response: The Field Inspection Report for all P.R.M.s, only will be requested upon approval of the Plat, and P.R.M.s with P.C.P.s and lot corners inspected upon completion of the construction.

N. Determination of compliance with addressing and electronic file submittal requirements – Growth

Addressing

Unresolved Issues:

Item#1: The street name on the plat needs to match the street name on the site plan. The name on the site plan is SE Arielle Ave. The name on the plat has been changed to SE Blair Ave.

Response: The street name has been amended on the final site plan ahead of approval to SE Blair Ave. consistent with the Plat and client's instruction.

We have attached the now approved final site plan and development order in addition to the updated plat documentation and supporting materials. Should you require any additional information or clarification of any of the materials provided, please do not hesitate to contact any of the team representing the project or myself.

Sincerely,



Michael Houston, ASLA
President

HJA Design Studio
50 East Ocean Boulevard, Suite 101 Stuart, Florida USA 34994 T 772.678.7200 F 772.678.7201

This instrument prepared by
and after recording return to:

Mary-Beth T. Valley, Esq.
South Milhausen, PA
1000 Legion Place, Suite 1000
Orlando, Florida 32801

DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

FOR HOBE SOUND COURTYARDS

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DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HOBE SOUND COURTYARDS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HOBE SOUND COURTYARDS (this "**Declaration**") is made this _____ day of _____, 2019 by HOBE SOUND TOWNHOUSE II, LLC, a Florida limited liability company (the "**Declarant**") (as further defined below), whose post office address is 9508 Windy Ridge Road, Windermere, Florida 34786, and is joined in by HOBE SOUND COURTYARDS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("**Association**"), whose post office address is 9508 Windy Ridge Road, Windermere, Florida 34786.

RECITALS:

A. Declarant owns the real property described in the plat for _____, as recorded in Plat Book **_____, Pages **_____ through **_____, inclusive, of the Public Records of Martin County, Florida.

B. The Property is a proposed residential community known as "**HOBE SOUND COURTYARDS**" (the "**Development**").

C. Declarant is the developer of the "**community**" (as that term is defined in the Association Act) pursuant to the Association Act.

D. Declarant has incorporated the Association, which Association will be conveyed title to certain Property, and which Association will be delegated the powers of and responsibility for maintaining and administering certain Property and Improvements, administering and enforcing this Declaration and the other Association Documents, and collecting and disbursing the monies derived from the Assessments hereafter levied.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that this Declaration encumber the Property and such Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. Some of the definitions set forth in the Association Documents may contain terms, conditions, and provisions that are necessary for: (i) the proper interpretation of the Association Documents; and (ii) to fully understand the Members' rights, privileges, responsibilities, duties, liabilities, and obligations under the Association Documents and under the Association Act. Capitalized terms used above or herein that are not defined in this Article I shall have the meanings given to such terms elsewhere in this Declaration. When used above or herein in this Declaration, the following terms shall have the following meanings:

A. "**ADDITIONAL PLAT**" shall mean the plat of any Additional Property; provided a Supplemental Declaration for such Additional Property is recorded amongst the Public Records of the County in accordance with this Declaration. "**Additional Plat**" shall also mean the replat of all or any portion of the Plat or any other plat of all or any portion of the Property.

B. "**ADDITIONAL PROPERTY**" shall mean any real property (other than the Property) that may be submitted by Declarant or any third party authorized by Declarant to the terms and provisions of this Declaration by a Supplemental Declaration which shall be executed by the owner of the Additional Property and need not be joined in by any other person or Owner. No portion of any Additional Property shall be encumbered by this Declaration unless and until such property is added by a Supplemental Declaration by the fee owner thereof. In the event any Additional Property becomes encumbered by this Declaration, then, and only then in such event, the term "**Property**" as used herein shall also include the Additional Property.

C. "**AMENDMENT(S)**" shall mean any and all amendments to this Declaration, all of which shall be consecutively numbered beginning with the "**First Amendment to the Declaration of Covenants, Conditions and Restrictions for the Community**" and each of which shall be properly adopted pursuant to the terms of the Association Documents and recorded in the Public Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County. "**Amendment(s)**"shall also mean any and all amendments to any Supplemental Declaration, as recorded in the Public Records of the County.

D. "**ANNUAL ASSESSMENTS**" shall mean and refer to the assessments levied annually by the Association pursuant to the Homeowner Association Act, Chapter 720, Florida Statutes "**Association Act**" and the "**Budget**" (as that term is defined in Section 7.03(a) of this Declaration).

E. "**ARCHITECTURAL REVIEW BOARD**" or "**ARB**" shall mean the committee created pursuant to Article VIII hereof.

F. "**AREA(S) OF COMMON RESPONSIBILITY**" shall mean and refer to any land or Improvement located in or near the Property which is not intended to be owned by the Association, but which is intended to be improved, maintained, or operated by the Association in the manner and to the extent determined from time to time by the Board. Areas of Common Responsibility may be designated by this Declaration, any Supplemental Declaration, a contract entered into by the Association, or by a decision of the Board. The following are hereby designated as Areas of Common Responsibility:

(1) **Rights of Way and Entrance Area**. Subject to limitations imposed by any Governmental Authority, the Association shall maintain, repair and replace to the extent determined by the Board, the signs; lighting fixtures; electrical equipment; drainage improvements in accordance with the Permit; irrigation lines and equipment; landscape materials and features; and other improvements from time to time located

within the unpaved rights-of-way and unpaved medians in any rights-of-way as shown on any recorded Plat;

(2) **Street Lighting**. The Association may arrange for and assess the Owners for the fixture rental, electrical usage and other costs of street lighting for the Property and any Areas of Common Responsibility; and

(3) **Easements.** The Association shall maintain, repair and replace any walls, signs, lighting fixtures, electrical equipment, drainage improvements (in accordance with the Permit), irrigation lines and equipment, landscape materials and features, and other improvements from time to time located within all wall and landscape easements created in favor of the Association as shown on any recorded Plat. Notwithstanding the foregoing, the Owner of each Lot encumbered by a wall easement shall maintain all landscaping lying between the wall and that Owner's Townhome, and said Owner shall maintain the paint or other surface finish, if any, on the vertical surface of the wall which faces the Owner's Townhome, failing which the Association shall perform the required maintenance and may levy an Individual Assessment to cover the costs thereof.

The foregoing duties and prerogatives of the Association are subject to the terms of Article IV, hereof, regarding potential implementation of one or more MSTU/MSBU or similar mechanisms to assume responsibility for and collect the funds necessary to pay the costs of any of the foregoing or any other services that would otherwise be the responsibility of the Association under this Declaration or otherwise.

G. "**ARTICLES**" shall mean the Articles of Incorporation of the Association which have been filed in the Office of the Secretary of State of the State of Florida, a true copy of which is attached hereto as **Exhibit "B"** and incorporated herein by this reference, as such Articles may be amended from time to time.

H. "**ASSESSMENTS**" shall mean and include: (i) Annual Assessments or charges; (ii) "Special Assessments" (as that term is defined in Section 7.04(a) of this Declaration); (iii) "Individual Assessments" (as that term is defined in Section 7.04(b) of this Declaration); (iv) if required to be paid pursuant to the terms hereof or hereafter required by the Board from time to time, a one-time only start-up assessment ("**Start-Up Assessment**"); (v) assessments or amenity fees permitted pursuant to the Association Act; and (vi) any interest and late charges that may be imposed by the Board at its discretion, and the cost of collection of any of the foregoing, including, without limitation, court costs and expenses/fees and reasonable attorneys' and paralegals' fees before trial, at trial, and on appeal.

I. "**ASSOCIATION**" shall mean and refer to HOBE SOUND COURTYARDS HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns, pursuant to the Articles, filed in the Office of the Secretary of State of the State of Florida, as amended by any amendments thereto, with full powers and authority pursuant to Florida Statutes Section 617.0302 and which Association is responsible for the maintenance, preservation and architectural control of the Community as provided in this Declaration.

J. "**ASSOCIATION DOCUMENTS**" shall mean in the aggregate this Declaration, the Articles and the Bylaws, the Plat, the Additional Plat, if any, and all of the instruments and documents referred to therein, including, but not limited to, any Amendment(s) and Supplemental Declaration(s).

K. "**ASSOCIATION PROPERTY**" shall mean such portions of the Property which are not included in any Lot, except those areas dedicated to the public by the Plat or Additional Plat, if any, and which are or shall be owned or maintained by the Association, as set forth in this Declaration, for the common use and enjoyment of the Owners within the Community, together with landscaping and any other Improvements thereon, including, without limitation, the Stormwater Management System, the Utility Systems, all structures, gatehouses, open spaces, private streets, asphalt bike paths, horse trails, sidewalks, irrigation facilities, decorative street lights, perimeter fence, entry or other lighting, if any, and entrance features, buffer tracts, monument walls, site walls, gazebos, retaining walls, fountains, littoral plantings and decorative street signs, but excluding any public utility installations thereon.

L. "**BLOCK**" shall mean and refer to any group of adjacent Lots constituting a block as depicted on any Recorded Plat, including any improvements from time to time constructed, erected, placed, installed or located thereon. If applicable, a Block may be considered Limited Common Area.

M. "**BOARD**" shall mean the governing board of director body of the Association.

N. "**BUILDER**" or "**HOMEBUILDER**" shall mean and refer to any person or legal entity that has acquired or that acquires title to any Lot expressly in furtherance of: (1) the business of developing the Lot for eventual construction of Townhomes thereon in the ordinary course of such person's or entity's business; or (2) the business of constructing Townhomes thereon, in the ordinary course of such person's or entity's business, for later sale to bona fide Third-Party Purchasers that is not a Builder or an affiliate of a Builder. After the Turnover occurs, Declarant shall be considered and deemed a Builder with regard to or concerning any Lot(s) that Declarant then owns or thereafter acquires title to, and with Declarant, as a Builder, automatically being deemed to and having all rights, powers, benefits, easements, and reservations afforded to a Builder under the Governing Documents or that may be delegated to a Builder by Declarant under the Governing Documents.

O. "**BYLAWS**" shall mean the Bylaws of the Association, which have been or will be adopted by the Board, an initial copy of which is attached hereto as **Exhibit "C"** and incorporated herein by this reference, as such Bylaws may be amended from time to time.

P. "**COMMON AREA(S)**" or "**COMMON PROPERTY**" shall mean and refer to the real and personal property from time to time owned or intended to be owned by the Association and devoted to the use and enjoyment of all Members of the Association, all at Common Expense. Without limiting the generality of the foregoing, the Common Area tracts depicted or defined in the Plat shall be Common Property. Common Property shall include, but not be limited to, easement areas which are held by the Association as grantee. Additional Property may contain Common Property, but no commitment is made that any Additional Property will in fact contain Common Property. The definition of "**Common Area**" and

"**Common Property**" shall also include the definition of "**common area**" defined in the Association Act.

Q. "**COMMON EXPENSE**" shall mean and refer to the actual and estimated expense of operating the Association and meeting the costs to be incurred by the Association in performing its duties and in exercising its prerogatives, including, without limitation, costs incurred for operation, management, administration, maintenance, repairs, replacement, insurance and improvement of the Common Property and Areas of Common Responsibility, and for any reserves from time to time established to be set aside by the Board. Except as may be expressly set forth herein, all undertakings or activities of the Association concerning the Property, the Community, the Common Property, the Areas of Common Responsibility, and enforcing the provisions of the Association Documents, shall be done at Common Expense.

R. "**COMMUNITY**" shall mean that planned residential development planned to be developed in stages on the Property in the County, which encompasses the Property and is intended to comprise approximately twenty-two (22) residential Townhomes or other residential unit types, as may be approved by the County and also encompasses the Association Property. The Community will consist of the Initial Property (as defined below), and may be expanded by the recording of one or more Supplemental Declaration(s).

S. "**COMMUNITY DEVELOPMENT DISTRICT**": As defined in Chapter 190 of the Florida Statutes.

T. "**CONSERVATION EASEMENT**": As defined in Article IV, Section 4.09 hereof.

U. "**CONSERVATION EASEMENT AREA(S)**" shall mean and refer to any areas or portions of the Property from time to time included within, or subjected to, a Conservation Easement pursuant to the provisions of Article IV, Section 4.09 hereof.

V. "**COUNTY**" shall mean Martin County, Florida.

W. "**DECLARANT**" shall mean and refer to Hobe Sound Townhouse II, LLC, a Florida limited liability company, and any successor or assign thereof to which Declarant specifically assigns all or part of the rights of Declarant hereunder by an express written assignment, recorded in the Public Records of the County. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property such assignment is applicable. In any event, any subsequent Declarant shall not be liable for any default or obligations incurred by any prior Declarant, except as may be expressly assumed by the subsequent Declarant, and any prior Declarant shall not be liable for any subsequent default or obligations incurred by any subsequent Declarant. An Owner shall not, solely by the purchase of a Townhome and/or Lot, be deemed a successor or assign of Declarant under the Association Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

X. "**DECLARATION**" shall mean this instrument as it may be amended from time to time, together with any Supplemental Declaration(s) or Amendments thereto, which may be recorded amongst the Public Records in accordance with this Declaration.

Y. "**DIRECTOR**" shall mean a member of the Board.

Z. "**DISTRICT**" shall mean the South Florida Water Management District.

AA. "**DRAINAGE PERMIT**" shall mean and refer to any permits, and any successor permits, issued by the District or the County for the construction, operation, and maintenance of the Stormwater Management System on the Property.

BB. "**GOVERNMENTAL AUTHORITY(IES)**" shall mean and refer to any federal, state or local authority, court, department, division, legislature or instrumentality having authority, control or jurisdiction over or concerning the Development, the Property, the Community, the Areas of Common Responsibility, the Association, the Members and/or the Owners, including, but not limited to, the local government.

CC. "**IMPROVED LOT**" shall mean a Lot on which the construction of any Townhome has been completed and for which Townhome a certificate of occupancy or equivalent therefor has been issued by the appropriate governmental agency.

DD. "**INITIAL PROPERTY**" shall mean the land described in **Exhibit "A"** attached hereto and incorporated herein by this reference and as more particularly described in Section 2.01 below.

EE. "**IMPROVEMENT**" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within the Community, including, without limitation, buildings, walkways, horse trails, berms, fountains, sprinkler pipes, gatehouses, roads, driveways, fences, retaining walls, underground footers and other foundation supports, stairs, landscaping, hedges, plantings, poles, swings, tennis courts, swimming pools, covered patios, screen enclosures, jogging, bicycling and walking paths, basketball backboards and hoops, signs, site walls, gazebos, benches, mailboxes, decorative street lights and signs.

FF. "**INSTITUTIONAL MORTGAGE**" shall mean a mortgage held by an Institutional Mortgagee on any Property within the Community.

GG. "**INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER**" shall mean any lending institution owning a first mortgage encumbering any Townhome or Lot within the Community, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any "**secondary mortgage market institution,**" including the Federal National Mortgage Association ("**FNMA**"), Government National Mortgage Association ("**GNMA**"), Federal Townhome Loan Mortgage Corporation ("**FHLMC**") and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration, the Federal Housing Administration or the Department of Housing and Urban Development or such

other lender as is generally recognized in the community as an institutional lender; or Declarant, its successors and assigns.

HH. "**INTEREST**" shall mean the maximum non-usurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

II. "**LEGAL FEES**" shall mean reasonable fees for attorney and paralegal services incurred in connection with: (i) negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment, bankruptcy and probate proceedings, and (ii) collection of past due Assessments including, but not limited to, preparation of notices and liens; and shall also include court costs through and including all trial and appellate levels and post-judgment, bankruptcy and probate proceedings.

JJ. "**LIMITED COMMON AREA**" means any and all real and personal property, easements, improvements, facilities and other interest, if any, as more particularly described in Article IV, Section 4.04 hereof, which are reserved for the use of Owner(s) of certain Lots to the exclusion of other Owner(s) and/or other Lots.

KK. "**LIMITED COMMON EXPENSE(S)**" shall mean and refer to Common Expenses with respect to any Limited Common Area.

LL. "**LOT**" shall mean and refer to any parcel of land within the Community as shown on the Plat or any Additional Plat upon which a Townhome is permitted to be constructed, together with the Improvements thereon, and any portion of the Property within the Community that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of this Declaration by a Supplemental Declaration.

MM. "**MEMBERS**" shall mean and refer to all of the Owners who are also members of the Association, as provided herein.

NN. "**MONETARY OBLIGATION**" shall mean and refer to any monetary obligations, including, but not limited to, Assessments, due to the Association by any Member pursuant to the Governing Documents, the Rules and Regulations, or under the Association Act.

OO. "**OWNER**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within the Community, and includes Declarant for as long as Declarant owns fee simple title to a Lot within the Community, but excluding therefrom those having such interest as security for the performance of an obligation.

PP. "**PARTY WALL**" shall mean and refer to a structural, fire rated wall between two adjacent Townhomes located within the same Townhome Building, which provides structural support for each of the Townhomes sharing the Party Wall. Damage to a Party Wall could impair the structural integrity of more than one Townhome.

QQ. "**PERMIT**" shall mean and refer to General Environmental Resource Permit No. _____ issued by the District.

RR. "**PLAT(S)**" shall mean the recorded Plat of _____, as recorded in Plat Book _____, Pages _____ through _____, inclusive, Public Records of Martin County, Florida. In the event an Additional Plat is recorded in the Public Records of the County, then the term "**Plat**" as used herein shall also mean the Additional Plat or Plats.

SS. "**PRESERVE AREA MANAGEMENT PLAN**" shall mean the preserve area management plan for Hobe Sound Courtyards approved or to be approved by Martin County, and recorded in the Public Records of Martin County, as the same may be modified or amended from time to time, which establishes the requirements for preservation, maintenance and monitoring of the conservation areas.

TT. "**PROPERTY**" shall mean the real property more particularly described in Exhibit "A" attached hereto and incorporated herein ("**Initial Property**") and Additional Property, if any, which is submitted to and encumbered by this Declaration.

UU. "**PUBLIC RECORDS**" shall mean the public records of the County.

VV. "**RULES AND REGULATIONS**" shall mean the use restrictions, rules, and regulations governing the use of and activities on the Lots and the Association Property, as they may be amended from time to time. The initial Rules and Regulations as of the date hereof are set forth in **Exhibit "D"** attached hereto and made a part hereof.

WW. "**SERVICE AREA**" shall mean and refer to each group of Townhome Lots and Townhomes that share a common continuous building structure connected by Party Walls or containing Townhomes constructed on such Townhome Lots. If applicable, Service Area may also refer to the Townhome Lots and Townhomes located in a Block.

XX. "**SPECIAL ASSESSMENT**" shall mean the assessment set forth in Section 7.04(a) hereof.

YY. "**STREETS**" shall have meaning set forth in Section 5.01(D).

ZZ. "**STORMWATER MANAGEMENT SYSTEM**" shall mean and refer to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C.

AAA. "**SUPPLEMENTAL DECLARATION**" shall mean any instrument executed by the owner of any Property, which, when recorded in the Public Records of the County, shall commit such Property to the provisions of this Declaration, and shall be the only method of committing such Property to the provisions of this Declaration. Property not owned by the Declarant may not be committed to the provisions of this Declaration by Supplemental Declaration without the prior express written authorization of the Declarant. A Supplemental Declaration may also add additional restrictions, declare certain properties to be or not to be Association Property, or withdraw properties from the Property and the provisions of this Declaration. The Association shall join in the execution of any Supplemental Declaration at the

request of Declarant, but such joinder shall not be required to make any such Supplemental Declaration effective, unless expressly provided herein. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby. Supplemental Declarations shall be numbered consecutively beginning with the First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Hobe Sound Courtyards Homeowners Association, Inc.

BBB. "**THIRD PARTY PURCHASERS**" shall mean a purchaser that is not a Builder or a successor Declarant of a Lot or Townhome in the Community.

CCC. "**TOWNHOME**" shall mean a residential Townhome unit constructed within the Community, within a Townhome Building.

DDD. "**TOWNHOME BUILDING**" shall mean and refer to the common continuous building structure with shared roof and other common structural elements, constructed on a group of Townhome Lots and all structural components thereof. Each Townhome Building is or will be partitioned, by the means of Party Walls, so that an individual Townhome within the subject Townhome Building is located on each Townhome Lot.

EEE. "**TURNOVER**" shall mean and refer to the transition of control of the Association by Declarant pursuant to Section 720.307 of the Association Act.

FFF. "**TURNOVER MEETING**" shall mean and refer to the meeting at which Members other than Declarant elect a majority of the Directors pursuant to Section 720.307 of the Association Act.

GGG. "**UTILITY SYSTEMS**" shall mean and refer to any and all Property, real and otherwise, utilized to furnish potable water, non-potable water, sanitary sewer, and reuse water, if so provided, to the Owners and residents of the Property, in addition to the Association Property and common areas within the Property. Utility Systems shall include all mechanical and electronic equipment and systems utilized to provide water and sewer services to the Property, including but not limited to piping, lift stations, water treatment plants, sewer treatment plants and sprayfields, and reuse facilities; provided, however, Utility Systems shall not include any portion of any system to provide utilities that is located within the boundaries of an individual Lot, from the terminus of the meter(s) for the individual Lot. The Utility System shall stop on each Lot at the exit flow from the meter(s) for such Lot.

ARTICLE II
DESCRIPTION OF THE COMMUNITY

Section 2.01 Initial Property. The Initial Property is and shall be owned, improved, held, controlled, transferred and occupied subject to this Declaration.

Section 2.02 Additional Property. Declarant shall have the right, but not the obligation, to bring within the scope of this Declaration, as Additional Property, lands lying adjacent to or in the vicinity of the Initial Property, at any time and from time to time within twenty (20) years after the Effective Date (the "**Potential Additional Property**"). Unless and until annexed, this Declaration shall not encumber or bind in any way any of the Potential Additional Property.

Except as provided in Article XIV hereof, annexation of any or all of the Potential Additional Property as Additional Property may be accomplished by Declarant without the consent of the Association, the Owners, the Members, any mortgagee or other lien holder, or anyone else.

Section 2.03 Method of Annexation. Additions authorized under this Article II shall be made, if at all, by recording a Supplemental Declaration extending this Declaration to the Additional Property. The Supplemental Declaration shall describe the Potential Additional Property annexed as Additional Property and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing the Potential Additional Property to this Declaration and extending the jurisdiction of the Association to such Additional Property. The Supplemental Declaration may contain additional terms not inconsistent with this Declaration to reflect the different character, if any, of the Additional Property then being annexed, or of the housing or development approaches being implemented with respect to such Additional Property. Upon the recordation of any Supplemental Declaration in the Public Records, the Owners shall also have: (i) a right and non-exclusive easement of use and enjoyment in and to the Common Property, if any, located on the Additional Property; and (ii) the obligation, as a Common Expense, to contribute to the cost of operating, management, maintaining, repairing, operating, administrating, replacing, insuring and improving: (a) the additional Common Property located within the Additional Property; and (b) any additional Areas of Common Responsibility located within the vicinity of the Additional Property. Any Supplemental Declaration recorded in the Public Records in accordance with the terms hereof shall be conclusive in favor of all persons who rely on such Supplemental Declaration in good faith. From and after recordation of any Supplemental Declaration in the Public Records, the Additional Property described therein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

Section 2.04 Withdrawal. Declarant reserves the right to unilaterally amend this Declaration at any time and for any reason for the purpose of removing any portion of the Property (including, without limitation, Lots and Common Property) without notice and without the consent of any person or entity whatsoever, other than the owner of the portion of the Property to be withdrawn and/or the District, if consent by the District is required; provided, however, that no such withdrawal may impair vehicular or other access to any Lot as established by the applicable recorded Plat.

Section 2.05 Townhome Community.

A. Declarant intends that the Property be approved and developed as a Community of Townhomes. As such, each residence must be a Townhome, with at least one (1) Party Wall, and located within a Townhome Building.

B. At the option of Declarant, or the Association following Turnover, reclaimed water provided for irrigation to the Townhome Lots may be provided through a master meter at the Property, Townhome Building, or Service Area level, controlling the flow of such reclaimed water to the entire Property, Townhome Building, or Townhome Lots within such Service Area, respectively, and all costs, fees, and expenses incurred by the Association for such reclaimed water service may be allocated and assessed only to the subject Townhome Building or Service Areas and deemed Limited Common Expenses incurred in connection with such Townhome

Building or Service Areas, all as reasonably determined by the Declarant or Association from time to time, as the case may be.

C. BY VIRTUE OF ACCEPTING TITLE TO ANY TOWNHOME LOT AND TOWNHOME CONSTRUCTED OR TO BE CONSTRUCTED THEREON, EACH OWNER SHALL BE ON NOTICE THAT: (I) PUNCTURING OR OTHERWISE DAMAGING ANY PARTY WALL OR STRUCTURAL APPURTENANCE THERETO WILL IMPAIR, AT MINIMUM, THE FIRE-WALL FUNCTION OF SUCH PARTY WALL, AND MAY IMPACT, MINIMALLY OR MORE SIGNIFICANTLY, THE STRUCTURAL INTEGRITY AND GENERAL SAFETY OF THE SUBJECT TOWNHOME BUILDING AND THE TOWNHOMES LOCATED THEREIN; AND (II) EACH OWNER AND OCCUPANT OF A TOWNHOME IS EXPRESSLY PROHIBITED FROM DIRECTLY OR INDIRECTLY (INCLUDING, BUT NOT LIMITED, THROUGH TENANTS, CONTRACTORS, TRADESMAN, OR OTHERWISE) PUNCTURING, PIERCING, PERFORATING, OR OTHERWISE DAMAGING IN ANY WAY ANY PARTY WALLS IN ANY MANNER WHATSOEVER, UNLESS HAVING FIRST OBTAINED THE ASSOCIATION'S EXPRESS WRITTEN CONSENT AND THEREAFTER COMPLYING STRICTLY WITH THE TERMS, CONDITIONS, AND PROVISIONS OF ANY SUCH WRITTEN CONSENT. EACH OWNER SHALL FOREVER HOLD HARMLESS AND INDEMNIFY DECLARANT, THE BOARD, THE ASSOCIATION, AND ALL OTHER OWNERS FROM ANY AND ALL LOSS, CLAIM, LIABILITY, EXPENSES, CAUSES OF ACTION OR DAMAGES WHATSOEVER CONNECTED WITH SAID OWNER'S DIRECT OR INDIRECT PUNCTURING, PIERCING, PERFORATING, OR OTHERWISE DAMAGING, IN ANY WAY, ANY PARTY WALL IN VIOLATION OF THIS PARAGRAPH.

ARTICLE III
CONVEYANCE OF ASSOCIATION PROPERTY

Section 3.01 **Title To The Association Property**. To the extent herein provided, the Association Property is hereby dedicated to the joint and several use in common of the Owners of all Lots that may, from time to time, constitute part of the Property. Upon the completion of construction of a Townhome on each Lot located within the Property and any Additional Property to be added by Declarant, or at such earlier time determined by Declarant, in Declarant's sole discretion, the Declarant or its successors and assigns shall convey and transfer to the Association, by quit claim deed, the fee simple title to the Association Property free and clear of any liens, and the Association shall accept such conveyance, holding title for the Owners as aforementioned. Such conveyance shall be subject to any real estate taxes and assessments due and owing on such Association Property from and after the date of recording this Declaration; any covenants, conditions, restrictions, permits, reservations and limitations then of record; the easements herein set out; any zoning ordinances then applicable; and this Declaration, as the same may be amended from time to time.

Section 3.02 **Acceptance of Association Property**. At the time of conveyance of the Association Property or any portion thereof, the Association shall be required to accept such Property and the personal property, if any, and Improvements appurtenant thereto. The Association hereby agrees to accept the Association Property and the personal property and Improvements appurtenant thereto in "**AS IS**" "**WHERE IS**" condition, without any

representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the Association Property or any portion thereof, and the personal property and Improvements appurtenant thereto.

The Association shall accept any such conveyance of the Association Property and shall pay all costs of such conveyance including documentary stamps and other taxes of conveyance, recording charges, title insurance expenses and insurance fees. The conveyance shall not, however, impair in any way the Declarant's rights and easements as set forth in this Declaration.

The Owners (including Declarant as to Lots owned by it) shall have no personal liability for any damages for which the Association is legally liable or arising out of or connected with the existence or use of any Association Property or any other property required to be maintained by the Association.

Subject to the foregoing, the Declarant may mortgage any or all portions of the Association Property to finance construction and development expenses, provided that the mortgagee recognizes the rights of Owners under this Declaration and neither the Association nor any Owner is personally liable for paying the mortgage. In such event, neither the Association nor the Owners shall be required to join in or be entitled to consent to such mortgage. The Association Property shall be released from any such mortgage no later than the date of conveyance to the Association.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTIES AND PROPERTY

Section 4.01 Easements. The Association, Declarant and each Owner shall each have a non-exclusive right and easement of use and enjoyment in and to the Common Property. Said right and easement shall be appurtenant to and pass with the title to each Lot, and shall include, without limitation, the following:

A. Right-of-way for ingress and egress by vehicles and on foot through and across any Streets or walks in the Common Property for all lawful purposes; and

B. Rights to connect to, maintain and make use of Utility Systems, wires, pipes, conduits, cable television lines, telephone lines and equipment, sewers and drainage lines, which may from time to time be in or within the vicinity of the Common Property, but only in accordance with all laws and the requirements of the applicable Governmental Authorities or entities which regulate said utilities; and

C. Every Owner and family member, guest, lessee, agent or invitee of an Owner shall, except as may otherwise be provided in this Declaration, have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of the Common Area within the Property, except as may otherwise be specifically provided elsewhere in this Declaration, in common with all other Owners, their family members, guests, lessees, agents and invitees, located outside another Owner's Townhome which easement shall be appurtenant to, and shall pass with title to each Owner's Lot. The exercise of these rights and interests shall be subject to and subordinate to the terms and provisions of the Declaration, the Articles, the Bylaws, any recorded Plats, the Rules and Regulations, and applicable laws.

Section 4.02 County Easements. The County is hereby granted and shall have a perpetual non-exclusive easement over: (i) to the extent the Community includes private roads, the private roadway easement area for access thereto to operate, maintain, or repair any utilities located under said private roadway easement area; and (ii) Common Area tracts for access thereto to operate, maintain, or repair any utilities located under said Common Area. In addition to the foregoing, the County, as a granted perpetual non-exclusive easement, shall be entitled to access and use any utility easements for maintenance and repair of any utilities on or about the Property. The granting of the foregoing easements or any others herein, or via the Plat, to the County does not impose any obligation, burden, responsibility or liability upon the County to enter upon the subject property and take any action to repair or maintain the system unless otherwise stated herein or thereon.

Section 4.03 Title to Common Property. In accordance with the requirements set forth in Section 4.03, Declarant shall convey to the Association or, if required by the Local Government incidental to the establishment of an MSTU/MSBU as described in Section 4.08, dedicate to the local government for the uses and purposes set forth in this Declaration or in any Plats, fee-simple title in and to the Common Property, free and clear of all encumbrances except current real estate taxes and assessments not yet due and payable, any Plats, this Declaration and any easements or matters recorded in the public records prior to such conveyances to the Association. Once conveyed to the Association, the Common Property may not be mortgaged, liened or further conveyed without the consent of at least two-thirds (2/3) of the Members (excluding Declarant).

Section 4.04 Limited Common Area. Certain portions of the Community may be designated by Declarant in its sole and absolute discretion as Limited Common Area and reserved for the exclusive use or primary benefit of the Owners, occupants and invitees of certain Lots. By way of illustration and not limitation, Limited Common Areas may include entry features, recreational facilities, landscaped medians and cul-de-sacs, and lakes. Except as otherwise provided herein, all costs associated with the maintenance, repair, replacement, and insurance of Limited Common Areas shall be Limited Common Expenses to be assessed against and paid by the Owners of those Lots to which the Limited Common Area is assigned. Declarant reserves the right in its sole discretion to designate any initial or additional Limited Common Areas and assign the exclusive use thereof in Supplemental Declaration(s), the deed conveying the Common Area to the Association, or on the Plat relating to such Common Area; provided, any such assignment shall not preclude the Declarant from later assigning use of the same Limited Common Area to additional Lots, so long as the Turnover Meeting has not occurred. Any matter arising under this Declaration and pertaining to the Limited Common Area and requiring a vote of Members, shall be decided by a vote of only those Members that have been identified by Declarant as being authorized and entitled to utilize and realize the benefits of the Limited Common Area. The Association may adopt Rules and Regulations which govern, among other things, the use of the Limited Common Area. Prior to the Turnover Meeting, the Declarant, shall have the right in its sole discretion to convey additional real estate, improved or unimproved and/or personal property as additional Limited Common Area which conveyance or dedication to the Association shall be accepted by the Association and thereafter shall (except as may otherwise be set forth herein) be maintained by the Association at Limited Common Expenses.

Section 4.05 Extent of Easements. The rights and easements in and around the Common Area created in this Article IV shall be governed by the following:

A. Subject to any rights of Declarant, Builders and the Owners set forth in this Declaration, except as to any part of the Common Property that is required to be conveyed to local government, the Association shall be responsible for the exclusive operation, management, administration, control, maintenance, repairing, replacing and insuring of the Common Property;

B. Declarant, until conveyance of fee-simple title to the Association, and the Association thereafter, may reserve unto itself or grant or dedicate to Declarant, any Owner, any Governmental Authority and/or to any utility companies, easements and rights-of-way, over, under, in or through the Common Property for installation, use, maintenance, repair, replacement, and inspection of utility lines and appurtenances for public or private utilities, surface water drainage improvements and areas, or for completion of the development of the Property. No Improvements or materials may be placed upon any such easements which may damage or interfere with the installation, maintenance, repairing or replacement of such utilities or the easement area or that may alter or impede the direction or flow of drainage, or that may interfere with completion of development of the Property;

C. The right of the Association to establish, amend, and/or abolish from time to time, uniform rules and regulations pertaining to the use of the Common Area.

D. The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent of two thirds (2/3) of the total voting interests, to borrow money for the purpose of improving the Common Area and facilities thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property or pledge Assessments as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners.

E. The right of the Association to dedicate, release, alienate, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject the Common Area to such conditions as may be agreed to by the Association. No such dedication, release, alienation, or transfer shall be effective unless Members entitled to cast two-thirds (2/3) of the total voting interests agree to such dedication, release, alienation, or transfer.

F. The right of the Association, without any vote of the Owners, to grant easements and rights of way or strips of land, where necessary or desirable, for utilities, water and sewer facilities, cable television, and other services over the Common Area to serve the Common Area and other portions of the Property.

G. The right of Declarant, Declarant's affiliates, Builders and each of their respective officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Common Area within the Property and the facilities thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in this Declaration.

H. The right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or the Declarant to carry on its respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's and/or Builders' development and construction of the Community and Townhomes therein).

I. Declarant's rights reserved in this Declaration;

J. Matters shown in the Public Records or on any recorded Plats; and

K. Applicable laws.

Section 4.06 Additional Easements over Common Property.

A. Declarant hereby creates, reserves and declares to exist, the following licenses, rights, privileges and easements over, under, in and through the Common Property, subject at all times to the terms and conditions of the Permit and subject to receiving prior written approval of the District as to any activities that may affect or may occur on or within the Stormwater Management System and the Conservation Area, including, but not limited to, any upland buffers: (i) rights-of-way and easements to install, maintain and use electric, lighting, telecommunications, cable television, telephone, gas, water, sewer, drainage and utility poles, wires, cables, conduits, fixtures, pipes, meters, equipment, facilities, ponds, swales, berms or ditches, and such other equipment and improvements necessary, convenient, or desirable for the completion, marketing, use and enjoyment of the Property; (ii) the right to cut trees, bushes or shrubbery, make any gradings of the soil, and take any similar action reasonably necessary to provide economical and safe utility and drainage installation or to maintain reasonable standards of health, convenience, safety and appearance; (iii) the right to locate thereon wells, pumping stations, lift stations and irrigation systems and lines; (iv) easements of ingress, egress and access for purposes of development, construction, (for the purposes of this Section the term "construction" shall be construed in the broadest terms to include all construction activities and related and ancillary activities necessary, desirable, economical, effective, or desirable for construction of Improvements within the Community), sales and marketing of the Property; and (v) such other rights as may be reasonably necessary, convenient or desirable to complete in an orderly and economic manner the development and sale of the Property including, without limitation, the maintenance of temporary signage and trailers used in such development and sales efforts; provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such easements, utilities, equipment, improvements or services. Declarant also reserves the right to connect with and make use of the utility lines and drainage improvements which may from time to time be in or along the Streets or within the Common Property or any easements as shown on any recorded Plats or as otherwise properly established. The easements and rights-of-way herein reserved: (y) shall continue in existence in favor of Declarant after conveyance of the Common Property to the Association or dedication to the local government or appropriate Governmental Authority until such time as Declarant has sold all Lots in the Property; and (z) shall continue in favor of Declarant until such time as any lands separately developed by Declarant and located adjacent to the Property have been

conveyed to unrelated third-parties; provided, however, that such unrelated third-party is not a Builder, contractor or other party who purchases or hold the title to property for the purpose of constructing a Townhome thereon for resale.

Section 4.07 Delegation. Any Owner (including Declarant) may grant the benefit of any easement, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same shall not be construed to create any rights in the general public or any other party.

Section 4.08 MSTU/MSBU. Declarant or the local government may establish a municipal service taxing unit, municipal service benefit unit, or similar mechanism (referred to in this Declaration as "**MSTU/MSBU**"), which MSTUs/MSBUs will have responsibilities established in their enabling resolutions. By way of example, and not limitation, an MSTU/MSBU may established to provide for any one or more of the following: (a) operation, management, administration, maintenance, repair, and replacement by the local government of any of the Common Property, and any recreational, drainage or other improvements whatsoever at any time located thereon, for the uses and purposes set forth in this Declaration or in any applicable recorded Plat, which may or may not include a requirement that ownership of the affected lands and Improvements be transferred to the local government; (b) construction, maintenance, repair, replacement, or improvement of recreation, drainage, sidewalk, wall, landscaping, open space, conservation, or other areas, improvements or facilities, in, on, under or within the Common Property or any easement areas for the use and benefit of the Property and the occupants thereof; and (c) construction, operation, maintenance, repair and replacement of street lighting or any other service or benefit to or for the Property authorized under the terms of this Declaration, the MSTU/MSBU, or by the applicable Governmental Authority. Notwithstanding the foregoing, the Association may elect, from time to time, to aesthetically maintain any property otherwise maintained or to be maintained by the MSTU/MSBU and if Association does so, no Owner or Member, as a result thereof, shall thereby receive or be entitled to a discount for any ad valorem taxes or Assessments assessed by or in connection with the MSTU/MSBU. If established, each Owner and Member acknowledges and agrees that the costs incurred by the MSTU/MSBU may be billed directly to the Owners or to the Association for subsequent Assessment to the Owners and Lots.

Section 4.09 Conservation Easement Area(s). Pursuant to and as and to the extent required by the Permit, the District, or any Governmental Authority, from time to time, Declarant will record in the Public Records, one or more conservation easements (collectively, "**Conservation Easement**"), in favor of the District or any applicable Governmental Authority over, across, and upon certain portions of the Property. The precise metes and bounds legal description of the portions of the Property encumbered by a Conservation Easement shall be as specifically set forth in the subject Conservation Easement (all such portions of the Property that are or become encumbered by a Conservation Easement shall hereinafter be referred to as "**Conservation Areas**"). Upon establishment of any Conservation Easement, the Conservation Areas shall be subjected to the restrictions set forth in the subject Conservation Easement. The Conservation Areas, or the Association's interest therein, shall be Common Area and the Conservation Areas shall be the perpetual responsibility of the Association, and may in no way be altered from their natural state, except as specifically provided in the subject Conservation Easement. Furthermore, the use and development of the Conservation Areas shall be restricted as set forth in the subject Conservation Easement. Declarant hereby reserves for itself, its successors and assigns, and

grants to the Association and its designees, a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Property. Portions of the Stormwater Management System may be located entirely within Lots.

Section 4.10 Conservation Easement Maintenance. The private access easements and private drainage easements encumbering any Common Areas, along with all private access and drainage easements encumbering any Common Areas or Lots, all as depicted and set forth on any recorded Plat, shall be perpetually maintained by the Association, at Common Expense, as Common Area pursuant to the terms hereof. The area of each Lot included within any private drainage easements encumbering said Lot, all as depicted and set forth on any recorded Plat, shall be maintained continuously by the Owner of the Lot, except as may be provided herein to the contrary. No structure, improvement, tree, landscaping, fence, or other material may be placed or permitted in any areas encumbered by any private access easements, private drainage easements, or private access and drainage easements, and no construction, clearing, grading or alteration to any such areas shall be permitted, that will or may interfere with or prevent the use of the subject easement for its express and intended purpose.

Section 4.11 Grant and Reservation of Easements. Declarant hereby reserves and grants the following perpetual, nonexclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners, the Association and Declarant as hereinafter specified for the following purposes:

(1) **Utility and Services Easements**.

1. Declarant hereby reserves to itself (and its successors or assigns) for so long as the Declarant owns any of the Property, and for the Association thereafter, the right to grant to any private company, public or private utility, or governmental authority providing utility and other services within the Property, including the individual Townhomes and Townhome Buildings, and the Common Area (collectively, "**Utility Providers**"), certain easements upon, over, under, across, and through the Property as are reasonably necessary from time to time for the sole purpose of maintaining, installing, repairing, altering, and operating any "**Utility Lines and Systems**" (as that term is defined below), as may be necessary, convenient, or desirable for the installation and maintenance of said utilities and providing services to Owners, the Property, and Common Area, all pursuant to and in compliance with, all applicable permits, rules, and regulations of any applicable governmental authorities (collectively, "**Utility Easements**"). All such Utility Easements shall be of a size, width, scope, and location as Declarant (or the Association, after Turnover), in its discretion, deems best, but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon any Residential Property. Owners are expressly prohibited from directly or indirectly disturbing or otherwise interfering with the Utility Easements.

2. For purposes of this Declaration, the term "**Utility Lines and Systems**" shall mean and refer to any sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains,

water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, fiber optics lines, electrical lines, power lines, telephone service, gas lines, syphons, valves, gates, pipelines, HVAC systems and ductwork, cable television service, Internet service, alarm systems and all utility infrastructure, machinery, and apparatus appurtenant to any of the foregoing, necessary or desirable to service the Property. Owners are expressly prohibited from directly or indirectly disturbing or otherwise interfering with any Utility Lines and Systems.

3. Any Utility Easement granted to any Utility Provider concerning any Utility Lines and Systems, which Utility Easement runs through, across, or under any Townhome Building ("**Benefitted Townhome Building**"), shall also automatically be deemed an easement for reasonable access and use in favor of, and benefitting, the Association and each Townhome within said Benefitted Townhome Building, and in favor of, and benefitting, any other Townhome in any other Townhome Building which Townhome accesses said utility infrastructure or Utility Lines and Systems via the Benefitted Townhome Building.

4. Declarant hereby reserves for itself and grants to the Association, the individual Townhome Owners within a Townhome Building, utility providers providing service, and any and all service or repair providers, a perpetual blanket easement for the provision of utility services, installation, operation, maintenance, repair and replacement of all Utility Lines and Systems ("**Townhome Utility Easement(s)**"), which Townhome Utility Easement shall be located: (y) within the designated (or to be designated) utility chases under, attached to, through, or within each Townhome and servicing one or more Townhomes within a Townhome Building, as such chases are located and designated on any approved plat or site and/or building/construction plans for the Property, any Townhome Building, or any Townhome; and (x) under or through each Townhome Lot (i.e., generally in the front of or in the back/rear of the Townhome located on said Townhome Lot), via the designated (or to be designated) conduit, piping, or direct-bury (or other) method, as necessary to service said Townhome (through the Townhome's garage or otherwise) and to service any other Townhomes located within the same Townhome Building, as such conduit, piping, or direct-bury (or other) method are located and designated on any approved plat or site and/or building/construction plans for the Property, any Townhome Building, or any Townhome. Townhome Owners are expressly prohibited from directly or indirectly disturbing or otherwise interfering with the Townhome Utility Easements.

5. Declarant further reserves for itself and grants to the Association, the individual Townhome Owners within a Townhome Building, service or repair providers, and utility providers providing service, a perpetual blanket easement for HVAC systems, electrical/gas/water meters and other electrical, gas, and water equipment, mounted on the end of any Townhome Building and benefiting one or more Townhomes within the particular Townhome Building. To the extent

the mounted systems, equipment, and meters are not located on Common Area, the owner of the individual Townhome where the systems, equipment, and meters are located, is specifically taking title subject to the foregoing easements for access, repair, use, maintenance, replacement, operation, and installation granted to each individual Townhome Owner within any particular Townhome Building, the Association, utility providers, and service or repair providers. The easements granted in this Section 4.11(1)5. are further subject to the rights and obligations set forth in Section 4.11(1)6., directly below.

6. As they relate to servicing each Townhome within a Townhome Building, all Utility Providers shall install, operate, maintain, and repair, as applicable, the subject Utility Lines and Systems, including all infrastructure, meters, machinery, and apparatus appurtenant thereto: (i) within designated utility chases under, attached to, or within the Townhome, and serving one or more Townhomes within the subject Townhome Building; (ii) under or through each Townhome Lot via the designated conduit, piping, or direct-bury (or other) method, and servicing said Townhome and servicing any other Townhomes located within the same Townhome Building; (iii) mounted to the exterior of, or adjacent to, the Townhome Building, and serving one or more individual Townhomes within the subject Townhome Building; and/or (iv) within the concrete slab foundation of each Townhome Building and serving one or more Townhomes within the subject Townhome Building and "daylighting" into each Townhome under such Townhome. Further, said Utility Easement granted pursuant to Section 4.11(1)5., directly above, and as set forth in this Section 4.11(1)6., shall include the right of the subject Utility Providers, in a reasonable manner and at reasonable times, to access such utilities described above from garage areas in each Townhome Building or Townhome.

7. No Utility Provider shall disrupt, interfere with, or damage the Utility Lines and Systems of another Utility Provider without the prior written consent of such other Utility Provider, and in the event of any such disruption, interference or damage, whether consented to or not, the disrupting, interfering or damaging Utility Provider shall be responsible for all costs and expenses incurred by the other Utility Provider or otherwise in connection with the disruption or repair and/or replacement of such affected Utility Lines and Systems, and shall release, indemnify, defend, and hold Declarant, the Association, and all affected Owners harmless from any and all costs, liabilities, claims, and expenses incurred in connection with the disruption, interference or damage to such affected Utility Lines and Systems.

8. Notwithstanding the foregoing, Declarant hereby reserves to itself (and its respective successors or assigns) for so long as the Declarant owns any portions of the Property, and the Association thereafter, the right to amend, replace, or restrict the location or parameters of the Utility Easements, the Townhome Utility Easements, and any other easements granted or reserved pursuant to this Article IV, without the joinder and consent of the Owners or other Members, provided none of the foregoing unreasonably interfere with the use of

any improvements which are now, or will be, located upon any Residential Property.

(2) **Easement for Encroachment**. All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner in the event any portion of such Owner's Townhome or appurtenant Improvements installed by Declarant such as a fence, stucco, underground footer or sidewalk, now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees. Such encroachment will likely constitute a violation of the County's regulations. The County does not expressly or by implication authorize such encroachment. This Section does not limit the County's ability to pursue all available remedies to prevent or remove such encroachments. The County will not permit or allow such encroachments into any easement of land dedicated to or owned by the public for utility, drainage or roadway purposes.

(3) **Easement to Enter Upon Lots and Townhomes**. An easement or easements for ingress and egress in favor of the Association, including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Governing Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Common Area and to maintain any Lot in the event the Owner thereof fails to do so.

(4) **Easement for Roof Overhang**. An easement or easements, as shown on the Plat and Additional Plat, if any, to provide for the roof overhang of a Townhome in favor of the Owner thereof, including rights of access for persons or equipment necessary to maintain, repair and replace such roof overhang.

(5) **Irrigation Easement**. An easement for irrigation over, under and upon the Property, including each of the Lots, in favor of the Association and each Owner, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the irrigation pipes.

(6) **Plat Easement(s)**. The Plat and/or Additional Plat, if any, may contain additional easements not discussed herein, granted in favor of the Association, Owners or others, for the specific purposes as described therein.

Section 4.12 **Access Easement**. Declarant hereby reserves perpetual, nonexclusive easements of ingress and egress over and across: (i) any and all streets dedicated to the public use, if any (as well as alcoves, cul-de-sacs, and other private, paved areas abutting or serving the same), and (ii) any private roads and driveways, if any, within or upon the Property and all other portions of the Property which are necessary or convenient for enabling Declarant to carry on the work referred to in this Declaration. All of the foregoing easements shall be for the use of Declarant, Builders,

Declarant's employees, contractors and agents, Declarant's successors and assigns, the Owners, and the respective lessees, employees, agents, invitees, and licensees of Declarant and the Owners.

Section 4.13 Assignments. The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to any city, county or state government or agency thereof, or any water management district, or any duly licensed or franchised public utility, or any other designee of Declarant. Declarant shall have and hereby reserves the right to grant and/or reserve additional easements over, under and upon the Property or portions thereof (including the portion of Lots where no physical structure of the Townhome is located) which may be necessary or desirable by Declarant. The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

Notwithstanding anything in this Declaration to the contrary, the easement rights granted or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

Section 4.14 Declarant's Rights. Declarant, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat of the Property or described herein, (ii) to plat or replat all or any part of the Property owned by Declarant, and (iii) to widen or extend any right of way shown on the Plat of the Property or convert a Lot to use as a right of way, provided that Declarant owns the lands affected by such change. Owner of Lots subject to easements shown on the Plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Lots subject to any easements shall not construct any improvements on the subject easement areas, alter the flow of drainage, or landscape on such areas with hedges, trees, or other landscaping items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Declarant, the Association, or the grantee of the easement.

Section 4.15 Model Row. Declarant hereby reserves the right for Builders to construct and/or operate a "model row(s)" in the Community. The "model row(s)" may contain models for the Community or other communities, as Declarant and/or any of Declarant's affiliates may so determine, in their sole discretion. The "model row(s)" may also contain parking, landscaping and fencing across the roads within the Community as Declarant may determine in its sole discretion. In the event that Declarant or any Builders constructs a "model row(s)" in the Community, such "model row(s)" may be used for such period of time that Declarant or any Builders determines to be necessary, in its sole judgment. Builders may use any model home(s) for a sales office and/or a construction office. By the Owner's acceptance of a deed for a Lot and Townhome in the Community, such Owner agrees and acknowledges that: (i) Declarant and Builders have a right to construct and/or operate a "model row(s)"; (ii) Declarant and Builders have an easement over the Community for ingress and egress to and from the "model row(s)" and to use and show the models to prospective purchasers in the Community or other

communities being developed by Declarant and Builders, as long as such "model row(s)" exists; and (iii) the Owner shall not interfere in any manner whatsoever in the sales process by Declarant or Builders, including, without limitation, the carrying of signs, the posting of signs on Lots or Townhomes or other types of demonstrations in the Community or any public right-of-way adjacent to the Property. Each Owner acknowledges and agrees that any such activities interfere with the quiet enjoyment of the Community by the other Owners, are detrimental to the value of the Townhomes within the Community, and interfere with Declarant's and/or its affiliates ability to conduct their respective business.

ARTICLE V
GATED COMMUNITY WITH PRIVATE STREETS

Section 5.01 Definitions. The definitions set forth in Article I of this Declaration are, as applicable, supplemented, amended, or **replaced** with the following definitions:

A. "**Community Subdivision Infrastructure**" or "**Gated Community Subdivision Infrastructure**" shall mean and refer to all subdivision infrastructure within the Community not dedicated to the use of the public or to the Local Government and which may include, but is not limited to: (i) the Common Streets and Roads, any related sidewalks and bike paths; (ii) street lights; (iii) drainage systems (which includes, without limitation, stormwater detention/retention areas, underdrains, and the Surface Water Management System); and (iv) the Related Subdivision Infrastructure.

B. "**Common Streets Rules**" shall mean and refer to any Rules and Regulations concerning any Common Streets and Roads including, but not limited to, the maximum and minimum speeds of vehicles using said Common Streets and Roads, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said Common Streets and Roads.

C. "**Related Subdivision Infrastructure**" shall mean and refer to any and all entrance and exit gates, and any and all related improvements, facilities, structures, and appurtenances erected or installed at any time to control or attempt to control access to and from the Property including, but not limited to, any guardhouse(s).

D. "**Streets**". "**Common Streets and Roads**" or "**Streets**" shall mean and refer to the rights-of-way of all streets, roads, alleys, boulevards, drives, courts, ways, and cul-de-sacs within the Property, along with any areas encumbered by any Private Roadway Easement (such area being the "**Private Roadway Easement Area**"), as the same are described in and depicted on any Recorded Plat, and all paving, curbs, and other improvements, facilities, and appurtenances whatsoever constituting part of the roadway system of the Property, including, but not limited to, the Related Subdivision Infrastructure, Street lights, traffic control signage, and all utility lines under or within such Streets, conveyed to the Association as Common Area pursuant to this Declaration or otherwise; but specifically excluding and not including any utility lines located under or within such Streets as may be owned by private or public utility companies or any governmental authority from time to time providing utility services to the Property; and provided, further, that Streets shall exclude and not include any areas, improvements, facilities, and appurtenances from and after the time that such areas, improvements, facilities, and

appurtenances are accepted by conveyance or dedication by the Local Government or other appropriate governmental authority or quasi-governmental entity.

Section 5.02 Development; Maintenance at Common Expense; Reserves.

A. Declarant intends that the Property be approved and developed as a gated community limiting access by the public through the utilization of the Related Subdivision Infrastructure. By acceptance of a deed or other conveyance to a Lot or any other part of the Property, each Owner and Member shall be deemed to have acknowledged and agreed that such Related Subdivision Infrastructure and the Common Streets and Roads: (i) are or shall be perpetually privately owned by the Association, as Common Area; (ii) are and will not be public or dedicated to the public; and (iii) are and shall, all at Common Expense by the levying of one or more types of Assessments from time to time, be maintained, repaired, and replaced by the Association as and to the extent provided in this Declaration and as determined by Declarant (prior to Turnover) or the Board (after Turnover) from time to time. In addition, by acceptance of a deed or other conveyance to a Lot or any other part of the Property, each Owner and Member shall be deemed to have acknowledged and agreed that Declarant's and Association's liability, obligation, and responsibility with respect to the Common Streets and Roads and the Related Subdivision Infrastructure shall be only as and to the extent expressed provided in this Declaration.

B. In addition to such other reserve accounts and funds maintained by the Association from time to time pursuant to or under the authority of this Declaration or the Association Act, Declarant (prior to Turnover) or the Association (after Turnover), at Common Expense, via the levying of one or more types of Assessments, may elect from time to time to establish, keep, maintain, and replenish reserve accounts/funds specific to the Gated Community Subdivision Infrastructure or any part thereof (collectively, the "**Gated Community Accounts**"), which Gated Community Accounts may include, but are in no way limited to, the following types and kinds of accounts, and/or other general reserve account(s) specific to maintenance of the Community Subdivision Infrastructure or any part thereof, all as determined from time to time by Declarant (prior to Turnover) or the Board (after Turnover):

(1) A routine infrastructure maintenance account, which account and the funds therein may be used by Declarant and the Association prior to or after Turnover for such items as scheduled maintenance and for unscheduled repair of the Streets, the Surface Water Management System (including the stormwater detention/retention areas), sidewalks, curbing, bike paths, traffic-control signage and other Association infrastructure appurtenant to the Streets and the Surface Water Management System, all as determined by Declarant (prior to Turnover) or the Board (after Turnover). Monies on deposit in said account may also be used for scheduled maintenance and unscheduled maintenance and repair of the Related Subdivision Infrastructure, as determined by Declarant (prior to Turnover) or the Board (after Turnover).

(2) A capital-repair/streets account, which account and the funds therein may be used by Declarant and the Association prior to or after Turnover for such items as resurfacing and related reconstruction of the Streets, generally (but not necessarily) every

twelve (12) years after issuance of a certificate of completion for the Streets, all as determined by Declarant (prior to Turnover) or the Board (after Turnover).

(3) A capital-repair/drainage pond account, which account and the funds therein may be used by Declarant and the Association prior to or after Turnover for such items as major repair and reconstruction of the stormwater detention/retention areas of the Surface Water Management System, generally (but not necessarily) every ten (10) years after issuance of a certificate of completion for the Surface Water Management System, all as determined by Declarant (prior to Turnover) or the Board (after Turnover). Said reconstruction and repair of said detention/retention areas may include, but not be limited to, dredging and sediment removal.

(4) Capital-repair/other infrastructure account, which account and the funds therein may be used by Declarant and the Association prior to or after Turnover for such items as for major repair, reconstruction, resurfacing, and replacement of the other parts of the infrastructure related to the Streets and the Surface Water Management System (such as the stormwater conveyance systems), sidewalks, curbing, and bike paths, all as determined by Declarant (prior to Turnover) or the Board (after Turnover). The monies on deposit in said account may also be used for the major repair, reconstruction, and replacement of the Related Subdivision Infrastructure, as determined by Declarant (prior to Turnover) or the Board (after Turnover).

(5) Storm debris removal account, which account and the funds therein may be used by Declarant and the Association prior to or after Turnover for such items as the costs of storm debris clean-up and removal, such as clearing downed trees, landscape, and other storm-created debris from the Streets, sidewalks, and the Surface Water Management System (including stormwater detention/retention areas), and removing such debris to a landfill or other county-provided drop-off site, all as determined by Declarant (prior to Turnover) or the Board (after Turnover).

C. If established, the Gated Community Accounts must be asset accounts maintained separate and apart from all other funds and accounts of the Association, and for accounting purposes the Association may not commingle these accounts with other funds and accounts of the Association. Notwithstanding anything in the foregoing to the contrary, the monies in the Gated Community Accounts may be commingled with monies in other Association accounts for banking and investment purposes, and may be pooled with other Association monies in a common investment program, so long as the financial books and records of the Association account for the monies within the Gated Community Accounts separately and apart from all other Association monies. All earnings, if any, from any investment of monies held in the Gated Community Accounts shall remain in and form a part of the principal of the respective Gated Community Account.

D. Regardless of whether one or more Gated Community Accounts are established or are in existence from time to time, each Owner shall, nonetheless, and at all times, still be solely responsible for providing routine landscape maintenance, mowing, and removal of trash and debris within the portions of the Surface Water Management System lying within that Owner's

Lot, failing which the Association shall perform the required maintenance and may levy a Special Assessment or Individual Assessment against the Lot to cover the costs thereof.

E. As with all reserves established pursuant to or by virtue of this Declaration or the Association Act, if any Gated Community Account is established, Declarant, provided it is Deficit Funding, shall not be required to pay any Assessments levied in connection with said Gated Community Accounts.

Section 5.03 Easements; Traffic Control.

A. Subject at all times to the terms, conditions, and provisions hereof, for so long as the Streets are privately controlled and maintained, Declarant creates for the benefit of Declarant, the Members, and the Owners, a perpetual, nonexclusive easement for access, ingress, and egress over the Streets, for law enforcement, firefighting, paramedic, rescue, and other emergency vehicles, equipment, and personnel; for school business; for U.S. Postal Service delivery vehicles and personnel; for private delivery or courier services; for vehicles and personnel providing domestic services; for vehicles, equipment, and personnel providing utility services or garbage/recycling collection service to the Property; and for holders of mortgage liens encumbering any Lots. Such easement shall not, under any circumstances whatsoever, authorize any such persons or entities to enter upon the Property except while acting in their official capacities in furtherance of such stated business.

B. The enforcement of traffic laws within the Property, as requested by the Association, may be by the County sheriff or City police force, as appropriate, and all costs of such enforcement incurred by the applicable law enforcement agency shall be paid by the Association as a Common Expense. Nothing in the foregoing is intended, however, to: (i) require the Association to contract with the County sheriff, City police force, or any other law enforcement agency concerning enforcement of traffic laws within the Property; or (ii) prevent the Association from directing, conducting, maintaining, or supporting private security and traffic enforcement services within the Property; provided, however, that same are not inconsistent with any agreement (if any) between the Association and County sheriff, City police force, or applicable law enforcement agency. No Common Streets Rules enacted by the Board may be inconsistent with the terms or provisions of any such agreement between the Association and, as applicable, the County sheriff, City police force, or any other law enforcement agency, pertaining to the enforcement of traffic laws within the Property.

C. Notwithstanding anything to the contrary set forth in the Declaration, in no event shall temporary interference for purposes of appropriate identification at and clearance through access gates be deemed to be an unreasonable interference with any Member's or Tenant's right to use the Common Streets and Roads for ingress and egress from such Property.

Section 5.04 Common Street Rules; Parking Restrictions.

A. The Board has and shall have the power to place (and remove after notice) Common Streets Rules upon or concerning any Common Streets and Roads and any person's or entity's use of the Common Streets and Roads or any part thereof.

B. Members/Owners and their family, tenants, guests, visitors, and other invitees shall park only in the Member's/Owner's garages, or in the driveways serving such Member's/Owner's Residential Property, or in spaces or areas on Common Area that are expressly designated herein or that the Association may expressly designate from time to time for such purposes, which parking may or may not be assigned, and is and shall be at all times subject to the Rules and Regulations.

C. Members/Owners and their family, tenants, guests, visitors, and other invitees may not park on Common Streets and Roads, unless prior approval has been obtained from Declarant or the Association, which approval may be granted, denied, or conditioned by the Association from time to time in Association's sole discretion. Residents of the Community shall instead park all vehicles in their garages or when not possible, in their driveways. Temporary approval allowing short-term parking may be granted by Declarant or the ARB in connection with bona fide current on-going construction of improvements on Residential Property. Declarant shall not be subject to the foregoing restrictions.

D. As long as the provisions of Section 715.07 of the Florida Statutes are complied with, any commercial, recreational, or other vehicle parked, stored, or used on or about the Property in violation foregoing restrictions or limitation set forth in this Section 5.04, or in violation of any Common Streets Rules or other Rules and Regulations concerning the same, may be towed away or otherwise removed from the Property by or at the request of Declarant or the Association and at the sole expense of the owner(s) of such vehicles. In the event of such towing or other removal, neither Declarant, nor the Association, nor their respective officers, employees, or agents shall be liable or responsible to the owner(s) of any such vehicle(s) for trespass, conversion, or damage incurred as an incident to or for the cost of such removal or otherwise; nor shall Declarant, nor the Association, nor their respective officers, employees, or agents be guilty of any criminal act or have any civil liability by reason of such towing or removal; and neither its towing or removal, nor the failure of the owner(s) of the towed or removed vehicle(s) to receive any notice of the violation of the provisions of this subsection, shall be grounds for relief of any kind.

E. The fact that some of the foregoing restrictions and limitations on the use of and parking on the Common Street and Roads are or may be more restrictive than the laws of the State of Florida or any local government having jurisdiction over the Property, shall not in any way make such restrictions and limitations unreasonable, unlawful, or unenforceable by Declarant or the Association.

Section 5.05 General.

A. The Annual Assessments levied by the Association may be used to pay for Common Expenses incurred with regard to the Gated Community Subdivision Infrastructure, to establish, maintain, or replenish Gated Community Accounts, and to enabling the Association to perform its authorized or required functions under this Article V. Other forms of Assessments may also be levied from time to time as required in connection with the forgoing.

B. Rules and Regulations may be promulgated from time to time with regard to the Gated Community Subdivision Infrastructure.

C. Notwithstanding anything to the contrary set forth herein, the Association shall not be permitted to sell, transfer, or otherwise dispose of any lands upon which is contained any part of the Gated Communities Subdivision Infrastructure or any facilities associated with the operation of such infrastructure, without the prior written consent of the District, to the extent any such sale, transfer or conveyance impacts land upon which the Surface Water Management System is located.

Section 5.06 Disclaimers; Acknowledgment and Waivers.

A. No Owner or Member shall be entitled to any discount against property or other taxes or assessments based upon the existence of Declarant's or the Association's ownership of all or any part of the Gated Community Subdivision Infrastructure.

B. Notwithstanding the private ownership of the Common Streets and Roads, neither Declarant nor the Association, nor any of their respective partners, members, officers, directors, employees, or agents shall, in any manner or way, whatsoever, be considered as or deemed or construed to be insurers or guarantors of the personal safety or security of any persons, including, without limitation, any Owner or Member or any tenant, guest, invitee, employee, agent or family member of such Owner or Member, or of any property, whether real, personal, or otherwise, from time to time located within or upon the Property or any portion thereof. Accordingly, neither Declarant nor the Association, nor any of their respective partners, members, officers, directors, employees, or agents shall be responsible or held liable or accountable for the injury or death of any person or for the loss of or damage to any property by reason or on account of the failure of Declarant, the Association, or the Related Subdivision Infrastructure or any part thereof to limit or control access to the Property or by reason or on account of the ineffectiveness of any activities directed, conducted, maintained, or supported by Declarant or Association for that purpose. In this regard, each Owner and Member, for itself and on behalf of any tenants, employees, agents, guests, invitees, or family members of such Owner or Member, shall, by virtue of the acceptance of a deed or other conveyance of a Lot or any other portion of the Property, be deemed to have acknowledged, understood, and agreed to the foregoing and further: (1) that notwithstanding any efforts or activities on the part of Declarant or Association to limit or control access to the Property, each Owner and Member, for itself and on behalf of any tenants, employees, agents, guests, invitees, and family members of such Owner or Member, (a) shall take title to its Lots or any other part of the Property subject to, and hereby assumes, all risk of personal injury or death and damage to or loss of property, of whatever nature, while present or situate within or upon the Property, and (b) waives, and forever and irrevocably releases Declarant and Association from, any and all claims, losses, damages, causes of action or liabilities of any kind, character, or nature whatsoever with respect to any personal injury or death or damage to or loss of property while present or situate within or upon the Property; and (2) that neither Declarant nor the Association, nor any of their respective partners, members, officers, directors, employees, or agents have made, nor has any Owner or Member, or any of Owner's or Member's tenants, employees, agents, guests, invitees, or family members relied upon, any representation or warranty, whether express or implied, pertaining to (x) the exclusivity or safety of the Property, (y) the effectiveness of any activities directed, conducted, maintained or supported by Declarant or Association in order to provide for the exclusivity of, or limit or control access to, the Property, or (z) the safety or security of persons or property while located or situate on or within the Property.

ARTICLE VI
THE ASSOCIATION

Section 6.01 The Association; Directors; Officers; Meetings; Official Records.

A. **Association**. The Association is and shall remain a Florida nonprofit corporation. The Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by the Association by virtue and authority of the Association Documents and applicable law, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the operation, maintenance, administration, repairing, replacing, insuring and improvement of the Property, the Community, the Common Property, Limited Common Areas and all Areas of Common Responsibility. Neither the Articles, the Bylaws nor any of the other Association Documents shall be amended or interpreted so as to be or become inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The Board, and such Officers as the Board may appoint from time to time, shall conduct the affairs of the Association.

B. **Directors**.

(1) **Number**. At all times, the Board shall consist of at least (3) Directors and shall always be an odd number. Prior to Turnover: (y) the Board shall consist of three (3) Directors unless Declarant, by notice to the Association, increases the Board and (z) the number of Directors may not be increased or decreased without Declarant's prior written consent, which consent may be granted or denied by Declarant in its sole and absolute discretion. The term of office of the initial Directors appointed herein by Declarant shall expire at the time of Turnover, unless otherwise required by Florida law. After Turnover, Directors shall be elected to the Board by a vote of the Members. Notwithstanding anything in the foregoing to the contrary, Declarant shall, without regard to the number of votes allocated to Declarant, be entitled to appoint one (1) Director for as long as Declarant is the Owner of at least five percent (5%) of the total number of Lots within the Property. Nothing contained in the foregoing, however, is intended, nor shall be deemed, to create any obligation upon Declarant to exercise such right to appoint such one (1) Director.

(2) **Appointment; Election**. Prior to Turnover, Declarant, as the Class B Member, shall have the sole and absolute right to appoint, remove, and recall all of the Directors; provided, however, that if at any time Declarant is not permitted under Florida law to appoint, remove, or recall such Directors, then the Class B Member shall have the sole and absolute right to elect, remove, and recall all such Directors, which election, removal or recall, to the fullest extent permitted under the Association Act, may be conducted via written consent of the Class B Member, in lieu of a meeting of the Class B Member. Notwithstanding the foregoing, Members other than Declarant are entitled to elect at least one (1) Director if fifty percent (50%) of the Lots in all phases of the Community, which will ultimately be operated by the Association, have been conveyed to Members other than Declarant. Any Directors appointed by Declarant or elected by the Class B Member prior to Turnover, or appointed or elected by Declarant pursuant to this

Section, need not be Members and need not be residents of the State of Florida. All other Directors shall be Class A Members or designated representatives of the Class B Member, and residents of the State of Florida. After Turnover, no Member or Owner may serve as a Director if: (i) such Member or Owner is more than ninety (90) days delinquent with regard to payment of any Monetary Obligation owed to the Association, or (ii) such Member or Owner has been convicted of any felony in the State of Florida or in a United States District, or has been convicted of any offense in another jurisdiction that would be considered a felony in the State of Florida, unless such individual's civil rights have been restored for at least five (5) years as of the date such individual seeks election to the Board. Any Director charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall immediately be deemed removed from office. The Board shall fill the vacancy according to the provision of this Declaration until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as a Director.

(3) **Meetings**. A meeting of the Board occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board shall be open to the Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Members have the right to attend all meetings of the Board. The right to attend such meetings includes the right to speak at such meetings with reference to all designated items. The Association may adopt written reasonable Rules and Regulations expanding the right of Members to speak and governing the frequency, duration, and other manner of Member statements, which Rules and Regulations may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, meetings between the Board or a committee and the Association's attorneys to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters are not required to be open to the Members other than Directors.

C. **Officers**.

(1) **General**. The officers of the Association (the "**Officers**") shall be a President, who shall be selected from the Board, a Vice President, a Treasurer, and a Secretary. Prior to Turnover, all Officers shall be appointed/elected by the Declarant and may only be removed and replaced by Declarant pursuant to the terms hereof. After Turnover, all Officers shall be elected annually by the Board of Directors and each Officer may be removed by vote of the Directors at any meeting with or without cause. After Turnover, no Member or Owner may serve as an Officer if such Member or Owner is delinquent more than ninety (90) days with regard to payment of Assessments or any other any Monetary Obligation. Any person may hold two or more offices except that the President shall not also be the Vice President or the Secretary. The Board shall from time to time elect such other Officers and designate their powers and duties as the Board shall

find necessary or convenient to manage properly the affairs of the Association. Officers shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

(2) **President**. The "**President**" shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of a president of a Florida not for profit corporation and a Homeowners' Association. He shall serve as chairman of all Board and Members' meetings.

(3) **Vice President**. The "**Vice President**" shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed from time to time by the Board or the President.

(4) **Secretary**. The "**Secretary**" shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall keep the official records of the Association, except those of or to be maintained or kept by the Treasurer, and shall perform all other duties incident to the office of a secretary of a Florida not for profit corporation, to the office of a secretary of a Homeowners' Association, and as may be required by the Directors or the President. From time to time, the duties of the Secretary may be fulfilled by a manager or management company employed by the Association.

(5) **Treasurer**. The "**Treasurer**" shall have custody of all funds, securities, and evidences of indebtedness regarding or concerning the Association. He shall keep the books of the Association in accordance with good accounting practices, and shall perform all other duties incident to the office of a treasurer of a Florida not for profit corporation and a Homeowners' Association. From time to time, the duties of the Treasurer may be fulfilled by a manager or management company employed by the Association.

(6) **Removal**. Any Officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall immediate be deemed removed from office. As applicable, the Board shall fill the vacancy according to the provision of this Declaration until the end of the period of the suspension or the end of the Officer's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Officer shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as an Officer.

D. **Member Meetings**.

(1) **Annual Meetings**. The annual meeting of the Members of the Association shall be held at such place, at such time and on such date each year as is from time to time designated by the Board. Failure to hold an annual meeting timely shall in no way

affect the terms of Officers or Directors or the validity of actions of the Directors, the Officers, or the Association.

(2) **Special Meetings**. Special meetings of the Members may be called by any one of the following persons or groups:

1. The President;

2. A majority of the Board of Directors;

3. Prior to Turnover, Members representing at least fifty percent (50%) of total voting interests of the Association;

4. After Turnover, Members representing at least ten percent (10%) of total voting interests of the Association; or

5. The Declarant, so long as Declarant has the right to elect a Director pursuant to Section 720.307 of the Association Act.

E. **Official Records**.

(1) Section 720.303(4) of the Association Act defines the "**official records**" of the Association. The official records shall be made available to an Owner for inspection within ten (10) business days after receipt by the Board or its designee of a written request. This subsection may be complied with by having a copy of the official records available for inspection or copying in the Community or, at the option of the Association, by making the records available to an Owner electronically via the internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. From time to time, the Association may adopt reasonable Rules and Regulations governing the frequency, time, location, notice, official records to be inspected, and manner of inspections by the Owners, but may not require an Owner to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit an Owner's right to inspect records to less than one 8-hour business day per month. From time to time, the Association may impose fees to cover the costs of providing copies of the official records, including the costs of copying and the costs required for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds one-half hour and if the personnel costs do not exceed $20 per hour.

Section 6.02 Membership. Each Owner (including Declarant) shall be a Member of the Association. The Association membership of each Owner (other than Declarant) shall be appurtenant to and inseparable from the Lot giving rise to such membership, and any transfer of title to a Lot shall automatically transfer to the new Owner the membership in the Association appurtenant to that Lot, without any further action required whatsoever of the Board, the Association, the old Owner or the new Owner.

Section 6.03 Voting Rights and Turnover of Association.

A. **Voting Rights**. The Association shall have two (2) classes of voting membership as follows:

(1) **Class "A"**. "Class 'A' Members" or "Class A Members" shall be all Owners, with the exception of Declarant for so long as Declarant retains Class "B" voting rights. Each Class "A" Member shall have one (1) vote for each Lot owned by that Member.

(2) **Class "B"**. The sole "Class 'B' Member" or "Class B Member" shall be Declarant, or its specifically designated (in writing) successor(s) or assign(s). The Class "B" Member shall be allocated the number of votes equal to the total number of Class "A" Member votes, plus one (1). Class "B" Membership shall cease and become converted to Class "A" membership upon Turnover.

B. **Termination of Class "B" Membership**. The Class "B" membership, in its entirety, shall terminate and become converted to Class "A" membership upon the earlier of the following events:

(1) When Declarant, in its sole and absolute discretion, elects to convert the last of its Class "B" membership interests, to Class "A" membership interests; or

(2) At the Turnover Meeting.

C. **Turnover of Association**. Any other provision of this Article VI to the contrary notwithstanding, Members Other Than Declarant (as that term is defined below), shall be entitled to elect at least a majority of the members of the Board of Directors not later than Turnover, which shall be: (i) three (3) months after ninety percent (90%) of the Lots in all phases of the Development that will or may ultimately be operated by the Association have been conveyed to Class "A" Members, which Turnover shall occur at the Turnover Meeting; (ii) upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Association Documents, with there being a rebuttable presumption that Declarant has abandoned and deserted the Property if Declarant has unpaid Assessments or guaranteed amounts under Florida Statutes, Section 720.308, for a period of more than 2 years; (iii) upon Declarant filing a petition seeking protection under Chapter 7 of the U.S. Federal Bankruptcy Code; (iv) upon Declarant losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of Declarant's rights and responsibilities hereunder first arising after the date of such assignment; or (v) upon a receiver for the Declarant being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Association or the Members. For purposes of this Declaration, the term "**Member(s) Other Than Declarant**" shall not include Builders, contractors or other parties who purchase or hold the title to a Lot for the purpose of constructing a Townhome thereon for resale.

D. **Turnover of Documents**. No later than the Turnover Meeting, Declarant, at Declarant's expense, shall deliver to the Board the documents that Declarant is required to deliver pursuant Subsection 720.307(4) of the Association Act.

Section 6.04 Multiple Owners. When any Lot entitling an Owner to membership in the Association is owned of record in the name of more than one person, party, or entity, whether such persons or entities own said Lot as fiduciaries, joint tenants, tenants in common, tenants in partnership, partners, or in any other manner of joint or common ownership, or if two or more persons or entities aforesaid or otherwise shall have the same fiduciary relationship or rights respecting the same Lot, then unless the instrument, document, or order appointing them or creating the subject tenancy or relationship otherwise directs and it or a copy thereof is filed with the Secretary of the Association or has been recorded in the Public Records, such Owner shall: (i) select one official representative to represent such Lot ("**Representative**"), which Representative shall be the only person, or party, or entity with the right to exercise any rights of membership in the Association with respect to such Lot, including, but not limited to, voting with respect to such Lot and (ii) shall notify the Secretary of the Association in writing of the Representative's name and of any change in same as it occurs. The vote of each Representative shall be considered to represent the will of all the Owners of the subject Lot. In the circumstance of such common or joint ownership or rights, if the Owners fail to properly designate a Representative, then the Association may accept the person, party, or entity asserting the right to vote on behalf of the subject Lot as the voting Owner, until notified to the contrary by the other person(s), party(ies), or entity(ies) that also make up the Owner. Upon such notification no Owner of said Lot may vote until the Owner appoints its Representative pursuant to this paragraph.

ARTICLE VII
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7.01 Lien and Personal Obligation Nonpayment.

A. **Personal Obligation**. Declarant, for each Lot owned by it on the Property, and each Owner other than Declarant, by acceptance of fee-simple title to any Lot, whether or not it shall be so expressed in any deed or other conveyance of title to such Lot, covenants and agrees to pay to the Association the Assessments, which Assessments shall be fixed, established, assessed, and enforced as herein provided and as permitted by the Association Act. Assessments shall be a charge and a continuing lien upon the Lot against which such Assessment is made, and upon any Townhome located on said Lot, from and after the date on which such Assessment is due. Each Assessment shall also be the personal obligation of each person or entity who was an Owner of the Lot at the time the Assessment fell due. Declarant will never be obligated to pay any Individual Assessment or Start-Up Assessment.

B. **Assessment Lien**. If any Assessment or installment thereon is not paid when due, then such Assessment shall be delinquent and the delinquent Assessment shall be secured by a continuing lien on the Lot as to which the Assessment accrued, and upon any Townhome located thereon. The Association may record a lien against any Lot to secure payment of Assessments that remain unpaid for a period of thirty (30) days or longer after becoming due (the "**Assessment Lien**"). Any Assessment Lien shall be prior to all other liens created except: (i) ad

valorem real estate taxes and assessments levied by any Governmental Authority, (ii) the lien of any mortgage (expressly subject to the mortgagee's compliance with Florida Statutes, Section 720.3085(2)(c), and said mortgagee's payment of all unpaid Assessments resulting from said mortgagee's compliance with, or failure to comply with, said statute), and (iii) other liens which by law would be superior. To the fullest extent permitted by law, any Assessment Lien shall be prior to and superior in dignity to the Owner's homestead status. Any Assessment Lien shall bind the Lot and any Townhome located thereon in the hands of the then Owner and of each subsequent Owner. The personal obligation of the Owner to pay such delinquent Assessment shall remain that Owner's personal obligation for the statutory limitations period and personal liability shall not pass to successors in title of the Lot unless expressly assumed by them.

C. **Interest on Assessments**. If the delinquent Assessment or installment thereon is not paid within thirty (30) days after the due date, the same shall bear interest from the date due at the highest lawful rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action for collection against the Owner personally obligated to pay the same and to foreclose the lien against the Lot and any Townhome located thereon by judicial foreclosure in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such delinquent Assessment the aforesaid interest, late charges, collection costs, expenses and attorneys' and paralegals' fees, and all of the foregoing shall be recoverable whether or not suit be brought. The Owner shall also be required to pay to the Association any Assessments against the Lot which become due during any period of foreclosure by the Association. The Association, acting on behalf of the Owners, shall have the right and power to bid for any Lot at any foreclosure sale and to acquire the same via foreclosure or a deed in lieu thereof and thereafter hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure or a deed in lieu thereof: (x) no right to vote shall be exercised on said Lot; (y) no Assessment shall be assessed or levied on said Lot; and (z) each other Lot shall be charged, in addition to its Assessments, its pro rata share of the Assessment that would have been charged the subject Lot had it not been acquired by the Association as a result of foreclosure or a deed in lieu thereof. Suit to recover a money judgment against an Owner or Lot for unpaid Common Expenses, Assessments, and all costs, expenses, and fees incurred by the Association in connection with such action, including, but not limited to, interest as provided herein, along with reasonable attorneys' and other legal fees to be fixed by the court, together with all other costs, expenses, and fees of the action, shall be maintainable by the Association without foreclosing or waiving the lien securing the same.

D. **Late Fees**. In addition to any other rights and remedies of the Association hereunder or under Florida law in connection with an Owner's or Member's failure to timely pay Assessments or any installments thereof, the Association may also charge an administrative late fee ("**Late Fee**") not to exceed the greater of Twenty-Five and no/100 Dollars ($25.00) or five percent (5%) percent of the amount of each installment that is paid past the due date. If in the future, Section 720.3085(3)(a) is amended to permit the Association to charge a higher Late Fee, then the immediately preceding sentence shall be deemed automatically amended to permit the Association to charge such higher Late Fee.

E. **Exempt Property**. The following property shall be exempt from the Assessments, charges and liens created herein: (1) Common Property; (2) lands owned by Declarant which have not been annexed to the Property by this Declaration or any Supplemental

Declaration; (3) lands conveyed or dedicated to the local government or other Governmental Authority, any public or quasi-public utility company, or the public; (4) to the fullest extent permitted by the Association Act, Lots owned by Declarant during the period of time that Declarant subsidizes the Common Expenses of the Association pursuant to Section 7.08 hereof, and to the fullest extent permitted by the Association Act, Lots owned by a Builder during the time period that the Declarant subsidizes the Common Expense of the Association pursuant to Section 7.08 hereof. No other land or Improvements in the Property shall be exempt from the Assessments, charges or liens stated above. No Owner may avoid Assessment obligations by virtue of non-use or abandonment of the Common Property or any Area of Common Responsibility, as applicable.

Section 7.02 Purpose; Powers. The Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners, to perform the Association's duties and obligations hereunder and under the Association Act, to exercise the powers conferred on the Association hereunder and under the Association Act, to manage, improve, operate, administer, insure, maintain, repair and replace the Common Property and the Areas of Common Responsibility (as may be determined by the Board), and to pursue any other purpose deemed desirable, necessary, convenient or appropriate by the Board, including, without limitation, any one or more of the following, or as otherwise stated herein or as permitted by the Association Act: (a) payment Common Expenses; (b) lighting, irrigation, maintenance, improvement and beautification of the Streets and all easement areas benefiting the Association or the Property as shown on any recorded Plat, or otherwise properly established; (c) acquisition, maintenance, repair and replacement of community identification signs and traffic control devices, and control and regulation of traffic in the Property; (d) payment, contest or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Association or the Common Property; (e) operation, management, insurance, replacement, maintenance, repair, beautification and improvement of the Common Property, Areas of Common Responsibility (as may be determined by the Board), and all easement areas benefiting the Association or the Property as shown on any recorded Plat, or otherwise properly established; (f) repayment of any deficits previously incurred by the Association; (g) funding of reserves for future Common Expenses; (h) procurement and maintenance of all insurance; (i) employment of accountants, attorneys and other professionals, administration, and experts to represent or advise the Association; (j) operation, maintenance and replacement of the Stormwater Management System for the Property in accordance with the terms of this Declaration and the requirements of the District including, but not limited to, work within retention areas, drainage structures and drainage easements; (k) monitoring and maintenance of protected wetlands and associated reporting as may be required by the District; and (1) doing anything necessary, desirable, or convenient in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners. At all times, the Association, acting by and through the Board, shall, in addition to those general and specific powers elsewhere referenced in the Association Documents or imposed upon it by law, have the following specific powers:

A. Except as may be limited by the terms of the Association Documents, to acquire, own, hold, control, administer, manage, operate, regulate, care for, maintain, repair, replace, restore, preserve, protect, insure, buy, sell, lease, transfer, convey, encumber or otherwise deal in or with real or personal property (or any interest therein, including easements) (i) which is, or

upon its acquisition by the Association shall thereupon become, Common Area as defined in this Declaration, including the power to enter into any leases or other arrangements with appropriate governmental agencies necessary for the use of sovereignty lands associated with any of the Common Area, or (ii) the responsibility for which is delegated to the Association pursuant to the terms and provisions of this Declaration, and further including the power to direct, conduct, maintain or support activities within or upon the Property in order to limit or control access to said Common Area.

B. To establish, make, levy, impose, enforce and collect all Assessments and impose, foreclose and otherwise enforce all liens for Assessments for which provision is made in this Declaration in accordance with the terms and provisions of the Association Documents.

C. To establish, make, levy, impose, enforce and collect fines and temporarily suspend rights of use of Common Area against any Owner and Lot for any violation of the covenants, conditions and restrictions set forth in the Association Documents or in the Rules and Regulations, all in accordance with the terms hereof and of the Association Act.

D. To create, establish, maintain, and administer such capital expenditure reserves and other reserve funds or accounts as shall, in the discretion of the Board, be reasonably necessary to provide and assure the availability of funds necessary for the care, maintenance, repair, replacement, restoration, preservation, and protection of all Common Area, including all easements and facilities, and for such other purposes as the Board, in its reasonable discretion, shall deem necessary or appropriate.

E. To sue and be sued and to defend any suits brought against it.

F. Subject to any limitations set forth in the Association Documents or imposed by the Association Act, to borrow such money as may reasonably be required to discharge and perform the duties, responsibilities and obligations imposed upon the Association pursuant to the Association Documents or the Association Act.

G. To employ such persons or to contract with such independent contractors or managing agents as shall be reasonably required in order for the Association to carry out, perform and discharge all or any part of its duties, obligations and responsibilities pursuant to the Association Documents and the Association Act; provided, however, that any such employment contract or contract with any independent contractor or managing agent for a term of more than one (1) year shall, by its express terms, be terminable: (i) for cause at any time upon not more than thirty (30) days written notice by the Association; and (ii) without cause at any time after one (1) year upon not more than sixty (60) days written notice by either party; and, provided further, that any such contract shall otherwise be subject to the provisions of this Section.

H. To provide equipment, facilities and personnel or to contract with an independent contractor or independent contractors, for such public or quasi-public services as may be deemed by the Association to be reasonably necessary or desirable for the common health, safety and general welfare of the residents, including, without limitation, internal security and protection services, garbage and trash pickup and disposal services, cable television/Internet services and street lighting services.

I. To take such steps as may be necessary to enforce the provisions of the Association Documents and the Rules and Regulations, including, without limitation, the employment of counsel and the institution and prosecution of litigation to enforce said provisions including, without limitation, such litigation as may be necessary to collect Assessments and foreclose liens for which provisions are made in the Association Documents.

J. To encourage, cause, facilitate, assist and cooperate in the formation, establishment and operation of a Community Development District and/or MSBUs/MSTUs.

K. To establish, undertake, and promote, from time to time, social activities or programs; educational programs; cultural, artistic and environmental programs; charter and other similar services, activities or programs designed, intended, or implemented to further a sense of community among Owners and residents thereof. Nothing in this subsection shall ever be construed as a representation or promise by Declarant or the Association as to which, if any, of the foregoing may be established, undertaken, promoted, or (as applicable) continued by the Association from time to time.

Section 7.03 Determination of Annual Assessments.

A. **Budgets and Reserve Fund Contribution**. The Board shall annually prepare a budget that sets out the Association's annual operating expenses ("**Budget**"), which Budget must: (i) reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year; (ii) set out separately all fees or charges paid for by the Association for recreational amenities, whether owned by the Association, the Declarant, or another person or entity; (iii) include reserve accounts for capital expenditures and deferred maintenance for which the Association is responsible, including, but not limited to, the Common Property; and (iv) shall comply with Florida Statutes, Sections 720.303(6)(a) and (b), taking into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost to be incurred by the Association, and shall establish a reserve fund for such anticipated expenditures. The Board shall set the required reserve fund, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the Budget, with respect both to amount and timing of Annual Assessments over the period of the Budget. The reserve funds required, if any, shall be fixed by the Board and included within and distributed with the Budget and any applicable notice of Annual Assessment. Any reserve funds established by the Board shall be held in an interest-bearing account or investments. The first Budget promulgated or adopted by the Declarant on behalf of the Association must designate therein the components for which reserve accounts and funds may be used.

B. **Adoption of Operating Budget**. The Association shall mail to each Member a copy of the Budget and projected Annual Assessments approved by the Board to be levied for the next fiscal year at least thirty (30) days prior to the end of the Association's current fiscal year. The Budget and Annual Assessments set forth therein shall become effective unless disapproved at a special meeting of the Members held not later than sixty (60) days after the proposed Budget and Annual Assessments are mailed to the Members. To be effective, the disapproval of the proposed Budget and Annual Assessments must be by a vote of two-thirds (2/3) of the membership of the Association, without regard to membership class. If the

membership so disapproves the Budget for the succeeding year, or if the Board fails to propose a Budget or the Annual Assessments, then the Budget and Annual Assessments for the preceding year shall continue in effect until a new Budget with Annual Assessments is determined or adopted.

C. **Allocation of Annual Assessments Among Lots**. The Budget and Annual Assessments of the Association shall be assessed against all Owners and Lots within the Property in an equal amount per Lot. At the discretion of the Board, the Annual Assessments for any year may be paid by Owners in monthly installments, due and payable on the first (1st) day of each month; in bi-annual installments, due and payable by the first (1st) day of January and July of each year; or in quarterly installments, due and payable by the first (1st) day of January, the first (1st) day of April, the first (1st) day of July, and the first (1st) day of October of each year. In the event of such deferred payments, the Board may, but shall not be required to, charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any Annual Assessment upon default in the payment of any installment thereon or any other Assessment due hereunder. Absent any such determination by the Board permitting payment in monthly, bi-annual, or quarterly installments, the Annual Assessment for any year shall be due and payable by January 1 of such year. Any Annual Assessment not paid by January 15, if payable in one lump sum, not paid by the fifteenth (15th) day of January and July, if allowed to be paid bi-annually, or paid by the fifteenth (15th) day of January, April, July, and October, if allowed to be paid quarterly, or on the fifth (5th) day of any month, if allowed to be paid monthly, shall be considered delinquent.

Section 7.04 Special Assessments and Individual Assessments.

A. **Special Assessments**. In addition to Annual Assessments, the Board may levy at any time a special assessment for the purpose of defraying the cost of any construction, maintenance, repair, replacement or insurance of any improvement on the Common Property, any Areas of Common Responsibility, or on any easement benefiting the Association or the Property as shown on any recorded Plat, or otherwise properly established, for the purpose of covering any budget deficits of the Association, or for any other purpose deemed necessary, desirable or appropriate by the Board (collectively, "**Special Assessment(s)**").

B. **Individual Assessment**. The Board may levy an individual assessment against any Owner and that Owner's Lot and, if applicable, any Townhome located thereon in order to cover any costs, expenses and fees whatsoever incurred by the Association due to: (i) that Owner's failure to maintain its Lot or Townhome pursuant to the standards set forth in this Declaration or as otherwise established by the Board or the ARB, or (ii) to reimburse the Association for loss or damage to the Association or to any Common Property, Area of Common Responsibility or easement area benefiting the Association or the Property caused by that Owner or that Owner's lessee, sublessee, licensee, agent, contractor, subcontractor, invitee, domestic help or guest, and not covered by insurance maintained by the Association, or (iii) for any other purpose expressly permitted by this Declaration or permitted under applicable law (each assessment levied pursuant to (i), (ii), or (iii), above, an "**Individual Assessment**").

Section 7.05 Start-Up Assessment; Capital Assessment; Due Dates.

A. At the closing of the sale of each Lot in the Property to a Third Party Purchaser, said purchaser shall pay to the Association: (i) a one-time Start-Up Assessment in the amount of $150.00 and (ii) the entire Annual Assessment for the calendar year of closing, prorated on a per diem basis from the date of closing on the sale of, or the date of occupancy of the Lot, whichever is earlier, through the end of that calendar year. Thereafter, Annual Assessments shall be due, in advance, on or before the commencement of the Association fiscal year for which they are imposed; but the Board, as provided above, may elect to collect Annual Assessments in monthly, quarterly or semi-annual installments. Annual Assessments which commence to accrue as to any Lot other than on the first day of the year shall be prorated for the balance of that year. Notwithstanding the foregoing, the Start-Up Assessment shall be due from the first Third Party Purchaser that is not a Builder. After the one time Start-Up Assessment has been paid as to a Lot in the Property, subsequent purchasers of the same Lot shall not be required to pay said Start-Up Assessment.

B. On each subsequent conveyance of a Townhome following the initial sale of such Townhome to the first Third Party Purchaser thereof or to any party other than Declarant, the Association shall levy and impose on such Townhome a capital assessment of $150.00 (the "**Capital Assessment**"), which Capital Assessment shall be shown on any estoppel certificate issued by or on behalf of the Association in connection with the conveyance of the Lot to said purchaser or grantee; shall be nonrefundable; shall be in addition to, and not in lieu of, the Assessments levied on the Lot; shall not be considered an advance payment of any portion of Assessments; and shall be used by the Association exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to the Property. The Association may use the Capital Assessment for any of the purposes and services set forth in this Declaration, including the reduction of the Declarant's deficit funding. The Capital Assessment shall not apply in instances of transfer of title of a Townhome to (a) a co-Owner of the Townhome; (b) the Owner's estate, surviving spouse or child upon the death of the Owner; (c) an entity owned by the grantor of title and/or the grantor's spouse; (d) to a mortgagee or Association pursuant to a Final Judgment of Foreclosure or deed in lieu of foreclosure. Prior to Turnover, Declarant may increase the Capital Assessment in subsequent fiscal years, provided that such increase shall not be greater than ten percent (10%) over the prior fiscal year. Subsequent to Turnover, Association may increase the Capital Assessment in subsequent fiscal years, provided that such increase shall not be greater than ten percent (10%) over the prior fiscal year. Neither Declarant nor Association makes any representation or warranty that, at Turnover, any portion of the Capital Assessment shall be in the accounts of the Association, as these monies may be used to offset Declarant's deficit funding.

Section 7.06 Certificate. Upon request, the Association, pursuant to Florida Statutes, Section 720.30851, shall furnish to any Owner a certificate setting forth whether all required Assessments have been paid. Such certificate, subject to the limitations and terms of Florida Statutes, Section 720.30851, shall be conclusive evidence in favor of bona-fide third parties relying thereon of the payment of any Assessment therein stated to have been paid. The Association may charge a fee for the preparation of such certificate, and the amount of such fee must be stated on the certificate. Unless sold or conveyed by or to Declarant, no Lot or parcel

may be sold or conveyed unless an estoppel certificate pursuant to Florida Statutes, Section 720.30851 is obtained and all amounts set forth therein are paid prior to the sale or conveyance.

Section 7.07 Subordination. Expressly subject to the first mortgagee's compliance with Florida Statutes, Section 720.3085(2)(c) and said first mortgagee's payment of all unpaid Assessments resulting from said first mortgagee's compliance with, or failure to comply with, said statute, all Assessment Liens shall be subordinate to the lien of any first mortgage. Any unpaid Assessment amounts resulting from a first mortgagee's compliance with Florida Statutes, Section 720.3085(2)(c) shall be deemed a Common Expense collectible from all Owners, including the acquiring mortgagee, on a pro-rata basis. Any such transfer to a mortgagee under this Section or otherwise shall not relieve the transferor of personal responsibility for any prior Assessments nor the Lot from the lien for Assessments thereafter falling due.

Section 7.08 Funding by Declarant. Notwithstanding anything contained in this Declaration to the contrary or otherwise, to the fullest extent permitted by the Association Act, Declarant shall not be obligated to pay any Assessment as to any Lot owned by it during any period of time that Declarant pays the Common Expense actually incurred over and above the income derived from the Assessments collectible from the Class "A" Members ("**Deficit Fund**"). For purposes of this subsidy arrangement, unless expressly required by applicable law, Declarant need not subsidize or pay any Assessment amounts levied for replacement reserves or capital expenditures. If Declarant elects to Deficit Fund as permitted herein and under the Association Act, then for purpose of complying with Florida Statutes, Section 720.308(3), the amount of the Annual Assessments, as such Annual Assessments may be increased per fiscal year, shall be the maximum obligation of the Class "A" Members. If Declarant elects to Deficit Fund, then for purpose of complying with Florida Statutes, Section 720.308(3), the amount above the Annual Assessments that is necessary to keep the Association operational shall be the amount of Declarant's guarantee of Common Expenses. It is the express intent of Declarant that this be an establishment of a guarantee pursuant to Florida Statutes, Section 720.308(2). Unless Declarant otherwise notifies the Board in writing at least thirty (30) days before the beginning of a fiscal year, Declarant shall continue paying on the same basis as during the previous fiscal year. Declarant, at its option, may elect by written notice delivered to the Association at any time to abandon the subsidy approach and commence payment of the Assessments thereafter falling due for the Lots then owned by Declarant, prorated as of the date that such notice is delivered to the Association. Notwithstanding the foregoing, Declarant shall never be obligated to pay any Individual Assessment or Start-Up Assessment.

Section 7.09 Waiver of Use. No Owner, other than Declarant, may exempt himself, herself or itself from personal liability for Assessments duly levied by the Association. No Owner may release the Owner's Townhome from the liens and charges hereof either by waiver of the use and enjoyment of the Property and the facilities thereon or by abandonment of such Owner's Townhome.

Section 7.10 Declarant's Right to Loan or Advance Funds. Declarant may (but is not obligated to) loan, advance or otherwise make payments to the Association to assist the Association in meeting its financial obligations. Notwithstanding anything to the contrary contained in this Section, if Declarant loans, advances or otherwise makes payments to the

Association, other than as a voluntary subsidy, then any such sums shall be repaid to Declarant prior to the Turnover Date.

Section 7.11 Builder Exemption. Notwithstanding anything in this Declaration or the Articles and Bylaws to the contrary, except as provided herein, during the time that a Builder owns any Lot, the Builder shall not pay any Assessments with respect to the Lots owned by the Builder; provided however, Assessments shall commence and be payable as to a particular Lot owned by a Builder upon the earlier to occur of (i) the sale of the Lot by a Builder to an unaffiliated third party; or (ii) three (3) years from the date the Builder acquired the Lot from Declarant. Further, in the event that Declarant elects to pay Assessments applicable to the Lots owned by Declarant rather than pay the Deficit as provided in Section 7.08 of this Article, Declarant covenants, agrees and shall be obligated to pay all Assessments with respect to Lots owned by a Builder for which the Builder is not required to pay Assessments pursuant to this Section 7.11. For the purpose of this Section 7.11, if there is more than one (1) Builder, each Builder, for the purposes of this Section, shall be treated individually and not collectively with other Builders.

ARTICLE VIII
ARCHITECTURAL CONTROL BOARD

Section 8.01 Architectural Control; ARB.

A. All Lots and Townhomes in the Property are subject to architectural review in accordance with this Article VIII and any planning, construction, development, or other architectural criteria, guidelines, or procedures (collectively, "**Planning Criteria**") adopted and revised from time to time by the Architectural Review Board (the "**ARB**"), which may also be referred to at times as the Architectural Review Committee (the "**ARC**"). The Planning Criteria shall be written and made available to all Builders and to all Owners or prospective Owners. The Planning Criteria may include any matters considered appropriate by the ARB not inconsistent with this Declaration, the other Association Documents or the Association Act.

B. No site work/development, landscaping, utility extension, drainage improvement, paving, driveway, swimming pool, pool enclosure, building, fence, wall, sidewalk, or any other physical or structural improvement, or change or alteration to the exterior of any existing structure or improvement, or to any existing landscaping, shall be commenced, constructed, erected, modified, changed, altered or maintained until the plans showing such details as the size, design, shape, finished grade elevation, height, materials and color of the same, together with a landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes (collectively, the "**Plans**"), have been approved in writing by the ARB. All such Improvements must further conform to the Planning Criteria and no Plans shall be approved by the ARB if they are not in conformity with same. All Improvements, construction, changes, modifications and alterations shall also comply with all laws. Until such time as any Improvements, construction, changes, modifications and/or alterations have been submitted to and approved by the ARB, no Owner (and/or designee thereof) shall make application for a building permit from the applicable Governmental Authority. Nothing herein shall limit the right of an Owner to finish or alter the interior of that Owner's Townhome as that Owner desires.

Section 8.02 Membership of ARB. Prior to Turnover, Declarant shall be entitled to appoint all members of the ARB. The initial members of the ARB shall hold office until all Lots and Townhomes have been conveyed to Third Party Purchasers or such earlier time as the Declarant may, in its sole discretion, elect. Thereafter, the membership of the ARB shall be determined by the Board. The ARB shall consist of no less than three (3) members, none of whom shall be required, prior to Turnover, to be Owners or occupants of the Property. The ARB shall always consist of an odd number of members. No member of the ARB shall be entitled to compensation for services performed, but the ARB may employ professional advisors and pay reasonable compensation to such advisors at Common Expense. Members of the ARB (other than those appointed or designated by Declarant) may be removed by the Board at any time without cause. Members of the ARB appointed or designated by Declarant may only be removed by Declarant, which removal may be at any time without cause.

Section 8.03 Approvals. Decisions of the ARB shall be by majority action. Unless waived by the ARB, all Plans shall be prepared by an architect or engineer, said person to be employed by and at the expense of the Owner. If for any reason, including purely aesthetic reasons, the ARB should determine that a proposed improvement, construction, modification or alteration is not consistent with the Planning Criteria or Declarant's development plan, or in the best interest of the Association and its Members, such improvement, construction, modification or alteration shall not be approved or made. Approval of Plans may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the dissatisfaction of the ARB with the location of the structure on the Lot, the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the Lot, or because of its reasonable dissatisfaction with any other matter or thing which, in the judgment of the ARB, will render the proposed improvement or alteration inharmonious with Declarant's general development plan or the Planning Criteria. Two (2) sets of Plans and specifications shall be submitted to the ARB by the Owner prior to applying for a building permit from the applicable Governmental Authority. Submittals and re-submittals of Plans shall be approved or disapproved within thirty (30) days after receipt by the ARB. The ARB approval or disapproval shall be written and shall be accompanied by one (1) copy of the Plans to be returned to the Owner. Whenever the ARB disapproves Plans, the ARB shall specify the reason or reasons for such disapproval. The Planning Criteria are not the exclusive basis for decisions of the ARB and compliance with the Planning Criteria does not guarantee approval of any application.

Section 8.04 Violations. The work approved by the ARB must be performed strictly in accordance with the Plans as approved by the ARB. If after Plans have been approved, the Improvements are altered, constructed, modified, erected, or maintained upon the Lot other than as approved, the same shall be deemed to have been undertaken without ARB approval. After one (1) year from completion of any improvement, addition, modification or alteration, said Improvement shall, in favor of purchasers in good faith and for value and mortgagees, be deemed to comply with the provisions hereof unless a notice of such noncompliance executed by any member of the ARB shall appear in the Public Records or legal proceedings shall have been instituted to enjoin the noncompliance or to enforce compliance with this Article VIII.

Section 8.05 Variances. The ARB may grant variances from compliance with the architectural provisions of this Declaration or the Planning Criteria, including, without limitation, restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may reasonably require. The granting of any variance shall not operate to waive any of the terms and provisions of this Declaration or the Planning Criteria for any purpose except as to the particular Lot and the particular provision covered by the variance, nor shall it affect the Owner's obligation to comply with all applicable laws. Such variances may only be granted when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) estop the ARB from denying a variance in other similar or dissimilar circumstances.

Section 8.06 Waiver of Liability. None of Declarant, the ARB, the Directors or the Association, or any agent, employee or officer thereof, shall be liable to anyone submitting Plans for approval or to any Owner, occupant, tenant, subtenant, invitee, licensee or guest of the Property by reason of or in connection with approval or disapproval of any Plans, or for any defect in any Plans submitted, reviewed, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to or contrary to such Plans. Approval of Plans, or any other approvals, variances or consents by the ARB, are given solely to protect the aesthetics of the Property in the judgment of the ARB and shall not be deemed a warranty, representation or covenant that any action taken in reliance thereon complies with all applicable laws, nor shall ARB approval be deemed approval of any Plan or design from the standpoint of structural safety or conformity with building or other codes. Every person who submits Plans for approval agrees, by submission of such Plans, and every Owner or occupant, tenant and subtenant of any Lot agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages and shall be deemed to have automatically agreed to hold harmless and indemnify the Board, the ARB, the Declarant and the Association, and all of the foregoing's directors, officers, members, agents and employees from and for any loss, claim, liability, expenses, causes of action or damages connected with the aforesaid aspects of the Plans, Improvements or alterations.

Section 8.07 Enforcement. Declarant and the Association shall have standing and authority on behalf of the Association to enforce the Planning Criteria and the decisions of the ARB in courts of competent jurisdiction. Should Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' and paralegals' fees and costs and expenses incurred, whether or not judicial proceedings are involved, including the attorneys' and paralegals' fees and costs, and expenses incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, Declarant and the Association shall have the right, but not the obligation, to enter upon the Owner's Lot, make such corrections, alterations or modifications as are necessary, or remove anything in violation of the provisions hereof, the Rules and Regulations, or the Planning Criteria, and charge the costs and expenses thereof to the Owner as an Individual Assessment. Declarant, the Association the Board and the ARB and all of the foregoing's directors, officers, members, agents and employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence, intentional misconduct or intentional wrongdoing.

Section 8.08 **Exemption**. Declarant, before and after Turnover, shall be exempt from the Planning Criteria, the ARB Rules and the architectural control provisions of this Article VIII. Declarant, before and after Turnover, shall be entitled to construct or install any new Improvement, and to alter or change or modify any existing Improvement, without submitting Plans to or obtaining the approval of the ARB. Upon approval by the ARB or the Declarant of Plans for a Townhome design submitted by a Builder ("**Approved Builder Plans**") those Builder Plans shall be deemed approved for the construction of Townhomes throughout the Community, and the Approved Builder Plans (including modifications to the Approved Builder Plans necessary or desirable to facilitate construction of a Townhome on a Lot in the Community), are exempt from further ARB review and approval on any other Lots within the Community. Additionally, Approved Builder Plans shall be deemed to meet the requirements of the Planning Criteria.

Section 8.09 **No Waiver of Future Approvals**. The approval of the ARB of any proposals or Plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, Plans, specifications, drawings or matters subsequently or additionally submitted for approval or consent.

Section 8.10 **ARB Rules and Regulations**. The ARB may adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to an approval of the ARB (the "**ARB Rules**"). The ARB Rules shall be: (i) at the discretion of the Board, subject to the prior approval of the Board, (ii) consistent with the Planning Criteria, (iii) consistent with the covenants and restrictions set forth in this Declaration, and (iv) published or otherwise made available to all Owners, prospective Owners and their contractors, subcontractors and other appropriate designees. All ARB Rules shall be adopted and/or amended by a majority vote of the ARB.

ARTICLE IX
MAINTENANCE AND REPAIR OBLIGATIONS

This Article sets forth the various maintenance and repair obligations of the Association and the Owners with respect to the Property and the Lots and Association Property located therein. Such maintenance and repair obligations may be different than those provided in any Supplemental Declarations.

Section 9.01 **By The Association**.

A. The Association, all at Common Expense, acting by and through the Board, shall, in addition to those general and specific duties, responsibilities, and obligations elsewhere referenced in the Governing Documents or imposed upon it by law, have the following specific duties, responsibilities and obligations:

(1) As may be necessary from time to time, to maintain and operate the Townhome Buildings. The Association may adopt standards of maintenance and

operation concerning the Townhome Buildings. In all events, however, the Townhome Buildings be maintained and operated in compliance with any and all governmental permits, rules, regulations, and requirements.

(2) With regard to each Townhome Building, as may be necessary from time to time due to the ordinary wear and tear and customary usage of the Townhomes located within such Townhome Building, to perform general maintenance, pressure cleaning, and painting of all exterior portions thereof, including any carports, garages, garage doors, exterior doors, shutters, and fascia, and any fences erected along Townhome Lot boundaries by Declarant or any Builder ("**Boundary Fence(s)**"), and further including caulking around Townhome Building windows prior to painting, as necessary. The maintenance responsibility of the Association concerning Townhome Buildings shall not extend to or include the glass in individual Townhome windows, and shall not include any screen enclosures, fences, patios, or other improvements constructed by or at the direction of an individual Owner; such improvements, at all times, shall be insured, maintained, repaired, and replaced by the Owner of such improvements, at said Owner's sole cost and expense, and pursuant to the terms hereof.

(3) With regard to each Townhome Building, as may be necessary from time to time due to the ordinary wear and tear and customary usage of such roof, to maintain, repair, and/or replace, as necessary, each Townhome Building roof, including the roof deck, surface, flashings, and gutters, if any, and any exterior porch or garage roofs constructed or installed as part of the original construction of the subject Townhome Building. The maintenance, repair, and/or replacement responsibility of the Association concerning Townhome Building roofs shall not include the roofs of any patios, screen enclosures, or other improvements constructed by or at the direction of an individual Owner; such improvements, at all times, shall be insured, maintained, repaired, and replaced by the Owner of such improvements, at said Owner's sole cost and expense, and pursuant to the terms hereof.

(4) As may be necessary from time to time due to the ordinary wear and tear, to perform general maintenance, repair, and/or replacement of structural components of Party Walls.

(5) As may be necessary from time to time due to the ordinary wear and tear and customary usage of such sidewalks, to perform general maintenance, repair, replacement, and pressure cleaning of all sidewalks on any Townhome Lots, which sidewalks: (A) are not dedicated to the public or any governmental authority, and are not maintained by any governmental authority; and (b) are designed to and in fact connect and serve more than one Townhome Lot.

(6) As may be necessary from time to time due to the ordinary wear and tear and customary usage of such driveways, to perform maintenance, repair, replacement, and pressure cleaning of all Townhome Lot driveways.

(7) As may be necessary from time to time due to the ordinary wear and tear and customary usage of a Boundary Fence, to maintain, repair, and replace any Boundary Fence(s).

(8) As may be necessary from time to time due to the ordinary wear and tear and customary usage of such irrigation equipment, to maintain, repair, and replace any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines, rain sensors, and time clocks, wherever located) serving any Townhome Lot and any property adjacent to such Townhome Lot for which the Owner thereof would otherwise be responsible for under the Governing Documents; provided, however, that the Association shall have no responsibility for any sprinklers or other irrigation equipment installed by the Owner or Tenant of any such Townhome Lot. In the event that the Association opts to master-meter the irrigation system as to any Townhome Lots, then in addition to the foregoing obligations stated in this subsection, the Association shall be responsible for watering of Townhome Lots and the operation, maintenance, repair, and replacement of said irrigation system.

(9) Periodic treatment for termites and for obtaining/maintaining a termite bond covering all exterior walls and foundations of all Townhome Buildings and related garages; provided, however, that the Association shall never be held liable or responsible if any such treatment, for any reason whatsoever, does not occur, or at any time proves to be or becomes ineffective.

(10) Maintenance, repair, and replacement of any other components of any Townhome Building that is insured under the "**Association Policy**" (as that term is defined below) as of the time of such damage or casualty.

B. The Association shall perform the foregoing maintenance, cleaning, repair, etc., as set forth Section 9.01 A., pursuant to and in compliance with a schedule of maintenance that may be adopted from time to time by the Association to maintain the subject property and improvements in a manner consistent with this Declaration, the Planning Criteria, and the Rules and Regulations. The Association shall never have the obligation to, but reserves and shall always have the power, right, and authority to perform any of the aforementioned maintenance or other obligations set forth in Section 9.01 A. hereof to the extent such maintenance or other obligations are required, caused, or necessitated by or as a result of the willful misconduct, negligence, or other activities not consistent with ordinary wear and tear or usage of the subject property or improvements, by any Owner or any member of such Owner's family, or of any Tenants, guests or other invitees of said Owner. Notwithstanding anything in the foregoing to the contrary or otherwise, to the extent any maintenance, cleaning, repair, etc., or other obligations as set forth Section 9.01 A. pertain to only a specific Townhome Lot or Townhome, or such maintenance, cleaning, repair, etc., or other obligations are performed or necessitated as a direct result of aforementioned willful misconduct, negligence, or activities not consistent with ordinary wear and tear or customary usage, then the Association's costs and expenses in connection with such maintenance, cleaning, repair, etc., or other obligations may be assessed as a Special Assessment or Individual Assessment against only such Owner and such Owner's Townhome Lot.

C. The Association shall never be responsible for any maintenance of, repairs to, or replacement of any improvement or modification added or made to a Townhome or upon a Townhome Lot after the conveyance of the Townhome Lot to the first Owner or grantee thereof following completion of any initial improvements thereon by Declarant or a Builder. Except as and to the extent expressly provided in this Section 9.01, maintenance, repairs, and replacement of or concerning each Townhome Lot and Townhome, including, but not limited to, driveways serving said Townhome, any landscaping or improvements installed by the Owners or occupants of any Townhome Lot or Townhome, or otherwise, shall always be the sole responsibility, duty, and liability of the respective Owner. Any and all maintenance, repairs, and replacements of or concerning each Townhome Lot and Townhome shall at all times be performed in a manner consistent with this Declaration, the Planning Criteria, and the Rules and Regulations.

D. If maintenance, repair, or replacement of any component of a Townhome Building, Townhome Lot, or Townhome for which the Association is responsible hereunder is necessary due to intentional misconduct, negligence, or failure to comply with the terms of the Governing Documents, the Rules and Regulations, or applicable law, by an Owner (including, but not limited to, the members of said Owner's family, tenants or other occupants, guests, or invitees), the Association shall have the right to assess the Owner's Townhome Lot for the cost of necessary maintenance, repair or replacement, as a Special Assessment or Individual Assessment, to the extent insurance proceeds do not cover the cost of such work, and without compromise to the rights of subrogation of the insurer. The Association may, but is not required to, seek compensation for damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable with such party(ies).

E. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the Improvements and facilities located upon the Association Property as otherwise provided herein. Should any incidental damage be caused to any Townhome by virtue of the Association's failure to maintain the Association Property as herein required or by virtue of any work which may be performed or caused to be performed by the Association in the maintenance, repair or replacement of any Association Property, the Association shall, at its expense, repair such incidental damage. The Association shall not, however, be responsible for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages.

F. The Association is specifically empowered to own, operate and maintain Utility Systems as defined in this Declaration, and to make assessments as provided in this Declaration and the Articles and Bylaws to provide for ownership, maintenance and operation of the Utility Systems, including but not limited to assessments to provide for a reasonable reserve fund for operation and maintenance of such Utility Systems. The Association may sell, donate, or otherwise devise the Utility Systems to another entity authorized by law to own and operate the Utility Systems, including but not limited to utilities certificated by the Florida Public Service Commission, any applicable Community Development District, or governmental entities.

G. The Association shall be responsible for the maintenance, repair, and replacement of all private streets located upon the Association Property and the right to enter upon any and all parts of the Association Property and Lots for such purpose is hereby reserved in favor of the Association. To the extent permitted by the appropriate governmental authority, the Association may, but shall not be obligated to, also provide maintenance of all County, district or municipal

properties which are located within or in reasonable proximity of the Property to the extent that their deterioration or unkempt appearance would adversely affect the appearance of the Property, including the right to enhance the landscaping in any public right of way.

H. The Association shall be responsible for the maintenance, repair and replacement of any street lights located in the Community.

I. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. The Board may establish rules and regulations regarding the Association's entry upon the Lots.

J. The Association may maintain other Property that it does not own, including, without limitation, Property dedicated to the public, (a) if such maintenance is required by this Declaration, (b) if the Board determines that such maintenance is necessary or desirable to maintain the standards for the Community promulgated by the ARB or to cause compliance with this Declaration, (c) if the maintenance is requested by an Owner, or (d) if the Board determines that maintenance to any privately-owned facility is necessary or desirable and the Board elects to perform such maintenance in lieu of enforcing the respective Owner(s)'s obligation to perform such maintenance, in which event the respective Owner(s) shall be assessed the costs incurred.

Section 9.02 By the Owners.

A. **Duties of the Owners**.

(1) Each Owner shall at all times properly care for and maintain, at the Owner's sole cost and expense, the interior of the improvements on its Townhome Lot and Townhome such as, without limitation: doors and windows; garage doors; plumbing; individual mailbox (if applicable); electrical, heat and air-conditioning systems serving the Townhome Lot and Townhome; interior finish work, such as sheetrock and drywall; routine maintenance of non-structural components of Party Walls; interior painting of Party Walls; and all other portions and components of the Townhome Lot and improvements thereon, including the Townhome, except those expressly required to be and actually maintained by the Association pursuant to the terms hereof. Without limiting the generality of the foregoing, each Townhome Owner shall perform the following repairs and maintenance:

1. Maintenance and irrigation of lawns and landscaping lying between the boundary of such Owner's Townhome Lot and any public right-of-way or any community wall or fence; provided, however, that no Owner shall remove any trees, shrubs, or other vegetation from these areas outside such Owner's Townhome Lot without the prior written approval of the Association.

2. Each Owner shall be responsible for termite treatment of all interior walls of the improvements on its Townhome Lot and for obtaining and maintaining an annual termite bond with a properly licensed company doing business in Florida for the same.

(2) To the extent any maintenance, repair, replacement, or other obligations described in this Section 9.02 is not performed by the subject Townhome Owner, the Association may (but is not required to) perform all or any part of such work, in which event the costs of doing so shall be assessed to said Owner and the Townhome Lot as an Individual Assessment. In addition to, but not in limitations of, the foregoing, if an Owner's failure to maintain, repair, or replace those portions of the Property (including said Owner's Townhome Lot and Townhome) that are said Owner's responsibility hereunder endangering or that will or may endanger the structural integrity of another Townhome or any Townhome Building, including, but not limited to, actual or potential water or other damage, the Association shall have the right (but is not required to) to enter and maintain, repair, replace, or otherwise address the subject defect or issue and charge the cost, plus an administrative fee of 15%, to the subject Owner as an Individual Assessment. The Association shall give at least ten (10) calendar days' notice or, in an emergency, such notice (if any) as is reasonable under the circumstances.

Section 9.03 Interpretation. From time to time, the Board may make and consistently apply reasonable rules interpreting the provisions of this Article IX to determine which portions of the Property shall be maintained by the Association and which portions shall be maintained by the Owners. Notwithstanding anything in the foregoing to the contrary, the Association shall be responsible for performing, or causing to be performed, all maintenance to the Common Areas.

ARTICLE X
STORMWATER MANAGEMENT

Section 10.01 Ownership/Control, Maintenance, and General Use of Stormwater Management System.

A. The Association owns the Stormwater Management System. The Stormwater Management System is located on land that is designated as Common Area, is located on land that is owned by the Association, or is located on land that is subject to a perpetual easement in favor of the Association and its successors such that the Association has the perpetual right to operate and maintain the Stormwater Management System.

B. The Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System. It is the responsibility of the Association to operate and maintain the Stormwater Management System. Maintenance of the Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified as approved by the District. If monitoring and/or maintenance of wetland mitigation areas are required by the Permit, the Association, at Common Expense, shall be perpetually responsible for carrying out said monitoring and/or maintenance to complete any necessary or required tasks successfully, including meeting all conditions associated with said wetland mitigation, maintenance, and monitoring.

C. To the extent not included in the areas required to be maintained by the Association pursuant to Section 10.01 B. above, each Owner shall, at that Owner's expense, grass over, provide routine landscape maintenance, mow and keep free of trash and debris, on a routine basis, those portions of the Stormwater Management System located on or within that Owner's Lot (whether or not included in a platted drainage easement depicted on any recorded Plat), failing which the Association shall perform the required maintenance and may levy an Individual Assessment to cover the costs thereof. Each Owner shall be responsible for the "Maintenance, Operation and Repair" (as that term is defined below) of the swales, if any, on the Owner's Lot, failing which the Association shall perform the required maintenance and may levy an Individual Assessment to cover the costs thereof. The term "Maintenance, Operation and Repair", as used in this Declaration, shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted or required by the Permit or the District. Filling, excavation, construction of fences, or the existence of anything else that interferes with drainage or otherwise obstructs the surface water flow in the swales is prohibited. No alteration of the swale shall be authorized and any damage to any swale, whether caused by natural or human-induced phenomena, shall be repaired and the swale returned to its former and proper condition as soon as possible by the Owner(s) of the Lot(s) upon which the swale is located, failing which the Association shall perform the required repair and may levy an Individual Assessment to cover the costs thereof.

D. Unless first approved by the ARB and the District, no Owner, including Declarant, may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Declarant or the Association from, on, or across any Lot, Common Area, Areas of Common Responsibility, or any easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affects the drainage of or to neighboring Lots or the Common Area, or any Areas of Common Responsibility.

E. It shall be the responsibility of each Owner, at the time of construction of Townhome or any other structure or building on that Owner's Lot, to comply with the approved construction plans for the Stormwater Management System on file with the District.

F. Fences may only be permitted within drainage easements on an Owner's Lot so long as the fence does not block or impede the flow of water through the drainage easement area. With regard to any fences permitted within drainage easements pursuant to the terms hereof, the Owner of the subject Lot shall be responsible for removal/replacement of the fence or any portion thereof if removal of same is required in connection with any maintenance, repair, construction, or installations concerning the drainage easement area or the Stormwater Management System. Notwithstanding the foregoing, if the Owner of the subject Lot fails to timely remove any such fence or portion thereof, the Declarant, the Association, and any Governmental Authority (including, but not limited to, the District) may remove such fence or portion thereof, in its discretion, without any liability whatsoever to said Owner, whereupon the fence or portion thereof may be disposed of, and without the party removing the fence or any portion thereof being required to thereafter reinstall or replace said fence or portion thereof.

G. ALL OWNERS ARE HEREBY ADVISED THAT A PERMIT FROM THE DISTRICT WILL BE REQUIRED IF ANY OF THE FOLLOWING ITEMS ARE PROPOSED: (1) ANY ALTERATION TO THE STORMWATER MANAGEMENT SYSTEM; OR (2) ENCROACHMENT INTO THE WETLANDS, WETLAND BUFFERS, OR ADJACENT OFF-SITE PROPERTY LINE BUFFERS.

Section 10.02 Easements for Access and Drainage.

A. The Association shall have a perpetual non-exclusive easement over all areas of the Stormwater Management System for access thereto and to operate, maintain or repair the system. By virtue of said easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Stormwater Management System as required by the Permit, subject to any maintenance responsibilities assumed by any Governmental Authorities. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Stormwater Management System. No person shall alter the drainage flow of the Stormwater Management System, including buffer areas or swales, without the prior written approval of the Association and the District.

B. Each Owner (including Declarant) shall have a non-exclusive right and easement of use and enjoyment to drain across the Stormwater Management System in accordance with the Permit, District rules, and the Rules and Regulations.

Section 10.03 Amendment to Declaration. Any Amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Areas, must have the prior approval of the District. Any proposed Amendment to this Declaration affecting the Stormwater Management System (including environmental conservation areas and the water management portions of the Common Areas) shall be submitted to the District for a determination of whether the Amendment necessitates a modification of the Permit. If a modification is necessary, the District will so advise the Permit's permittee. The Amendment affecting the Stormwater Management System may not be finalized until any necessary Permit modification is approved by the District or the Association is advised that a modification is not necessary.

Section 10.04 Enforcement. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System. The District has the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the Stormwater Management System facilities or in mitigation or Conservation Areas under the responsibility or control of the Association.

Section 10.05 LIABILITY. NEITHER DECLARANT NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES (IF ANY) AND DRAINAGE FACILITIES OR ANY PART OF THE STORMWATER MANAGEMENT

SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DECLARANT AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

Section 10.06 Rights of the District. Notwithstanding any other provisions contained elsewhere in this Declaration, the District shall have the rights and powers enumerated in this paragraph. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, and repair of the Stormwater Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved in writing by the District. No person shall alter the drainage flow of the Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without prior written approval of the District. Any amendment to this Declaration that alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the District. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System must be assigned to and accepted by an entity approved in writing by the District.

Section 10.07 Indemnity. Declarant may be required to assume certain duties and liabilities for the maintenance of the Stormwater Management System or drainage system within the Property under the Plat, permits, or certain agreements with governmental agencies. The Association further agrees that subsequent to the recording of this Declaration, it shall hold Declarant harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Stormwater Management System occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Declarant, its successors or assigns. Upon completion of construction of the Stormwater Management System or drainage system Declarant shall assign all its rights, obligations and duties thereunder to the Association. The Association shall assume all such rights, duties and liabilities and shall indemnify and hold Declarant harmless therefrom.

ARTICLE XI
USE RESTRICTIONS

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may from time to time, be adopted by the Association:

Section 11.01 Nuisances. No obnoxious or offensive activity shall be carried on or about the Lots or in or about any Improvements, Townhomes, or on any portion of the Community nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Townhomes which is a source of annoyance to Owners or occupants of Townhomes or which interferes with the peaceful possession or proper use of the Townhomes or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Townhomes or Lots. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices

(other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Board.

Section 11.02 Vehicles.

A. Unless express prior written approval is given by the Board, in the Board's sole and absolute discretion, no commercial vehicle (including, but not limited to, any vehicle operated for the transportation of persons or property in the furtherance of any business, commercial, manufacturing, or industrial enterprise, for-hire, not-for-hire, or otherwise), recreational vehicle (including, but not limited to, personal water craft, all-terrain vehicles, and two-wheeled dirt bike motorcycles), camper, mobile home, motor home, boat, house trailer, boat trailer, or trailer of any other kind or description (collectively, "**Prohibited Vehicle(s)**"), shall be permitted to be parked or to be stored at any place on the Property, unless Declarant designates specifically certain spaces for some or all of the above, in which case Declarant or the Association may charge for the use of such spaces. The Board may, but is not required to, allow boats or other recreational vehicles or Prohibited Vehicles to be parked on a Lot behind an ARB-approved fence or wall which totally screens said boat or other recreational vehicle or Prohibited Vehicle from the view of all Streets and adjacent Townhomes. Provision for temporary visitation of Prohibited Vehicles may be established by the Board. The foregoing prohibition of parking shall not apply to temporary parking of commercial Prohibited Vehicles, such as for pick-up and delivery and other bona fide temporary commercial services being delivered or provided to a Lot or Townhome, nor to Prohibited Vehicles which are stored within a Townhome's closed garage, nor to any Prohibited Vehicles of Declarant or its affiliates, or to any Builder, or to building contractor designated by Declarant in writing from time to time. Marked or unmarked police cars and other municipal vehicles are specifically excluded from the definition of Prohibited Vehicles.

B. No vehicle, regardless of whether it would otherwise be permitted to be parked on any Lot or other part of the Property, shall be permitted to be parked on any Lot (unless permanently in a garage) or other part of the Property if such vehicle is not fully functioning and operational, currently registered by the State of Florida or another U.S. state, and currently tagged (with a license plate affixed in the proper place(s) on said vehicle) by the State of Florida or such other U.S. state in which the vehicle is registered.

C. All vehicles must be parked on surfaces designed for vehicle parking (e.g. parking areas or lots and driveways) and shall not in any event be parked on individual lawns or the grass of any Common Areas. Vehicles shall not be parked in a manner which would block fire hydrants, dumpsters, sidewalks or pedestrian or bicycle paths.

D. No Owner or other occupant of the Community shall repair or restore any vehicle of any kind upon or within the Community, except for: (i) emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility; or (ii) repairs completed within the garage (in which case no garage doors shall be left open overnight or at any other time when the subject vehicle is not actually being worked on or repaired).

E. Inoperable vehicles (e.g. missing major components such as engines and/or transmissions, one or more flat tires, etc.), or derelict vehicles (e.g. broken glass, severely damaged body panels, unpainted body panels, etc.) must be fully enclosed within a closed garage at all times, and in any case may not be parked in plain view.

F. As long as the provisions of Florida Statutes, Section 715.07, are complied with, any vehicles parked in violation of the aforementioned or other restrictions contained herein, or in violation of any Rules and Regulations, may be towed by the Association at the sole cost and expense of the owner of such vehicle, if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or the owner thereof is otherwise notified. The Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal or civil act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner thereof to receive it for any other reasons, shall be grounds for relief of any kind. An affidavit of the person posting such notice on any vehicle stating that it was properly posted shall be conclusive evidence of proper posting.

G. All powered vehicles capable of exceeding five (5) miles per hour are prohibited from use on the Property unless they are licensed, registered, and insured. Specifically, any motorcycle, moped, or motorized scooter used in the Community may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Florida Statutes, Section 316.003(83); and any other bona-fide "assistive technology devices" as defined in Florida Statutes, Section 427.802(1); and any special mobile equipment as defined under Florida Statutes, Section 316.003(48) provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

H. No person, firm or corporation shall maintain or repair any vehicle (including, but not limited to, four wheel passenger automobiles) upon any portion of the Property except within a closed garage and totally isolated from public view; provided, however, Declarant its successors, nominees or assigns and the Association may make, or cause to be made, such repairs if necessary in regard to vehicles used in connection with construction, sales or management at the Community. Vehicles which are missing one or more wheels, have one or more deflated tires, are not in an operating condition, or do not have current valid license plates shall not remain upon any portion of the Property, except within a wholly enclosed garage fully shielded from view, for more than two (2) consecutive days. No Owner or his or her family members, guests, invitees or lessees or their family members, guests, or invitees shall be permitted to keep any vehicle on the Property which is deemed to be a nuisance by the Association or Declarant.

Section 11.03 No Improper Use. No improper, offensive, hazardous or unlawful use shall be made of any Townhome nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. No activity shall be conducted in any Townhome that involves the production or distribution by any means, whether electronic or otherwise, of pornographic, adult, nude or sexually oriented or explicit materials, content or entertainment. All valid laws, zoning ordinances and regulations of all

governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover relating to any Townhome or Lot shall be corrected by, and at the sole expense of, the Townhome's or Lot's Owner.

Section 11.04 Flags. An Owner may display one portable, removable United States flag in a respectful manner, and one portable, removable official flag in a respectful manner, not larger than 4½ feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. An Owner may erect a freestanding flagpole no more than 20 feet high on any portion of the Owner's Lot if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Owner may further display in a respectful manner from that flagpole, one official United States flag, not larger than 4½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the County and all setback and locational criteria contained in this Declaration.

Section 11.05 Window Decor. No newspaper, aluminum foil, sheets or other temporary window treatments shall be permitted, except for periods not exceeding two (2) weeks after an Owner or lessee first moves into a Townhome or when permanent window treatments are being cleaned or repaired. Window tinting is permitted provided that the type and method of tinting is first approved by the ARB.

Section 11.06 Animals and Pets. Only common domesticated household pets may be kept on any Lot or in a Townhome, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. Under no circumstances may a pet that is dangerous or has been known to cause strict liability to the owner be permitted on the Property. Any pet must be carried or kept on a leash when outside of a Townhome or fenced-in area. No pet shall be kept tied up outside of a Townhome or in any screened porch or patio, unless someone is present in the Townhome. An Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet on the Property. An Owner is responsible for the cost of repair or replacement of any Association Property damaged by his or her pet. Each Owner who determines to keep a pet thereby agrees to indemnify the Association and Declarant and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his or her having any animal on the Property.

Section 11.07 Wildlife. SUBSTANTIAL WILDLIFE EXISTS WITHIN THE COMMUNITY, INCLUDING, BUT NOT LIMITED TO, GOPHER TORTOISES, ALLIGATORS, ARMADILLOS, FISH, SNAKES, SQUIRRELS, AND RACCOONS. SUCH WILDLIFE MAY EXIST BOTH IN AREAS DESIGNATED AS SPECIAL PRESERVATION AREAS AND THROUGHOUT THE COMMUNITY, SOME OF WHICH WILDLIFE MAY BE DANGEROUS. NO OWNERS, RESIDENTS, OR THEIR GUESTS SHALL HARASS,

HARM, PURSUE, HUNT, SHOOT, WOUND, KILL, TRAP, FEED, CAPTURE, OR COLLECT ANY WILDLIFE WITHIN THE COMMUNITY. FISHING ACTIVITIES UNDERTAKEN CONSISTENT WITH THIS DECLARATION SHALL BE EXEMPT FROM THIS PARAGRAPH.

Section 11.08 On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Lot, except that up to five (5) gallons fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment. Propane tanks normally associated with outdoor barbecue grills are permitted above-ground. This restriction is designed to reduce environmental risks associated with fuel storage and to minimize the hazards associated with on-site fuel storage.

Section 11.09 Water Supply. No individual water supply system shall be permitted on any of the Property, provided that one or more central water supply systems are being operated in accordance with requirements of the governmental body having jurisdiction over said central system, except that wells are permitted for the irrigation of landscaping only, provided that a method of stain reduction is utilized in conjunction with the irrigation well.

Section 11.10 Additions and Alterations. No Townhome shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his Townhome, including, without limitation, the painting, staining, or varnishing of the exterior of the Townhome, including doors, garage doors, driveways and walkways, without the prior written approval of (i) the ARB as set forth in Article VIII of this Declaration, which approval may be withheld for purely aesthetic reasons, and (ii) all applicable governmental entities.

Section 11.11 Weapons. The use and discharge of weapons within the Community is prohibited. The term "weapons" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 11.12 Increase in Insurance Rates. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

Section 11.13 Slopes and Trees. No Owner may engage in any activity which will change the slope or drainage of a Lot. No additional trees are permitted to be planted on the Property without the prior written consent of Declarant for as long as Declarant owns a Lot, and thereafter without the prior written consent of the ARB.

Section 11.14 Signs. No signs, advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Lot (including within any window) without the prior written approval of the ARB. Notwithstanding the foregoing, the following shall be permitted without prior approval of the ARB: (i) street number and name signs; and (ii) as approved by the ARB from time to time ("**Sign Criteria**"), one (1) professionally made, non-digital, non-electric (or otherwise illuminated) sign constructed of metal or wood, installed on one wooden 4" by 4" post, and of not more than eight (8) square feet of surface area per side (2 sides maximum), containing no handwriting whatsoever, and used

solely in connection with the marketing of the affected Lot for sale or lease. Wire-stake signs, commonly known as "H-Frame" or "U-Frame" signs, are expressly prohibited. The ARB shall have the right to establish guidelines so as to require a uniform standard for signs in the subdivision. Additionally, an Owner may display a sign of reasonable size provided by a contractor for security services provided that said sign is located no more than ten (10) feet from any entrance to a Townhome. Declarant or the Association may enter upon any Lot and remove and destroy any sign which violates this Section 11.14. This Section 11.14 shall not apply to Declarant or to any Builder doing business in the Property provided that any such Builder first obtains Declarant's written approval of any such signs structures or materials prior to installing same, such approval to be granted, conditioned or denied by Declarant in Declarant's sole and absolute discretion.

Section 11.15 Trash and Other Materials. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Association Property, or other portions of the Property, except in sanitary, self-locking containers located in appropriate areas, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other Property in the vicinity thereof or to its occupants. No clothing or other household items shall be hung, dried, or aired in such a way as to be visible from the Association Property or another Lot. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by Declarant, during construction approved by the ARB, or when accumulated by the Association for imminent pick-up and discard).

Section 11.16 Clotheslines. Unless otherwise permitted by applicable law and only to the extent permitted therein, no clothesline or clothes drying which is visible from outside a Lot shall be undertaken or permitted on any portion of the Community.

Section 11.17 Garages. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage space and no garage opening shall have a screen covering without the consent of the Association. All garage doors shall remain closed when vehicles are not entering or leaving the garage.

Section 11.18 Temporary Structures. No tent, shack, shed or other temporary building or Improvement, other than separate construction and sales trailers to be used by Declarant, its agents and contractors, for the construction, service and sale of the Community or other communities, shall be placed upon any portion of the Property, either temporarily or permanently. No trailer, motor home or recreational vehicle shall be: (i) used as a residence, either temporarily or permanently, or (ii) parked upon the Property.

Section 11.19 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 11.20 Subdivision and Partition. No Lot on the Property shall be subdivided without the ARB's prior written consent except by Declarant.

Section 11.21 Sewage Disposal. No individual sewage disposal system shall be permitted on any part of the Property, provided that a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction over said central system.

Section 11.22 Fences. Any fence placed upon any Lot must be approved by the ARB, as provided in Article VIII hereof, prior to installation. In no event may a fence be placed in the area between the front of a Townhome and the Street at the front of the Lot on which the Townhome is situated. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the ARB approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the ARB's approval, at the time the fence is installed.

Notwithstanding that an Owner has obtained the approval of the ARB to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk so long as Declarant has not yet begun or is engaged in the construction of a Townhome on an adjacent Lot. In the event such construction activity on an adjacent Lot causes damage to or destruction of such Owner's fence or landscape materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such fence and/or landscape materials in conformance with the requirements of the ARB's approval of the initial installation of the fence and/or landscape materials and Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued with due diligence. For purposes of this paragraph, the term "**landscape materials**" shall include landscape materials located on or adjacent to any Property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees, whether or not associated with a fence.

In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event the grantee of any such easement which runs with the land (*e.g.* a utility provider), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. The Owner of a Lot in installing any fence upon the Lot shall comply with all valid laws, zoning ordinances and regulations of the city and County governmental bodies, as applicable, in addition to the ARB approval required by Article VIII hereof.

Section 11.23 Exterior Electronic or Electric Devices; Solar Panels.

A. No exterior antennas and no citizen band or short wave antennas or satellite dishes in excess of one meter in diameter shall be permitted on any Lot or Improvement thereon, except that Declarant and its affiliates shall have the right to install and maintain community antennas, microwave antennas, dishes, satellite antennas and radio, television and security lines. The location of any approved satellite dish must be approved by the ARC, which may require

appropriate screening; provided, however, that the satellite dish shall be allowed in the least obtrusive location where the satellite signal may be received.

B. No solar heating equipment, panels, collectors, or devices ("**Solar Equipment**") are permitted on or outside of any enclosed structure on any Lot, except such Solar Equipment whose installation and use is protected by U.S. federal or Florida law including, but not limited, by Florida Statutes, Section 163.04. Notwithstanding such protection, for aesthetic purposes, and to the maximum extent permitted by Florida Statutes, Section 163.04, the location, type, and design of all Solar Equipment must be approved by the ARC prior to installation and use of same, which approval, if granted, may require landscape or other screening, in the ARB's determination and reasonable discretion. An application for use and installation of such Solar Equipment must be submitted for approval to the ARC prior to installation and approval and will be granted only if: (i) such Solar Equipment is designed for minimal visual intrusion when installed (i.e., is located in a manner which minimizes visibility from all Streets and adjacent Lots); and (ii) the Solar Equipment complies to the maximum extent feasible with the ARB's requirements and the Planning Criteria. Without limiting, and in addition to the foregoing, Declarant or the ARB may determine the specific location where solar collectors may be installed on the roof of any Townhome or building within an orientation to the south or within forty five (45) degrees east or west of due south if such determination does not impair the effective operation of the solar collectors.

Section 11.24 Excavation. No clearing or excavation shall be made except incident to construction, maintenance or repair of an ARB-approved Improvement (or by Declarant or in connection with development of the Property) and must be in accordance with the Permit; and upon completion thereof exposed openings shall be back-filled, and disturbed ground shall be leveled, graded and covered with sod or seeded in accordance with the approved Plans and the Permit.

Section 11.25 Yard Accessories and Play Structures.

A. Except as otherwise required by law, all yard accessories and play structures, including basketball hoops or backboards and any other fixed games, shall be located at the side or rear of the Townhome, except that, in the case of Townhome(s) on corner Lots, such accessories and structures shall be restricted to the side yard furthest from the side Street and to that portion of the rear yard which is no closer to the side Street than a fence would be permitted to be located by the Governmental Authorities. The location of any play structure or permanent basketball structure shall be approved by the ARB prior to location of the structure on a Lot. Basketball structures, either permanently mounted to a Townhome above the garage or mounted to a permanent pole, will be allowed only under the following conditions:

(1) basketball hoops and structures must be well-maintained;

(2) backboards must be transparent or white, NBA approved, with a limit of two colors of trim;

(3) nets are limited to white nylon;

(4) the location of the basketball hoop and structure must first be approved by the ARB;

(5) If pole-mounted, the pole must be metal, either black or galvanized and permanently mounted into the ground with a concrete base; and

(6) No permanent basketball structures may be placed in any side yard.

Temporary basketball structures are allowed provided that they meet the requirements of items (a) through (c) above. Temporary basketball structures shall be placed in the garage or laid down behind a fence when not in use so as not to be seen from the Streets or neighboring Lots. The time of play of basketball may be limited by the Board or the ARB to reasonable daylight hours.

(7) Tree houses are prohibited within the Community.

(8) The ARB may regulate the size and number (which could be zero) of permitted decorative statues or figures, birdbaths, bird houses, lawn ornaments and other yard art.

Section 11.26 Pools. Swimming pools may not be located in the front or side yard of any Lot, nor nearer than Townhome to any side Street lot line. Swimming pools, spas, hot tubs, decks, screens, screen enclosures, lanais, etc. (collectively, "**Pool Improvements**"), shall be designed to be compatible and "tie in" with the architecture and material of the subject Townhome. Screen enclosures and lanais shall be a maximum of one (1) story in height (unless building architecture, as determined by the ARB, requires two (2) stories in height). Tree protection barricades shall remain throughout construction of all Pool Improvements. All swimming pools shall be constructed and built at existing grade unless otherwise expressly approved by the ARB. All Pool Improvements construction shall, at all times, be in accordance with all applicable laws. In no event shall any above-ground swimming pool be permitted within the Community. All swimming pool materials, equipment, and play toys stored on any Lot shall be screened from view from outside the Lot. Swimming pool security fencing and screen enclosures shall be installed subject to applicable hurricane standards within the Florida Building Code or other applicable jurisdictional codes. No Pool Improvements may be constructed, erected, or maintained upon any Lot without the prior written approval of the ARB.

Section 11.27 Use; Rentals; Timesharing.

A. Lots shall be used for single family residential purposes only. No trade, business, profession, occupation or other commercial activity or use shall be conducted on any Lot or within any Townhome, provided, however, that an Owner or lawful tenant of a completed Townhome may use a single room within the Townhome as an office for conducting business as long as the business: (i) does not involve or require regular visitation of the Lot or Townhome by clients, customers, suppliers, service providers, or other business invitees, or door-to-door solicitation within the Community; (ii) does not include the manufacture or distribution of any products or goods in the Townhome or on or from the Community; (iii) is not apparent or detectable by sight, sound, or smell from outside the Townhome; (iv) complies with applicable land use and zoning requirements; (v) is consistent with the residential character of the

Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others within the Community, as determined from time to time in the Board's sole discretion; and (v) is not a daycare facility, child care facility, or assisted living/hospice facility. No signs shall be placed on any Townhome or Lot which identifies the Townhome or Lot as a place of business. For purposes of this Section, "**(B)usiness**" shall have its ordinary, customary, generally accepted meaning and shall include, without limitation, any occupation, work, trade, or activity undertaken from time to time or on an ongoing basis which involves providing goods or services to persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of monetary or non-monetary consideration, regardless of whether: (A) such activity is engaged in full or part-time; (B) such activity is intended to or does generate a profit; or (C) a license is required. This Section shall not apply to restrict Declarant's or Declarant's affiliates' activities, nor shall it restrict the activities of persons or entities Declarant approves with respect to the development and marketing/sale of property within the Community. This Section also shall not apply to Association activities related to the provision of services or to operating and maintaining the Community, including the Community's recreational and other amenities. Leasing a Townhome is not a "Business" within the meaning of this Section. Temporary uses of Lots by Declarant and its affiliates or assigns (including Builders as may be designated by Declarant from time to time) for model homes, sales displays, parking lots, sales offices, and other offices or uses, or any one or combination of the foregoing, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings or structures erected by Declarant or its affiliates (except if such changes are made by Declarant) without the consent of Declarant and the ARB as provided herein.

B. Owners shall be permitted to lease their Townhomes, provided that such lease shall require the tenant thereunder to comply with the Governing Documents and the terms and conditions of the Rules and Regulations. "Short-Term Rentals" (as that term is defined below) of Townhomes are prohibited. For purposes of this Declaration, the term "**Short-Term Rentals**" shall mean and refer to the leasing or rental of any Townhome or Lot to a person or entity for a period of less than seven (7) consecutive months. Should an Owner enter into a lease or rental agreement, and said lease or rental agreement shall terminate or expire earlier than stated therein, then Owner may only enter into one more lease or rental agreement in the calendar year in which the previous lease or rental agreement terminated or expired. The subleasing or sub-renting of a Townhome is subject to the same requirements and limitations as are applicable to the leasing or renting thereof. If an Owner intending to lease or rent a Townhome is delinquent in the payment of Assessments, the Association shall be entitled, but not required, to prohibit the Owner from renting or leasing the Townhome until such delinquency is made current. If a Townhome is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Owner related to the Townhome have been paid in full to the Association. From time to time, the Association may reserve the right to approve of any form of lease that an Owner wishes to use, or otherwise require inclusion in a Lease of certain provisions that the Association may deem necessary or appropriate to assure the tenant's compliance with all the terms and provisions of the Governing Documents and the Rules and Regulations. The Association may charge a reasonable administrative fee not to exceed One Hundred and No/100 Dollars ($100.00) for the required review of any lease or rental agreement, or other such amount as permitted by

law from time to time. Townhomes shall be leased in their entirety, and no individual rooms may be leased.

C. No time sharing plan (as defined in Chapter 721, Florida Statutes, as may be amended from time to time), or any similar plan of fragmented or interval ownership of Townhomes shall be permitted. De facto timesharing of a Townhome shall not be permitted. By way of example but not limitation, de facto timesharing shall include use of a Townhome by multiple persons, such as siblings or business associates, who intend that they and their families would split occupancy of the Townhome into different periods for use during the year.

Section 11.28 Tree Removal and Landscaping. Except if done by Declarant, trees measuring six inches (6") or more in diameter at three feet (3') or more above ground level shall not be cut or removed without the prior written consent of the ARB; provided, however, if approved by the ARB, trees located within six feet (6') of the location of the Townhome may be removed, regardless of size, without prior approval of the ARB. More restrictive arbor ordinances or environmental laws shall control in the event of conflict herewith. There shall be no removal of trees or Lot clearing, other than clearing of underbrush, until the ARB has approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on the Lot. All Lots shall have fully sodded front and side lawns using St. Augustine Grass (i.e., Stenotaphrum Secundatum "Floratam" or a similar variety) except in approved landscape or retained natural areas, or as otherwise installed by Declarant or permitted by the ARB. All areas of each Lot not covered by building improvements or included within approved gardens and natural areas within the Lot shall be sodded prior to occupancy of the Townhome on that Lot. Unless prohibited by law, natural areas shall be finished by removal of underbrush and addition of mulch. Notwithstanding the foregoing, nothing herein shall prohibit an Owner from installing "Florida-friendly" landscaping, as defined in Florida Statutes Section 373.185. Further notwithstanding anything contained herein to the contrary and unless done so by Declarant, prior to Turnover no tree, regardless of size, shall be removed without prior written consent of the ARB.

Section 11.29 Townhomes.

A. No Townhome shall contain less than the minimum square footage required by the Local Government, nor greater than the maximum square footage permitted by the Local Government.

B. Each Townhome shall have an attached fully enclosed garage capable of housing not less than one (1) standard sized automobile, which shall not be enclosed for use as a living area.

C. Setbacks for Townhomes shall be as permitted by the Local Government.

D. No Townhome shall exceed two (2) stories in height.

E. No Townhome shall have exposed structural block on its front elevation.

F. All driveways shall be constructed of solid concrete or decorative pavers approved by the ARB.

G. Except as may otherwise be provided herein (if at all) with regard to central air conditioning compressor units, all oil tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment, shall be screened or located so as not to be visible from a Street or other Lot.

H. Unless installed by Declarant or the Association, the following fence materials are expressly prohibited: (a) metal, other than decorative aluminum; (b) plastic, other than PVC which is black in color; (c) fabric of any type; (d) wood of any type; (e) bamboo; or (f) chain link.

Section 11.30 Mailboxes.

A. Community mailboxes may be provided by the United States Postal Service ("**USPS**") and individual mailboxes on each Lot shall be prohibited while community mailboxes are utilized by the U.S. Post Office. If community mailboxes are not provided, each Owner shall install a U.S. Postal Service-approved mailbox, the color, style and design of which shall be subject to approval by the ARB. All individual mailboxes shall be mounted on a 4" X 4" vertical post with a supporting bracket installed at a 45 degree angle to the post. Except for identifying numbers and letters, the mailbox shall be painted solid black and the post and support shall be painted solid white.

B. Notwithstanding the foregoing, in connection with the development of the Community, should: (a) the USPS require the use of cluster box units approved by the USPS ("**CBUs**") for the purpose of centralized mail delivery by the USPS ("**Centralized Mail Delivery**") to the Community or any part, Section, or phase thereof; (b) any other Governmental Authority requires the use of CBUs for Centralized Mail Delivery to the Community or any part, Section, or phase thereof; or (c) Declarant, in its sole discretion, desires to develop the Community or any part, Section, or phase thereof with CBUs for Centralized Mail Delivery, then the Community or the applicable part, Section, or phase thereof shall be developed with concrete slabs on, as applicable, Common Property or Limited Common Property to accommodate the subject CBUs. Unless otherwise undertaken by the USPS from time to time, the Association, as determined necessary by the Board, and, as applicable, at Common Expense or Limited Common Property Expense, shall be responsible for the routine maintenance, repair, and replacement of the aforementioned concrete slabs and all CBUs, all in accordance with any applicable requirements, rules, policies, and guidelines of the USPS. Notwithstanding the foregoing, neither Declarant nor the Association shall ever be responsible for the safety or security of any CBUs or any mailboxes or parcel compartments contained therein. Each Owner and Member acknowledges and agrees that if at any time their Lot is or becomes serviced by CBUs, all mail delivery to said Lot by the USPS will be done via the mailboxes or parcel compartments contained within the CBUs, as opposed to individual, curbside mailboxes for said Lot.

Section 11.31 Exterior Lighting. Except as may be installed initially by Declarant, no spotlights, seasonal and special effect lighting, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the Improvements thereon or upon any Common Area, or any part thereof without the prior written approval of the ARB and in accordance with the Planning Criteria and the Rules

and Regulations. Low intensity lighting which does not disturb the Owners or other occupants shall be permitted.

Section 11.32 Approved Builders. All development, construction, and reconstruction of any Townhome or other Improvements on or about a Lot shall be performed by a Builder approved by Declarant, or by another licensed residential building contractor approved by Declarant or the ARB (after Turnover).

Section 11.33 Construction Requirement.

A. Construction and completion of any and all Improvements shall be performed and completed by Owner at its sole cost and expense in substantial conformance, in all material respects, with the plans approved by the ARB.

B. For purposes of this Section, "**Completion of Construction**" shall have occurred only upon the satisfaction of the following conditions: (i) the Improvements, including, without limitation, all equipment, fittings and fixtures and all exterior painting, landscaping, patios and driveways required to be installed pursuant to the approved Plans, shall have been substantially completed and installed in substantial conformance, in all material respects, with the approved Plans therefore, as certified by the architect, engineer, or architectural or engineering firm responsible for the creation of the approved Plans; (ii) permanent certificate(s) of occupancy for the Improvements shall have been issued by the appropriate governmental authorities to Owner, and a copy thereof delivered to Declarant, and all other certificates, licenses, permits, authorizations, consents and approvals necessary for the full use and occupancy of the Improvements for their intended purposes shall have been issued by the appropriate Governmental Authority to Owner, and a copy thereof delivered to Declarant; and (iii) Owner shall have caused to be delivered to Declarant a written certificate from its architect or engineer (the "**Completion Certificate**") to the effect that the construction of the Improvements, including, without limitation, all equipment, fittings and fixtures required to be installed pursuant to the approved Plans, have been substantially completed and installed in substantial conformance, in all material respects, with the approved Plans and in accordance with all applicable laws relating to the construction of the Improvements, and that direct connection has been made to all abutting public utilities (including water, electricity, storm and sanitary sewer and telephone).

C. For purposes of this Section, "**Commencement of Construction**" or "**Commence Construction**" shall mean that: (a) a building permit has been issued for the Townhome by the appropriate jurisdiction; (b) construction of the Townhome has physically commenced beyond site preparation; and (c) the Townhome's slab and foundation have been inspected.

Section 11.34 Compliance with Documents. Each Owner and their family members, guests, and invitees shall be bound by and abide by the Governing Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within the Community. Such Owner shall be liable to the Association and shall pay the cost of any maintenance, repair or replacement of any real or personal property located on the Property rendered necessary by his or

her act, neglect or carelessness, or by that of any other of the foregoing parties as an Individual Assessment.

Section 11.35 Board's Rule Making Power. The foregoing use restrictions shall not be deemed to be all inclusive nor restrict the right of the Association to adopt such reasonable rules and regulations governing the use of the Community as the Board may determine from time to time, provided that such rules and regulations: (i) are not in conflict with the provisions hereof; (ii) apply equally to all lawful residents of the Community without discriminating on the basis of whether a Townhome is occupied by an Owner or his or her lessee; and (iii) for so long as Declarant holds any Townhomes within the Community for sale in the ordinary course of its business, have the prior written approval of Declarant. Declarant has the right to approve any rule or modification thereof.

Section 11.36 No Implied Waiver. The failure of the Association or Declarant to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or any other Governing Document (including the rules now or hereafter promulgated) shall in no event be deemed a waiver by Declarant or the Association or of any other party having an interest in the Property of its right to object to same and to seek compliance in accordance with the provisions of the Governing Documents.

Section 11.37 Declarant and Builder Exemption. Declarant and Builders plan to undertake the work of constructing Townhomes and Improvements upon the Property and may undertake the work of constructing other buildings upon adjacent land or other Property being developed or marketed by Declarant or its affiliates. The completion of that work and the sale, rental and other transfer of Townhomes is essential to the establishment and welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither the Owners, the Association, nor the ARB shall do anything to interfere with Declarant's and/or Builder's activities. The Declarant and Builder are exempt from the use restrictions provision, conditions and terms set forth in Sections 10.01, 10.02, 10.04, 10.05, 10.08, 10.09, 10.10, 10.13, 10.14, 10.15, 10.17, 10.18, 10.20, 10.22, 10.24, 10.28, 10.29(B), and 10.33(B) for any Lot which is subject Declarant or Builder construction activity related to the construction of Improvements on the Lots, or other Lots in the Community, and for any Lot or Townhome on any Lot which is being held for sale or used by Declarant or a Builder for any sales, marketing, construction or related Declarant or Builder activity.

ARTICLE XII
DAMAGE OR DESTRUCTION TO ASSOCIATION PROPERTY

Damage to or destruction of all or any portion of the Association Property shall, notwithstanding any provision in this Declaration to the contrary, be handled as follows:

A. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Association Property, then the Association shall cause such Association Property to be repaired and reconstructed substantially as it previously existed.

B. If insurance proceeds are insufficient to effect total restoration, and the cost of restoration exceeds such proceeds by Twenty-Five Thousand Dollars ($25,000.00) or less, then the Association shall cause the Association Property to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment proportionately against each of the Lots in accordance with the provisions of Articles VII and VIII herein.

C. If the insurance proceeds are insufficient to effect total restoration and the cost of restoration of the Association Property exceeds said proceeds by over Twenty-Five Thousand Dollars ($25,000.00), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (a) to rebuild and restore either: (i) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (ii) in a manner less expensive, and in the event of (i) or (ii) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Lots; or (b) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Association Property shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded with grass and landscaped or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements on the Association Property shall not be effective without the prior written approval of Declarant as long as Declarant owns any portion of the Property.

D. Each Owner shall be liable to the Association for any damage to the Association Property not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family, lessees, invitees and guests, both minors and adults.

E. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which shall be returned to the Owners by means of a pro rata distribution in accordance with the collection of such Special Assessments.

ARTICLE XIII
INSURANCE AND CONDEMNATION

Section 13.01 Association Insurance. The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Common Expenses:

A. **Insurance and Casualty Losses**.

(1) **Association Policy**. In addition to the other insurance required to be carried by the Association pursuant to the terms hereof, the Association shall obtain and maintain in full force and effect a policy or policies of property insurance insuring the structures of the Townhome Buildings, including the internal structure of the Party Walls, for their full insurable value, if and to the extent such insurance is available in the State of Florida, with a company holding a BEST's rated "A" or better, if feasible. Such policy is referred to herein as the "**Association Policy**". The Association Policy shall be a master property policy, and may be written on the ISO CP 00 10 property form, or industry equivalent, or other similar or replacement forms promulgated or available from time to time. The Association Policy may also be written to include the ISO CP 10 30 causes of loss special form property form, or industry equivalent, or other similar or replacement forms promulgated or available from time to time. If necessary or advisable, to avoid coinsurance penalties or otherwise, the Association Policy may include endorsements such as the ISO CP 14 20 Additional Property Not Covered endorsement, or industry equivalent, or other similar or replacement endorsement that would have a similar effect, if such endorsements are available. Any such endorsement shall have attached thereto a description of the property not covered by the endorsement of the Association Policy. If reasonably available, necessary or advisable, to avoid coinsurance penalties or otherwise, the Association Policy may also include blanket insurance, agreed value and/or ordinance or law coverage endorsements. The Association Policy shall provide for a reasonable deductible, in the discretion of the Board. The Association Policy shall be on such forms as are approved for use in the State of Florida from time to time for similar developments, and the Owner of each Townhome Lot and its Mortgagee shall have the right to review the form of the Association Policy at the office of the Association upon reasonable request. The premiums for the Association Policy, and the amount of any deductible required to be paid in the event of a loss, shall be Common Expenses, except to the extent the Board determines any of such amounts should be deemed Special Assessments or Individual Assessments to be assessed against one or more Owners, Townhome Buildings, or Townhome Lots. If and to the extent allowed under applicable law and available under applicable insurance rules and regulations, and with the purchase of endorsements, if necessary and available, the Association Policy shall include coverage for the primary structure of the Townhome Buildings, including the roof, exterior walls, Party Walls, interior load-bearing walls, floor structures (but not coverings), sheetrock and drywall, electrical wiring inside of walls and plumbing pipes inside the walls. The Association Policy shall not be required to cover items that are not structural elements of the Townhome Buildings. Without limiting the generality of the foregoing, the Association Policy shall not include coverage for: floor coverings (e.g., carpet, pad, tile, linoleum); wall coverings (e.g., paint, wallpaper); ceiling coverings (e.g., paint, "popcorn", texture coating, drop ceilings); electrical fixtures (e.g., lighting, ceiling fans, chandeliers, switch/plug plates); appliances; water heaters; water filters; heating or air conditioning units or equipment; built-in cabinets and countertops (e.g., kitchen and bath); window treatments (e.g., curtains, drapes, blinds, hardware, and similar window treatment components); replacements of any of the foregoing which are located within the boundaries of a Townhome and serve only said Townhome; wear and tear and deterioration over time; faulty materials or workmanship; intentional acts; or damages for the loss of use of the subject Townhome Lot or Townhome.

B. **Casualty Insurance**. Property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Association Property, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Association Property in developments similar to the Community in construction, location and use.

C. **Public Liability Insurance**. A comprehensive policy of public liability insurance naming the Association and, until completion of construction of a Townhome on each Lot located within the Property, Declarant as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage received in connection with, or arising from, the operation, maintenance and use of the Association Property and any Improvements located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars ($1,000,000.00) for damages incurred or claimed by any one person for any one occurrence; not less than Three Million Dollars ($3,000,000.00) for damages incurred or claimed by more than one person for any one occurrence; and for not less than Fifty Thousand Dollars ($50,000.00) property damage per occurrence with no separate limits stated for the number of claims. The Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

D. **Fidelity Coverage**. Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

E. **Directors' Coverage**. Adequate directors' and officers' liability coverage, which coverage shall be effective from and after the date the Association is created.

F. **Other Insurance**. The Board may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Association Property and any Improvements now or hereafter located thereon or in the best interests of the Association and/or its Officers and Directors.

G. **Cancellation or Modification**. All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without it least ten (10) days' prior written notice to the Association and to each first mortgage holder, if any, named in the mortgage clause.

H. **Flood Insurance**. If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Association Property, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser

of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable Property located in the flood hazard area.

I. **Condemnation**. In the event the Association receives any award or payment arising from the taking of any Association Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and Improvements thereon to the extent deemed advisable by the Board and approved by at least two-thirds (2/3) of the total voting interests, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

J. **Waiver of Subrogation**. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.

Section 13.02 Individual Insurance.

A. **Owners' Insurance**.

(i) In addition to, or as a supplement to, the other insurance requirements of each Owner set forth in this Declaration concerning said Owner's Townhome Lot and Townhome, each Owner of a Townhome Lot and Townhome shall obtain and maintain at all times an ISO form HO-6 insurance policy endorsed to include: (a) Unit Owners Coverage A Special Coverage utilizing the ISO HO 17 32 form; and (b), personal liability insurance ((a) and (b), collectively, "**Owner's Policy**"). The Owner's Policy, at minimum, must provide coverage for: (x) the Owner's personal belongings/contents (e.g., furniture, clothing, etc.); (y) coverage commonly known as owners' additions and alterations or building coverage, endorsed to include replacement cost loss adjustment and special form perils of coverage, of at least $40 per square foot of living area of the Townhome, for the items such as: floor coverings (e.g., carpet, pad, tile, linoleum); wall coverings (e.g., paint, wallpaper); ceiling coverings (e.g., paint, "popcorn", texture coating, drop ceilings); electrical fixtures (e.g., lighting, ceiling fans, chandeliers, switch/plug plates); appliances; water heaters; water filters; heating or air conditioning units or equipment; built-in cabinets and countertops (e.g., kitchen and bath); window treatments (e.g., curtains, drapes, blinds, hardware, and similar window treatment components); non-load-bearing walls; patios, screen enclosures, and any improvements constructed by or at the direction of an individual Owner; and replacements of any of the foregoing which are located within the boundaries of the subject Townhome and serve only said Townhome; and (z) personal liability coverage with limits of at least $300,000.00 to provide protection to the Owner for injuries or damages they may cause or be responsible for within or outside of their Townhome. Each Owner shall provide a certificate evidencing such insurance coverage to the Association: (i) prior to or upon acquisition of record title to the Townhome Lot; (ii) on or about each anniversary of

Owner having become the fee simple owner of said Townhome Lot; and (iii) at any other time, from time to time, upon request of the Board. The Board may promulgate Rules and Regulations concerning the Owner's Policy requirement, coverage amounts, coverage types, deductibles, etc. The Owner's Policy shall name the Association as an additional interest utilizing the ISO HO 04 10 form, or industry equivalent, or other similar or replacement forms promulgated or available from time to time. In the event of any damage casualty loss, the Association shall be entitled to file a claim on such Owner's Policy for the cost of any repair or replacement to the Townhome Lot, Townhome, or other improvements thereon, which is the Association's responsibility hereunder, and the subject Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds. The Association shall be entitled to adjust with the insurance provider the amount of any proceeds payable to the Association and/or the Owner under the Owner's Policy, based upon the funds necessary to enable the subject Owner and Association to each repair and replace those portions of the Townhome Lot, Townhome, and other improvements thereon which are their respective responsibilities hereunder. In the event that an Owner fails to obtain and thereafter continuously maintain such Owner's Policy, or allows or permits such Owner's Policy to lapse the Association may, but shall not be obligated to, obtain such Owner's Policy on behalf of the Owner and/or the Association and assess the costs and expenses thereof to the Owner and the Owner's Townhome Lot as a Special Assessment or an Individual Assessment.

(ii) In addition to, or as a supplement to, the coverage provided by the Association Policy and the Owner's Policy, each Owner may and is encouraged to obtain such additional homeowners' and other property insurance as may be desired or required by the Owner to protect its property and interests. Any such insurance policies shall name the Association as an additional interest. Notwithstanding anything to the contrary set forth herein or otherwise, it is the absolute responsibility of each Owner to obtain property and liability insurance coverage with respect to its own Townhome Lot and Townhome so that the Owner is fully insured with respect to the full replacement value of the Townhome Lot, Townhome, and improvements thereon, and all of the Owner's furnishings and other personal property within the Owner's Townhome or on or about its Townhome Lot, whether pursuant to the Association Policy, the Owner's Policy, or other insurance coverage obtained by the Owner. The Association may (but is not required to) require the Owners to provide copies of any such Owners' policies to the Association upon request. The Association shall have no obligation, however, to assure that any Owner obtains or maintains any such insurance coverages.

B. **Disbursement of Proceeds; Repair and Reconstruction**.

(i) Notwithstanding anything to the contrary set forth herein or otherwise, in the event of casualty or damage to any Townhome Building(s), no insurance proceeds from any insurance benefitting, in favor of, or collected by or on behalf of the Association, shall be retained by and for the benefit of the Association and placed in a capital improvements account, unless all costs of repair or reconstruction of the subject Townhome Building(s) has first been paid, unless no repair or reconstruction of the subject Townhome Building(s) is or will be made, pursuant to the terms hereof, in which event, any proceeds remaining after making such settlement, as is necessary and

appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. If required by law, this is a covenant for the benefit of any eligible holder and may be enforced by same.

(ii) If the damage or destruction a Townhome Building for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Voting Members, levy a Special Assessment against all Townhome Lot Owners on the same basis as provided for Annual Assessments; provided, if the damage or destruction involves Limited Common Area, only the Owners entitled to the use of the Limited Common Area shall be subject to Assessment therefor. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 13.03 Insurance Premiums. Premiums for all insurance obtained by the Association pursuant to this Article XIII shall be at Common Expense. The Association, in its discretion, if permitted by law, may elect to self-insure against any risk.

ARTICLE XIV
HUD/FHA/VA AND DISTRICT APPROVAL RIGHTS

Notwithstanding anything in this Declaration to the contrary, as long as there exists a Class "B" membership, if any one or more of the U.S. Department of Housing and Urban Development (HUD), the Federal Housing Administration (FHA) or the U.S. Department of Veterans Affairs (VA), or any successor department or agency of any of the foregoing, requires approval or consent by it or them to annexation of Additional Property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Property, dedication to the public of any Common Property, any Amendment, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Townhomes in the Property, and any such loan has been approved, insured, guaranteed, or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained.

ARTICLE XV
AMENDMENT

Section 15.01 Amendment by Members

A. **Amendment by Written Instrument.** This Declaration may be amended (an "**Amendment**") at any time by the holders of a simple majority of the votes in the Association (without regard to membership class). Upon approval of an Amendment in accordance with the preceding sentence, the Board shall direct the appropriate Officer, agent or employee of the Association to have a written instrument prepared in recordable form which instrument shall set forth the text of the approved Amendment, and which Amendment shall also comply with all requirements of the Association Act. Upon execution of the Amendment by the holders of at

least a simple majority of the votes in the Association (without regard to membership class), the Board shall direct the appropriate Officer, agent or employee of the Association to record the Amendment in the Public Records. The Amendment will be deemed effective upon recording.

B. **Amendment by Vote at a Duly-Authorized Meeting**. An Amendment may be proposed by Declarant (before or after Turnover), the Association, or after Turnover, through a petition signed by ten percent (10%) of the Owners. If a proposed Amendment is to be adopted by a vote, a written copy of the proposed Amendment shall be furnished to each Owner at least thirty (30) days, but not more than ninety (90) days, prior to a duly-authorized meeting called to discuss the proposed Amendment. To pass, the proposed Amendment shall be approved upon the affirmative vote of at least a simple majority of the membership casting votes (either in person or by proxy) at a meeting duly called to consider the proposed Amendment. Upon the approval of an Amendment pursuant to this Section 15.01 B., the President and Secretary shall execute a written instrument in recordable form which shall set forth the text of the Amendment, the effective date of the Amendment, the date of the meeting of the Association at which such Amendment was adopted, the date that notice of such meeting was given, the total number of votes cast at the meeting (either in person or by proxy), the total number of votes necessary to adopt the Amendment, the total number of votes cast for the Amendment, and the total number of votes cast against the Amendment. The written Amendment executed by the President and Secretary shall be recorded in the Public Records. The Amendment will be deemed effective upon Recording.

C. **Amendment by Declarant**. Until such time as Turnover occurs, Declarant specifically reserves the absolute and unconditional right to alter, modify, change, revoke, rescind, amend, restate, or cancel all or any portion of this Declaration (or any of the other Governing Documents) or the restrictive covenants contained in this Declaration (or in any of the other Governing Documents); provided, however, that to be valid and enforceable, any such amendment by Declarant may not be arbitrary, capricious, or in bad faith; destroy the general plan of development of the community; prejudice the rights of existing non-declarant Members to use and enjoy the benefits of Common Property; or materially shift economic burdens from the Declarant to the existing non-declarant Members. Following Declarant's relinquishment of control of the Association, this Declaration may only be amended pursuant to the provisions of such Section 15.01 A. and Section 15.01 B. hereof.

Section 15.02 Restrictions on Amendments. Notwithstanding anything to the contrary contained in Section 15.01 hereof, no Amendment to this Declaration may: (i) remove, revoke, or modify any right or privilege of Declarant without the prior express written consent of Declarant or the assignee of any such right or privilege which consent may be granted, conditioned or denied in such party's absolute and sole discretion; (ii) impair the validity or priority of the lien of any mortgage or impair the rights granted to mortgagees herein without the prior written consent of such mortgagees; (iii) to the extent that any provision of the Declaration has been included to satisfy a condition of approval of a planned development, preliminary subdivision plan, development order or a subdivision plat of the property, such provision shall not be changed, amended, modified or otherwise deleted or eliminated without the prior written consent of the applicable Governmental Authority; (iv) result in or facilitate a termination of the Association's obligation to maintain the Common Property; or (v) change, amend, modify, eliminate or delete the restrictions contained in this Section 15.02. Additionally, any proposed

Amendment which would have the effect of materially altering the general plan of development for the Development or which would materially prejudice the Owners' rights to use and enjoy the benefits of the Common Property, shall require the unanimous written consent of all Owners. No Amendment shall be permitted that would violate the Association Act.

ARTICLE XVI
DURATION AND TERMINATION

This Declaration shall run with and bind and benefit the Property, and shall inure to the benefit of and be enforceable by Declarant, the Association and any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the Effective Date, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the commencement of any 10-year extension period an instrument properly executed and signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is recorded in the Public Records.

ARTICLE XVII
ENFORCEMENT

Section 17.01 Compliance by Owners. Every Owner and all guests, tenants, subtenants, occupants, licensees, and guests and invitees of any Member, shall comply with the restrictions and covenants set forth in this Declaration and any and all Rules and Regulations that may be adopted from time to time.

Section 17.02 Enforcement. Failure of an Owner or that Owner's tenants, subtenants, occupants, licensees, invitees and guests to comply with the restrictions and covenants set forth in this Declaration or the Rules and Regulations applicable to the Owner, the Lot, Townhome or the Property, shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The offending Owner shall be responsible for all costs and expenses of enforcement, including, but not limited to, attorneys' and paralegals' fees actually incurred and court costs, fees and expenses. If any person shall violate or attempt or threaten to violate the provisions of this Declaration, it shall be lawful for Declarant, any Owner, or the Association: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate the provisions of this Declaration; (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting or threatening to violate the provisions of this Declaration, for the purpose of preventing or enjoining all or any such violations or attempted or threatened violations; or (c) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity to address or prevent the violation or attempted or threatened violation of this Declaration. In addition, whenever there shall have been built or there shall exist on any Lot any structure, building, thing or condition that violates the provisions of this Declaration, Declarant or the Association (but not any Owner) shall have the right, but not the obligation, to enter upon the Lot where such violation exists and summarily abate and remove the same, all at the expense of the Owner of such Lot, which expense shall constitute an Individual Assessment, and such entry and abatement or removal shall not be deemed a trespass or make Declarant, the Board, or Association, or the directors, officers,

members, agents, employees, contractors or subcontractors of any of the foregoing, liable for any damages on account thereof. The remedies contained in this Section 17.02 shall be cumulative of all other remedies now or hereafter provided by law, in equity, or by virtue of this Declaration. The failure of Declarant, the Board, the Association, or an Owner to enforce any covenant, restriction, obligation, right, power, privilege or reservation contained in this Declaration, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

Section 17.03 Fines; Suspension. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board, (A) a fine or fines may be imposed upon an Owner for failure of an Owner or that Owner's tenants, subtenants, occupants, licensees, invitees and guests to comply with any condition, covenant or restriction contained in this Declaration or any Rule or Regulation, and (B) the Association shall have the right to suspend for a reasonable period of time the rights of use of the Common Property and the facilities located thereon (except for vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park of defaulting Owners) provided that before imposing any fine or suspension, the following procedures are adhered to:

A. **Notice**. The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a hearing of a committee of at least three (3) Members who are appointed by the Board (the "**Committee**"), at which time the Owner may present reasons why a fine(s) or suspension should not be imposed. The members of the Committee shall not be Officers, Directors, or employees of the Association, or the spouse, parent, child, brother or sister of an Officer, Director, or employee of the Association. At least fourteen (14) days' notice of such meeting shall be given.

B. **Hearing**. The alleged non-compliance shall be presented to the Committee after which the Committee shall hear reasons why a fine(s) or suspension should not be imposed. A written decision of the Committee shall be submitted to the Owner by not later than twenty-one (21) days after the Committee's hearing. The Owner shall have a right to be represented by counsel and to cross examine witnesses. If the Committee does not approve a proposed fine or suspension by majority vote, it may not be imposed.

C. **Amounts**. The Board (if the Committee's findings are made against the Owner) may impose a suspension or a fine in the form of Special Assessments against the Lot owned by the Owner as follows:

(1) For each separate violation, a fine not exceeding One Hundred Dollars ($100.00). Each day that there exists on any Lot any structure, thing or condition which violates this Declaration shall be considered a separate violation.

(2) Because Declarant intends that the Property be developed and occupied as a high-end residential development, it is important that the Association have the authority and leeway to enforce the covenants, conditions, and restriction set forth in the Governing Documents and the Rules and Regulations by meaningful fines. Therefore, fines may exceed One Thousand and No/100 Dollars ($1,000.00) in the aggregate and

there shall be no limit on the aggregate amount of fines that may be levied for continuing violations of the covenants, conditions, and restriction set forth in the Governing Documents or in the Rules and Regulations.

D. **Payment and Collection of Fines**. Any Owner against whose Lot fines have been levied shall remit such fines to the Association within thirty (30) days of receiving notice of such fines from the Association. The Association may pursue legal and equitable remedies to recover such fines. Fines shall be treated as an Individual Assessment subject to the provisions for the collection of Individual Assessments, and the lien securing same, as set forth herein.

E. **Application of Proceeds**. All moneys received from fines shall be allocated as directed by the Board.

F. **Non-Exclusive Remedy**. These fines and suspensions shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fines paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

G. **CPI**. Unless limited by law, specific dollar amounts stated in this Section 17.03 shall increase from time to time by application of a nationally recognized consumer price index chosen by the Board of Directors, using the year of the Effective Date as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute such increases.

H. **Suspension of Voting Rights**. In accordance with Florida law, the Association may suspend the voting rights of a Member for the nonpayment of regular Annual Assessments that are delinquent in excess of ninety (90) days.

ARTICLE XVIII
DECLARANT AND BUILDER RESERVATION.

Section 18.01 Declarant and Builder Reservation. Any provision of this Declaration to the contrary notwithstanding, until Declarant has completed all of the contemplated Improvements and the Lots have been sold to Third Party Purchasers, neither the Owners nor the Association shall interfere with, or allow the interference with, the completion of Declarant's planned Improvements and the sale of the Lots. Declarant may make such lawful use of the unsold Lots and the Common Property, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and the display of signs and the use of Lots for vehicular parking. Without limiting the generality of the foregoing, except only when the express provisions of this Declaration prohibit Declarant from taking a particular action, nothing in this Declaration shall be understood or construed to prevent or prohibit Declarant from any of the following:

A. Doing on any property or Lot owned or controlled by it, whatever it determines to be necessary, convenient or advisable in connection with the completion of the development of the Property, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans

for future development of the Property, as same may be expanded, may be modified by Declarant at any time and from time to time, without notice); or

B. Erecting, constructing and maintaining on any property or Lot owned or controlled by Declarant, such structures as may be reasonably necessary for the conduct of its business of completing said development and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or

C. Conducting on any property or Lot owned or controlled by Declarant, its business of developing, subdividing, grading and constructing Improvements in the Property and of disposing of Lots therein by sale, lease or otherwise; or

D. Determining in its sole discretion the nature of any type of Improvements to be initially constructed as part of the Development or the Property; or

E. Maintaining such sign or signs on any property or Lot owned or controlled by Declarant as may be necessary or desired in connection with the operation of any Lots owned by Declarant or the sale, lease, marketing or operation of the Lots; or

F. Recording Supplemental Declarations which modify or amend this Declaration, which add or withdraw Additional Property, or that otherwise allow or permit Declarant to effect any action which may be required of Declarant by the Local Government or any other Governmental Authority or quasi-governmental agency in connection with the development and continuing operation of the Property; or

G. Modifying, changing, re-configuring, removing or otherwise altering any Improvements located on the Common Property or utilizing all or portions of the Common Property for construction access or staging (provided that same does not impair existing platted access (as shown on any recorded Plats) or utility services to the Lots); or

H. Causing utilities to be available to all portions of the Property, including, but not limited to, the reserving or granting of easements and rights of way as may be necessary to locate, install, and maintain facilities and connections.

Section 18.02 Amendment. This Article may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless Declarant consents to such amendment in writing. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant in the Association Documents may be assigned in writing by Declarant in whole or in part. For the purposes of this Section, the term "**Declarant**" shall include any "**Lender**" which has loaned money to Declarant to acquire or construct Improvements upon the Property, or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any such loan to Declarant, or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Declarant as set forth in this Article, which are in addition to, and are no way a limit on, any other rights or privileges of Declarant under any of the Association Documents, shall terminate upon Declarant no longer owning any portion of the Property (and having any equitable or legal interest therein) or upon such earlier date as

Declarant shall notify the Association in writing of Declarant's voluntary election to relinquish the aforesaid rights and privileges.

ARTICLE XIX
GENERAL PROVISIONS

Section 19.01 Conflict with Other Association. In the event of any conflict between the provisions hereof and the provisions of the Articles, Bylaws, or rules and regulations promulgated by the Association, the provisions of this Declaration shall supersede and control. In the event of any conflict between the provisions of the Articles and the provisions of the Bylaws or rules and regulations promulgated by the Association, the provisions of the Articles shall supersede and control. In the event of any conflict between the provisions of the Bylaws and the provisions of the rules and regulations promulgated by the Association, the provisions of the Bylaws shall supersede and control.

Section 19.02 Notices. Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) each Owner, at the United States address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Townhome owned by such Owner; (ii) the Association, certified mail, return receipt requested, at 9508 Windy Ridge Road, Windermere, FL 34786 or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at 9508 Windy Ridge Road, Windermere, FL 34786, or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

Section 19.03 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of recreational facilities and Association Property. Article, Section and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa. The term "**include**" and similar terms (e.g., includes, including, included, comprises, comprising, such as e.g., and for example), when used as part of a phrase including one or more specific items, are used by way of example and not limitation.

Section 19.04 Severability. In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by

law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of Property known as the "**rule against perpetuities**" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

Section 19.05 Disputes as to Use. In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

Section 19.06 Delegation. The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

Section 19.07 Rights of Mortgagees.

A. **Right to Notice**. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Association Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Townhome upon written request to the Association.

B. **Rights of Listed Mortgagee**. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "**Listed Mortgagee**") of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

(1) Any condemnation, loss or casualty loss which affects any material portion of the Association Property;

(2) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(3) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and

(4) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his obligations under the Association Documents, including, but not limited to, any delinquency in the payment of

Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

C. **Right of Listed Mortgagee to Receive Financial Statement**. Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements of the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

Section 19.08 Approval of Association Lawsuits by Owners. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of the total voting interests (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

a. the collection of Assessments;

b. the collection of other charges which Owners are obligated to pay pursuant to the Association Documents;

c. the enforcement of the use and occupancy restrictions contained in the Association Documents;

d. dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Association Property or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4ths) of the Owners); or

e. filing a compulsory counterclaim.

Section 19.09 Compliance with Provisions. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot except as elsewhere herein provided does consent and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such Property. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Declarant.

Section 19.10 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. Additionally, NEITHER DECLARANT NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL OWNERS AGREE TO HOLD DECLARANT, THE ASSOCIATION AND ANY SUCCESSOR DECLARANT HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE

CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY LOT OR HOME, AND TENANTS, GUESTS, AND INVITEES OF ANY OWNER ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DECLARANT, AND ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT: (a) ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE ARB MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR (b) THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND THE ARB, DECLARANT, AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS OR HOMES, AND TO THE CONTENTS OF LOTS OR HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND THE ARB, DECLARANT, AND ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, MEMBER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

Section 19.11 Owners' Views. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT, OR THEIR AGENTS OR EMPLOYEES IN CONNECTION WITH THE EXISTING OR FUTURE VIEWS THAT WILL BE AVAILABLE TO OWNERS. EACH OWNER BY ITS PURCHASE OF A HOME OR A LOT ASSUMES THE RISK OF VIEW RESTRICTIONS CAUSED BY MATURATION OF TREES AND SHRUBBERY AND THE CONSTRUCTION OF ANY IMPROVEMENTS.

Section 19.12 Covenant Running With The Land. All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Lots and Townhomes and the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of the Declarant and subsequent Owner(s) of the Townhomes, Lots and Property or any part thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the

contrary. All present and future Owners, lessees, and occupants of the Lots and Townhomes, as applicable, shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and applicable rules and regulations as they exist and may from time to time be amended. The acceptance of a deed of conveyance of a Lot, or the entering into a lease of or occupancy of a Townhome, shall constitute an adoption and ratification by such Owner, lessee, or occupant of the provisions of this Declaration, and the Articles, Bylaws, and applicable rules and regulations of the Association, as they may be amended from time to time. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

Section 19.13 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Association Property to the public, or for any public use.

Section 19.14 No Representations or Warranties. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE ASSOCIATION PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

Section 19.15 Association and Declarant as Attorney-In-Fact. Each Owner, by reason of having acquired ownership of a Lot, whether by purchase, gift, operation of law or otherwise, and each occupant of a Townhome, by reason of his or her occupancy, is hereby declared to have acknowledged and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to the Community by Declarant (hereinafter, collectively, "**Modifications**") and, in respect thereto, each Owner of a Lot and occupant of a Townhome hereby designates the Association to act as agent and attorney-in-fact on behalf of such Owner or occupant to consent to any such Modification. If requested by Declarant, each Owner shall evidence his consent to a Modification in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of acceptance to such Owner's Lot, hereby agrees to execute, at the request of Declarant, any document and/or consent which may be required by any government agency to allow Declarant and/or its affiliates to complete the plan of development of the Community, as such plan may be hereafter amended, and each such Owner hereby further appoints Declarant as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such documents and/or consents. This power of attorney is irrevocable and is coupled with an interest. The provisions of this Section 19.15 may not be amended without Declarant's prior written consent.

[*Remainder of page intentionally left blank. Signature page follows*]

IN WITNESS WHEREOF, this Declaration has been signed by Declarant and joined in by the Association as of the date first written above.

DECLARANT:

WITNESSES AS TO DECLARANT:

HOBE SOUND TOWNHOUSE II, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

_____
Signature
Print Name: _____

_____
Signature
Print Name: _____

ASSOCIATION:

WITNESSES AS TO ASSOCIATION:

HOBE SOUND COURTYARDS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

_____
Signature
Print Name: _____

By: _____
Name: _____
Title: President

_____
Signature
Print Name: _____

(SEAL)

STATE OF FLORIDA)
) SS
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to make acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____ of _____, freely and voluntarily under authority duly vested in him. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

_____
Notary Public, State of Florida

_____
My Commission Expires: Typed, Printed or Stamped Name of Notary Public

STATE OF FLORIDA)
) SS
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the President of HOBE SOUND COURTYARDS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in him. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

_____
Notary Public, State of Florida

_____
My Commission Expires: Typed, Printed or Stamped Name of Notary Public

SCHEDULE OF EXHIBITS

Exhibit A Legal Description of the Property
Exhibit B Articles of Incorporation of Hobe Sound Courtyards Homeowners Association, Inc., a Florida corporation not for profit
Exhibit C Bylaws of Hobe Sound Courtyards Homeowners Association, Inc., a Florida corporation not for profit
Exhibit D Rules and Regulations
Exhibit E District Permits

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "B"

ARTICLES OF INCORPORATION OF HOBE SOUND COURTYARDS HOMEOWNERS ASSOCIATION, INC.

ARTICLES OF INCORPORATION OF HOBE SOUND COURTYARDS HOMEOWNERS ASSOCIATION, INC. (A Florida Corporation Not For Profit)

In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings, or if not defined below as defined in the Declaration:

1. "Articles" means these Articles of Incorporation and any amendments hereto.

2. "Assessments" means the assessments for which all Owners are obligated to the Association and includes "Individual Assessments" and "Special Assessments" (as such terms are defined in the Declaration) and any and all other assessments which are levied by the Association in accordance with the Governing Documents.

3. "Association" means Hobe Sound Courtyards Homeowners Association, Inc., a Florida corporation not for profit. The "Association" is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

4. "Board" means the Board of Directors of the Association.

5. "Bylaws" means the Bylaws of the Association and any amendments thereto.

6. "County" means Martin County, Florida.

7. "Declarant" means Hobe Sound Townhouse II, LLC, a Florida limited liability company, and any successor or assign thereof to which Hobe Sound Townhouse II, LLC, a Florida limited liability company, specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall

not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant.

8. "Declaration" means the Declaration of Covenants, Conditions and Restrictions for Hobe Sound Courtyards, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.

9. "Director" means a member of the Board.

10. "Governing Documents" means in the aggregate the Declaration, the Articles and the Bylaws, the Plat, and any additional plat, and all of the instruments and documents referred to therein.

11. "Home" means an attached residential dwelling unit constructed within Hobe Sound Courtyard, which is designed and intended for use and occupancy as a single-family residence.

12. "Lot" shall mean and refer to any parcel of land within Hobe Sound Courtyard as shown on the Plat or any additional plat upon which a Home is permitted to be constructed, together with the Improvements thereon. Upon completion of construction of a Home on a Lot, such Lot and the Improvements thereon are sometimes collectively referred to as a Lot in the Declaration and the Governing Documents

13. "Member" means the Owner of a Lot in Hobe Sound Courtyards.

14. "Owner" means the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot or Home within Hobe Sound Courtyards, and includes Declarant for as long as Declarant owns fee simple title to a Lot or Home, but excluding therefrom those having such interest as security for the performance of an obligation.

15. "Plat" means the plat of Hobe Sound Courtyards, according to the plat thereof recorded in the Public Records of Martin County, Florida. In the event an additional plat is recorded in the Public Records of the County with respect to the Additional Property made subject to the Declaration pursuant to a Supplemental Declaration, then the term "Plat" as used herein shall also mean the additional plat. Not all of the property shown on the Plat is subject to the Declaration.

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles.

ARTICLE II
NAME

The name of this corporation shall be HOBE SOUND COURTYARDS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, whose principal address and mailing address is 9508 Windy Ridge Road, Windermere, FL 34786.

ARTICLE III
PURPOSES

The purpose for which the Association is organized is to take title to, operate, administer, manage, insure, lease and maintain the Property in accordance with the terms of, and purposes set forth in, the Governing Documents and to carry out the covenants and enforce the provisions of the Governing Documents.

ARTICLE IV
POWERS

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers granted to the Association in the Governing Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Governing Documents.

2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.

4. To enforce by legal means the obligations of the Members and the provisions of the Governing Documents.

5. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration and management of the Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Property and to delegate to such professional manager certain powers and duties of the Association.

6. To enter into the Declaration and any amendments thereto and instruments referred to therein.

7. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at Hobe Sound Courtyards.

8. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Property in accordance with the Declaration and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

9. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments;

(b) the collection of other charges which Owners are obligated to pay pursuant to the Governing Documents;

(c) the enforcement of any applicable use and occupancy restrictions contained in the Governing Documents;

(d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); or

(e) filing a compulsory counterclaim.

The costs of any legal proceedings initiated by the Association, which are not included in the above exceptions shall be financed by the Association only with monies that are collected for that purpose by Special Assessment(s) and the Association shall not borrow money, use reserve funds, or use monies collected for other Association obligations

ARTICLE V
MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Home from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of Declarant. Until the First Conveyance, Declarant shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

D. The Association shall have two (2) classes of voting membership:

1. Class "A" Members shall be all Members, with the exception of Declarant while Declarant is a Class "B" Member, each of whom shall be entitled to one (1) vote for each Lot owned.

2. Class "B" Member shall be Declarant, who shall be entitled to three (3) times the total number of votes of all Class "A" Members plus one (1) vote. Class "B" membership shall cease and be converted to Class "A" membership upon the earlier to occur of the following events ("Turnover Date"):

(a) three (3) months after the conveyance of ninety percent (90%) of the total developed lots by Declarant, as evidenced by the recording of instruments of conveyance of such Homes amongst the Public Records of the County;

(b) upon the Class "B" Member abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing Documents. There is a rebuttable presumption that Declarant has abandoned and deserted the Property if Declarant has unpaid Assessments or guaranteed amounts under Section 720.308 of the HOA Act for a period of more than two (2) years;

(c) upon the Class "B" Member filing a petition seeking protection under Chapter 7 of the Federal Bankruptcy Code;

(d) upon the Class "B" Member losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor

owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment;

(e) upon a receiver for the Class "B" Member being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Association or the Members; or

(f) when, in its discretion, the Class "B" Member so determines.

On the Turnover Date, Class "A" Members, including Declarant, shall assume control of the Association and elect not less than a majority of the Board.

Notwithstanding the foregoing, Class "A" Members are entitled to elect at least one (1) member of the Board when fifty percent (50%) of the total developed lots have been conveyed to Members other than Declarant.

E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Governing Documents.

F. No Member may assign, hypothecate or transfer in any manner his/her membership in the Association except as an appurtenance to his/her Lot.

G. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

H. There shall be only one (1) vote for each Lot, except for the Class "B" Member as set forth herein. If there is more than one (1) Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one (1) person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one (1) natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity ("Voting Representative"), and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a Voting Representative. In the event a certificate designating a Voting Representative is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

I. A quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

ARTICLE VI
TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

In the event and upon dissolution of the Association, if the Veterans Administration ("VA") is guaranteeing or the U.S. Department of Housing and Urban Development ("HUD") is insuring the mortgage on any Lot, then unless otherwise agreed to in writing by HUD or VA, any remaining real property of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. Such requirement shall not apply if VA is not guaranteeing and HUD is not insuring any mortgage; provided if either agency has granted project approval for Hobe Sound Courtyards, then HUD and/or VA shall be notified of such dissolution.

ARTICLE VII
INCORPORATOR

The name and address of the Incorporator of these Articles is: Jeffrey B. Gelman, 9508 Windy Ridge Road, Windermere, FL 34786.

ARTICLE VIII
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, children or spouses of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two (2) or more offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Jeffrey B. Gelman
Vice President	Christine Gelman
Secretary/Treasurer	Matthew Basarabas

ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be not less than three (3) nor more than five (5), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses or officers or directors of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

NAMES	ADDRESSES
Jeffrey B. Gelman	9508 Windy Ridge Road Windermere, FL 34786
Christine Gelman	9508 Windy Ridge Road Windermere, FL 34786
Matthew Basarabas	[_____ _____]

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Upon the Turnover Date, the Members other than Declarant ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. The Initial Election Meeting shall be called by the Association, through the Board, as provided in Paragraph C hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days prior notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

F. At the Initial Election Meeting, Purchaser Members, who shall include all Members other than Declarant, the number of which may change from time to time, shall elect two (2) of the Directors, and Declarant, until the Declarant's Resignation Event, shall be entitled to (but not obligated to) designate one (1) Director (same constituting the "Initial Elected Board"). Declarant reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated and elected, as described in Paragraph F above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event or until a Purchaser Member-elected Director is removed in the manner hereinafter provided.

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote of a majority of the voting interests of Members for any reason deemed to be in the best interests of the Members. A meeting of the Purchaser Members to so remove a

Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the Members.

H. Upon the earlier to occur of the following events ("Declarant's Resignation Event"), Declarant shall cause all of its designated Directors to resign:

1. When Declarant no longer holds at least five percent (5%) of the Lots for sale in the ordinary course of business and all Lots sold by Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

2. When Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors.

Upon Declarant's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph E of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting.

I. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

J. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands

whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI
INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and post-judgment proceedings, reasonably incurred by or imposed upon him/her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he/she becomes involved by reason of his/her being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that he/she is or is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII
BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by Declarant of these Articles and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

C. After the Turnover Date, these Articles may be amended in the following manner:

1. The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one (1) meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

3. At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the voting interests.

4. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

D. These Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Declarant, without the prior written consent thereto by Declarant, for so long as Declarant holds either a leasehold interest in or title to at least one (1) Home or Lot; and (ii) any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

F. Notwithstanding the foregoing provisions of this Article XIII to the contrary, no amendment to these Articles shall be adopted which shall abridge, prejudice, amend or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X hereof, nor shall any amendment be adopted or become effective without the prior written consent of Declarant so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot.

G. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

ARTICLE XIV
MERGERS AND CONSOLIDATIONS

Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner provided by Chapter 617, Florida Statutes, as the same may be amended from time to time. For purposes of any vote of the Members required pursuant to said statutes, for so long as Declarant shall own any portion of the Property, any such merger or consolidation shall require Declarant's prior approval.

ARTICLE XV
REGISTERED OFFICE AND REGISTERED AGENT

The name and street address of the initial registered office of the Association is J. Todd South, South Milhausen, PA, 1000 Legion Place, Suite 1200, Orlando, Florida 32801.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed her signature, this 17th day of _____, 2019.

_____
Jeffrey B. Gelman, Incorporator

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XV of these Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

By: _____
Printed Name: J. Todd South
Dated: _____

EXHIBIT "C"

BYLAWS OF HOBE SOUND COURTYARDS HOMEOWNERS ASSOCIATION, INC.

BYLAWS
OF
HOBE SOUND COURTYARDS HOMEOWNERS ASSOCIATION, INC.

Section 1. Identification of Association

These are the Bylaws of HOBE SOUND COURTYARDS HOMEOWNERS ASSOCIATION, INC. ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapters 617 and 720, Florida Statutes.

1.1. The office of the Association shall be for the present at 9508 Windy Ridge Road, Windermere, FL 34786, and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit."

Section 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Association ("Articles") as well as in the Declaration of Covenants, Conditions, Restrictions and Easements for Hobe Sound Courtyards ("Declaration") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

Section 3. Membership; Members' Meetings; Voting and Proxies

3.1. The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually ("Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Association or at such other place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3. Special meetings (meetings other than the Annual Members' Meeting) of the Members shall be held at the office of the Association or at such other place within the County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting.

3.4. Except as otherwise provided in the Articles, a written notice of each Members' meeting, whether an Annual Members' Meeting or a special meeting (collectively, "Meeting"), shall be given to each Member entitled to vote at his last known address as it appears on the books of the Association and shall be mailed or hand delivered to the said address or electronically transmitted to the location furnished by the Member for that purpose not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing, delivery or electronic transmission shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notices of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Association to be designated by Declarant and the number of Directors to be elected by the Members, if applicable. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Governing Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast thirty percent (30%) of the total number of votes of the Members. A quorum of any class of Members shall consist of Class Members of such class entitled to cast thirty percent (30%) of the total number of votes of the class. "Proxies" (as hereinafter defined in Paragraph 3.10) may be used to establish a quorum.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written Proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Governing Documents or by law, then such express provision shall govern and control the required vote on the decision of such question.

3.7. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Members may vote for Directors in person or by Proxy. Members are not permitted to vote for Directors by absentee ballot. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the "Chairman" (as hereinafter defined in Paragraph 6.2) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count and verify ballots, disqualify votes if such disqualification is justified under the circumstances and certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

3.8. If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by absentee ballot. Proxies may be used to vote on other agenda items at meetings at which Directors are to be elected, and may also be used to establish a quorum. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof, provided, however, any proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be valid. Any Proxy may be revoked prior to the time a vote is cast in accordance with such Proxy.

3.11. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of twenty percent (20%) of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

Section 4. Board; Directors' Meetings

4.1. The business and administration of the Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his/her successor is duly elected and qualified or until he/she resigns or is removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Provided the organizational meeting is held directly following the Annual Members' Meeting, no further notice of the organizational meeting shall be necessary; if not, however, notice of the organizational meeting shall be given in accordance with Section 720.303(2) of the HOA Act.

4.5. Regular meetings of the Board may be held at such times and places at the office of the Association or at such other place in the County as shall be determined from time to time by a majority of the Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Any such special meeting may be held at the office of the Association or at such other place in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all of the Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally, by mail, telephone or electronically transmitted if correctly directed to an electronic mail address at which the Director has consented to receive notice at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7 Notice of all Board meetings shall be given to the members in accordance with the HOA Act.

4.8. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.9. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

4.10. Directors' fees, if any, shall be determined by the Members.

4.11. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.12. The Board shall have the power to appoint an "Executive Committee(s)" of the Board consisting of not less than three (3) Directors. The Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board.

4.13. Meetings of the Board shall be open to all Members. The Board may also hold closed meetings to the extent permitted by applicable law, including, by way of example but not by way of limitation, when the discussion at a meeting is governed by attorney-client privilege. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the HOA Act and any rules and regulations promulgated by the Association. In the event a Member conducts himself or herself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he or she is a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.14. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of the Directors, provided, however, whenever assessments are to be considered, they may be considered only at a meeting of the Directors properly noticed in accordance with the HOA Act.

Section 5. Powers and Duties of the Board

5.1. All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Governing Documents, as well as all of the powers and duties of a director of a corporation not for profit not inconsistent therewith.

5.2. The Association may employ a manager to perform any of the duties, powers or functions of the Association. Notwithstanding the foregoing, the Association may not delegate to the manager the power to conclusively determine whether the Association should make expenditures for capital additions or improvements chargeable against the Association funds. The members of the Board shall not be personally liable for any omission or improper

exercise by the manager of any duty, power or function delegated to the manager by the Association.

Section 6. Officers of the Association

6.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously, except when the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary.

6.2. The President shall be the chief executive officer of the Association. He/She shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as he/she may, in his/her discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President ("Chairman") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute.

6.3. In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. If there is more than one (1) Vice President, the Board shall designate which Vice President is to perform which duties. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated as "First Vice President", "Second Vice President", etc., and shall exercise the powers and perform the duties of the presidency in such order.

6.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

6.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he/she shall perform all of the duties incident to

the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

6.6. The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Hobe Sound Courtyards.

Section 7. Resignations

Any Director or officer may resign his/her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Homes owned by any Director or officer (other than appointees of Declarant) shall constitute a written resignation of such Director or officer.

Section 8. Accounting Records; Fiscal Management

8.1. The Association shall prepare financial reports and maintain accounting records in accordance with the HOA Act. The accounting records of the Association shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times and in accordance with, but subject to the limitations of, the HOA Act. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; (ii) an account for each Lot within Hobe Sound Courtyards which shall designate the name and address of the Owner thereof, the amount of Individual Lot Assessments and all other Assessments, if any, charged to the Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the dates paid, and the balance due; (iii) any tax returns, financial statements and financial reports of the Association; and (iv) any other records that identify, measure, record or communicate financial information.

8.2. The Board shall adopt a Budget (as defined and provided for in the Declaration) of the anticipated operating expenses for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the month of November or December of the year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the operating expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each Member, upon request, and each Owner shall be given notice of the Individual Assessment applicable to his/her Home(s). The copy of the Budget, if requested, shall be deemed furnished and the notice of the Individual Assessment shall be deemed given upon its delivery or upon its being mailed to the

Owner shown on the records of the Association at his/her last known address as shown on the records of the Association.

8.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a *pro rata* basis any expenses which are prepaid in any one calendar year for Operating expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating expenses and for all unpaid Operating expenses previously incurred; and (v) items of Operating expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the accrual basis method of accounting.

8.4. Individual Assessments shall be payable as provided in the Declaration.

8.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Individual Assessment.

8.6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

8.7. A report of the accounts of the Association shall be made annually by an accountant and a copy of the report shall be furnished to each Member who requests same in writing no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his/her last known address shown on the records of the Association.

Section 9. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation of Hobe Sound Courtyards; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Governing Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Association at the time of such

delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing, or, in the event both forms of notification are used, whichever is later. Notwithstanding the foregoing, when rules and regulations are to regulate the use of a specific portion of the Property, same shall be conspicuously posted and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view toward protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 10. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of all meetings of the Members and the Board; provided, however, if such rules of order are in conflict with any of the Governing Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

Section 11. Roster of Owners

Each Owner shall file with the Association a copy of the deed or other document showing his or her ownership of a Lot in Hobe Sound Courtyards. The Association shall maintain such information. The Association shall also maintain the electronic mailing addresses and numbers designated by Owners for receiving notices sent by electronic transmission of those Owners consenting to receive notice by electronic transmission. The electronic mailing address and numbers provided by Owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. The Association may rely on the accuracy of such information for all purposes until notified in writing of changes therein. The Association may rely on the accuracy of such information for all purposes until notified in writing of changes therein.

Section 12. Amendment of the Bylaws

12.1. These Bylaws may be amended as hereinafter set forth in this Section 12.

12.2 After the Turnover Date, any Bylaw of the Association may be amended or repealed, and any new Bylaw of the Association may be adopted by either:

(i) a majority vote of the Members at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these Bylaws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws, provided that the Directors shall not have any authority to adopt, amend or repeal any Bylaw if such new Bylaw or such amendment or the repeal of a Bylaw would be inconsistent with any Bylaw previously adopted by the Members.

12.3. Notwithstanding any of the foregoing provisions of this Section 12 to the contrary, until the Turnover Date, all amendments or modifications to these Bylaws and adoption or repeal of Bylaws shall only be made by action of the First Board as described in the Articles, which First Board shall have the power to amend, modify, adopt and repeal any Bylaws without the requirement of any consent, approval or vote of the Members.

12.4. Notwithstanding the foregoing provisions of this Section 12, there shall be no amendment to these Bylaws which shall abridge, prejudice, amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant for so long as Declarant holds title to at least one (1) Home; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

12.5. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

Section 13. Mediation

Pursuant to the HOA Act, mandatory mediation before the Department of Business and Professional Regulation ("Department") shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described therein.

Section 14. Recall of Board Members and Election Disputes

Pursuant to the HOA Act, mandatory binding arbitration before the Department shall be required for election disputes and disputes involving the recall of any member of the Board. Any member of the Board may be recalled and removed from office as provided for and described in the HOA Act.

Section 15. Notice and Hearing Procedure.

In those instances which specifically provide an Owner the right of Notice and a hearing, the following procedures and provisions shall apply:

A. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. At the Association's option, any fine may be levied on a daily basis in the event of a

continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

B. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

C. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

D. Fines. An Owner shall be responsible for all Legal Fees incurred in connection with the collection of a fine whether or not an action at law to collect said fine is commenced. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration. A fine of less than One Thousand and No/100 Dollars ($1,000.00) may not become a lien against a Lot.

E. Failure to Pay Assessments. Notice and hearing as provided in Subparagraphs A and B above shall not be required with respect to the imposition of suspension of use rights or imposition of suspension of voting rights upon any Owner because of such Owner's failure to pay Assessments or other monetary obligations or charges which are due for more than ninety (90) days.

F. Access. Suspension of use rights to Association Property shall not impair the right of an Owner or tenant of a Home to have vehicular and pedestrian ingress to and egress from such Home, including, but not limited to, the right to park, nor to provide access to utility services provided to the Home.

Section 16. Interpretation.

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the event of any conflict between the Articles and the Declaration, the Declaration shall control.

HOBE SOUND COURTYARDS
HOMEOWNERS ASSOCIATION, INC.

By:_____
Jeffrey B. Gelman, President

Attest:_____
Matthew Basarabas, Secretary

[CORPORATE SEAL]

EXHIBIT "D"

RULES AND REGULATIONS

EXHIBIT "E"

DISTRICT PERMITS

[*Full copy of Permit follows*]

Project: Hobe Sound Courtyards Mon June 01 06:36:27 2020

Parcel Map Check

Parcel name: Overall Boundary

North: 996766.04 East : 936402.28

Line Course: N 67-16-25 W Length: 16.703

North: 996772.49 East : 936386.87

Line Course: S 68-25-06 W Length: 857.649

North: 996457.02 East : 935589.35

Line Course: S 21-39-51 E Length: 275.000

North: 996201.45 East : 935690.87

Line Course: S 68-25-06 W Length: 350.000

North: 996072.71 East : 935365.41

Line Course: S 21-39-51 E Length: 31.131

North: 996043.77 East : 935376.90

Line Course: N 68-12-16 E Length: 1229.459

North: 996500.27 East : 936518.47

Line Course: N 21-47-31 W Length: 50.000

North: 996546.69 East : 936499.91

Line Course: N 21-50-29 W Length: 52.583

North: 996595.50 East : 936480.35

Line Course: N 22-32-51 W Length: 116.343

North: 996702.95 East : 936435.74

Curve Length: 71.512 Radius: 380.000

Delta: 10-46-57 Tangent: 35.862

Chord: 71.407 Course: N 27-56-20 W

Course In: S 67-27-09 W Course Out: N 56-40-12 E

RP North: 996557.24 East : 936084.78

End North: 996766.04 East : 936402.28

Line Course: S 33-18-38 E Length: 0.000

North: 996766.04 East : 936402.28

Perimeter: 3050.382 Area: 276,628 sq. ft. 6.350 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.00 Course: N 16-45-28 W

Error North: 0.002 East : -0.001

Precision 1: 3,050,380,000.000

Old Republic National Title Insurance Company
2300 Maitland Center Parkway #140
Maitland, Florida 32751

AMERICAN LAND TITLE ASSOCIATION COMMITMENT
Revised Date: September 28, 2019 3:42 pm

Transaction Identification Data for reference only:

Issuing Agent:	ALTA Universal ID:	Commitment Number:	Issuing Office File Number:
South Milhausen, P.A.			**Hobe Sound Townhouse II, LLC**
Issuing Office:	Loan Number:	Revision Number:	Property Address:
1000 LEGION PLACE SUITE 1200 ORLANDO, FL 32801		***2***	**xxx SE Kingsley St, Hobe Sound, FL** **Hobe Sound, FL**

SCHEDULE A

FILE NO.: 19083936 DM1 Examiner - Debbie Moyer dmoyer@oldrepublictitle.com

1. Commitment Date: September 25, 2019 at 5:00pm

2. Policy to be issued:

   (a) ALTA 2006 OWNER'S POLICY (with Florida Modifications) — Proposed Policy Amount: N/A
   Proposed Insured:

   N/A

   (b) ALTA 2006 LOAN POLICY (with Florida Modifications) — Proposed Policy Amount: $7,500,000.00
   Proposed Insured:

   Bank OZK, its successors and/or assigns as their interests may appear

   (c) ALTA 2006 LOAN POLICY (with Florida Modifications) — Proposed Policy Amount: $2,070,000.00
   Proposed Insured:

   Bank OZK, its successors and/or assigns as their interests may appear

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Hobe Sound Townhouse II, LLC, a Florida limited liability company

5. The Land is described as follows:

See Attached Legal Description

Issued through the Office of:
South Milhausen, P.A.
1000 LEGION PLACE
SUITE 1200
ORLANDO, FL 32801
Phone: 407-539-1638

_____
Authorized Signature

SCHEDULE B - I

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. First Mortgage from Hobe Sound Townhouse II, LLC, a Florida limited liability company to the proposed insured mortgagee.

6. Second Mortgage from Hobe Sound Townhouse II, LLC, a Florida limited liability company to the proposed insured mortgagee.

7. Provide a satisfactory Owner's Affidavit of Possession and No Liens. Said affidavit, when properly executed at closing by the seller(s) or mortgagor(s) herein will serve to delete the standard lien and possession exceptions for the policy(ies) to be issued.

8. Satisfaction or Release of Claim of Lien recorded September 20, 2018 at O.R. Book 3016, Page 1915, Public Records of Martin County, Florida.

9. Obtain written authorization from the company to issue the commitment if the amount of the policy or policies to be issued exceeds your agency limits.

10. Determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F.S., or county ordinance.

NOTE: No open mortgage(s) were found of record. Agent must confirm with the owner that the property is free and clear.

NOTE: All recording references in this commitment/policy shall refer to the Public Records of Martin County, unless otherwise noted.

SCHEDULE B SECTION II IS CONTINUED ON AN ADDED PAGE

SCHEDULE B - II

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.

3. Rights or claims of parties in possession.

4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.

5. Easements or claims of easements not shown by the public records.

6. General or special taxes and assessments required to be paid in the year 2019 and subsequent years.

7. Intentionally deleted.

8. Right of Way Easement to Southern Bell Telephone and Telegraph company recorded in O.R. Book 328, Page 1514, and shown on survey, Public Records of Martin County, Florida.

9. Easement as set forth in Quit Claim Deed recorded in O.R. Book 588, Page 422, and shown on survey, Public Records of Martin County, Florida.

10. Easement as set forth in Easement Deed recorded in O.R. Book 590, Page 1536, and shown on survey, Public records of Martin County, Florida.

11. Easement increased from Eight Foot (8') to Fifteen Foot (15') recorded in O.R. Book 685, Page 2306, and shown on survey, Public Records of Martin County, Florida.

12. Intentionally deleted.

13. Intentionally deleted.

14. Resolution Number 17-2.48 recorded in O.R. Book 2915, Page 1592, Public Records of Martin County, Florida.

15. Resolution Number 17-9.101 recorded in O.R. Book 2955, Page 755, Public Records of Martin County,

Florida.

16. Recorded Notice of Environmental Resource Permit recorded in O.R. Book 2987, Page 2125, Public Records of Martin County, Florida.

17. Right of Way of U S 1, as now laid out and in use.

Taxes for the year 2018 are PAID - gross amount $1,639.51. Tax Account Number 343842000090000150000 - Parcel 1
Taxes for the year 2018 are PAID - gross amount $3,309.91. Tax Account Number 343842000090000128000 - Parcel 2

EXHIBIT A

Parcel 1: The Westerly one-half of the following described real property located in Martin County, Florida:

Commence at the Northwest corner of Lot 90, of GOMEZ GRANT WEST OF INDIAN RIVER, as recorded in Plat Book 1, Page 80, of the Public Records of Palm Beach County (now Martin County), Florida; thence run Easterly along the North line of the aforesaid Lot 90, a distance of 1,344.90 feet, more or less, to the West right-of-way line of Second Avenue; thence run Southerly along the West right-of-way line of Second Avenue, a distance of 305 feet to a point; thence run Westerly on a line parallel with the North boundary line of Lot 90, a distance of 1,344.90 feet, more or less, to the Westerly line of the aforesaid Lot 90; thence run Northerly along said West line of Lot 90 to the Point of Beginning, LESS however, the right-of-way of U.S. Highway One and LESS AND EXCEPT the North 275 feet of the West 350 feet thereof.

LESS AND EXCEPT any portion thereof lying within the South 355 feet of said Lot 90.

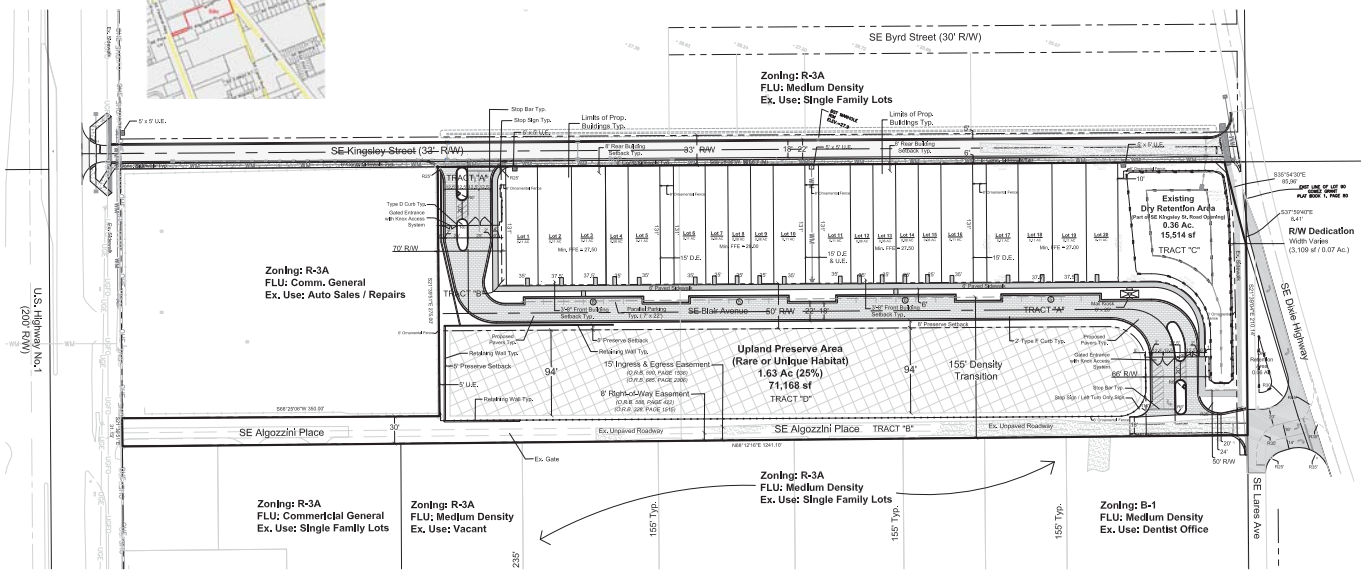
Parcel 2: The East half of the following described real property located in Martin County, Florida:

Commence at the Northwest corner of Lot 90, of GOMEZ GRANT WEST OF RIVER, as recorded in Plat Book 1, Page 80, of the Public Records of Palm Beach County (now Martin County), Florida; thence run Easterly along the North line of the aforesaid Lot 90 a distance of 1,344.90 feet, more or less, to the West right-of-way line of Second Avenue; thence run Southerly along the West right-of-way line of Second Avenue, a distance of 305 feet to a point; thence run Westerly on a line parallel with the North boundary line of Lot 90, a distance of 1344.90 feet, more or less, to the Westerly line of the aforesaid Lot 90; thence run Northerly along said West line of Lot 90 to the Point of Beginning, less however the right-of-way of U.S. Highway One.

LESS AND EXCEPT any portion thereof lying within the South 355 feet of said Lot 90.

Location Map





Site Data

Total SIte Area	6.42 Ac (279,737 sf)
Less R/W Dedlcatlon	0.07 Ac (3,109 sf)
Remalnlng SIte Area	6.35 Ac (276,628 sf)
Future Land Use	Medlum Densllty (6.14 Ac) Comm. General (0.21 Ac)
Zonlng	RM-6 (6.14 Ac.) R-3A (0.21 Ac.)
Total Units	20
Gross SIte Densllty (20 DU / 6.35 Ac)	3.15 DU/AC
Product Type	Row House
Max. Buildlng Helght	3 Stories
Proposed Buildlng Helght	26'-3"
Max. Outbuildlng Helght (Garage)	20'
Proposed Outbuildlng Helght (Garage)	14' - 4 1/2"
Requlred Open Space	50% 3.18 Ac (138,314 sf)
Provlded Open Space	56% 3.57 Ac (155,353 sf)
Property Control #	34-38-42-000-090-00012-8 34-38-42-000-090-00015-0

Density Calculations

	Max.	Proposed
Zonlng:		
RM-6: 6.14 Ac. x 6 (6 Du / Ac.)	36 Units	20 Units

Upland Preserve Data (Rare or Unique Habitat)

Total Site Area (Less R/W Dedlcation)	6.35 Ac.
Requlred Preservation (6.35 Ac. x 25%)	1.59 Ac. (25%)
Provided Preservation	1.63 Ac. (25%)
Rare or Unique Habitat	1.63 Ac.

Pervious Area / Open Space

	Sq. Ft.	Acres	%
Upland Preserve Area	71,168	1.63	25
Dry Retention Area	15,514	0.36	6
Lot Coverage - Pervious	4,812	0.11	2
Other Open Space / Landscape	63,859	1.47	23
Sub-total	155,353	3.57	56

Impervious Area

	Sq. Ft.	Acres	%
Lot Coverage - Impervious	77,718	1.78	28
Vehicular Use Area	29,586	0.68	11
Sidewalks / Curbs	13,971	0.32	5
Sub-total	121,275	2.78	44

Parking Data

Required Parking (2 per unit)	40 Spaces
Provided Parking	54 Spaces
37.5' Wide Unit - 2 Car Garage (4 DU)	8 Spaces
35' Wide Unit - 2 Car Garage (8 DU)	16 Spaces
25' Wide Unit - 1 Car Garage (8 DU)	8 Spaces
On-Street / Parallel Parking	22 Spaces

Legal Description

PARCEL 1: THE WESTERLY ONE-HALF OF THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN MARTIN COUNTY, FLORIDA:

COMMENCE AT THE NORTHWEST CORNER OF LOT 80, OF GOMEZ GRANT WEST OF INDIAN RIVER, AS RECORDED IN PLAT BOOK 1, PAGE 80 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY (NOW MARTIN COUNTY), FLORIDA; THENCE RUN EASTERLY ALONG THE NORTH LINE OF THE AFORESAID LOT 80, A DISTANCE OF 1,344.99 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF SECOND AVENUE; THENCE RUN SOUTHERLY ALONG THE WEST RIGHT-OF-WAY LINE OF SECOND AVENUE, A DISTANCE OF 329 FEET TO A POINT; THENCE RUN WESTERLY ON A LINE PARALLEL WITH THE NORTH BOUNDARY LINE OF LOT 80, A DISTANCE OF 1,344.99 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE AFORESAID LOT 80; THENCE RUN NORTHERLY ALONG SAID WEST LINE OF LOT 80 TO THE POINT OF BEGINNING, LESS HOWEVER, THE RIGHT-OF-WAY OF U.S. HIGHWAY ONE AND LESS AND EXCEPT THE NORTH 275FEET OF THE WEST 350 FEET THEREOF.

AND

PARCEL 2: THE EAST HALF OF THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN MARTIN COUNTY, FLORIDA:

COMMENCE AT THE NORTHWEST CORNER OF LOT 80, GOMEZ GRANT WEST OF RIVER, AS RECORDED IN PLAT BOOK 1, PAGE 80, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY (NOW MARTIN COUNTY), FLORIDA; THENCE RUN EASTERLY ALONG THE NORTH LINE OF AFORESAID LOT 80, A DISTANCE OF 1,344.99 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF SECOND AVENUE; THENCE RUN SOUTHERLY ALONG WEST RIGHT-OF-WAY LINE OF SECOND AVENUE, A DISTANCE OF 329 FEET TO A POINT; THENCE RUN WESTERLY ON A LINE PARALLEL WITH THE NORTH BOUNDARY LINE OF LOT 80, A DISTANCE OF 1,344.99 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE AFORESAID LOT 80; THENCE RUN NORTHERLY ALONG SAID WEST LINE OF LOT 80 TO THE POINT OF BEGINNING, LESS HOWEVER THE RIGHT-OF-WAY OF U.S. HIGHWAY ONE.

Legend

- Upland Preserve Area / Rare or Unique Habitat - 1.63 Ac.
- Limits of Proposed Buildings
- Right of Way Dedication
- (#) 131' x 35' Lot Typical (8 Units)
- (#) 131' x 25' Lot Typical (14 Units)

General Notes

1. All signs shall meet the requirements of Division 16, Article 4, LDR, Martin County Code.
2. All exotic vegetation to be removed prior to the issuance of a Certificate of Occupancy. Perpetual maintenance is required to prohibit the reestablishment of invasive exotic species within preservation areas and planted landscape or lake littoral areas and stormwater management areas as provided on the plans approved with the development order.
3. The applicant will notify the Growth Management Department for a field inspection by staff to determine if barricades have been properly placed prior to any land clearing.
4. Preserve areas may not be altered except in compliance with the approved Preserve Area Management Plan (PAMP).
5. All internal roads shall be privately owned and maintained by the Home Owners Association.
6. Storage of construction materials in preserve areas is not permitted.
7. Fill is not allowed to encroach into preserve areas.
8. All improvements shall be constructed in one phase.
9. Models, sales centers and construction trailers shall be permitted in accordance with Article 4, Martin County zoning code.
10. No alteration of Wetland Preserve, Upland Preserve, or Transition Zones is permitted except in compliance with a Preserve Area Management Plan approved by Martin County.
11. Water and sewer to be provided by SMRU.
12. All recreation and common areas, as well as utility and drainage easements to be dedicated to the Home Owners Association.
13. All preserve areas which are adjacent to single-family or multi-family lots shall be clearly marked with signs indicating that the area is a preserve area, subject to a recorded preserve area management plan on file in the Martin County Growth Management Dept. Boundary markers will be placed at the corners of residential lots abutting Preserve Areas. Signs will be at least 11x14 inches in size and will be posted in conspicuous locations along the Preserve Area boundary, at a frequency of no less than one (1) sign per 500 feet.
14. All areas not within lots shall be common areas maintained by the Home Owners Association.
15. All preservation requirements will be incorporated into the declaration of covenants and restrictions prior to plat recordation.
16. The threshold of development for final site plans requires all permits to be obtained within one (1) year of approval, and requires all construction to be completed within two (2) years of approval.
17. All Buildings to be built in one phase, Construction 2018 - 2019
18. Proposed building construction methodology, as identified on the submitted Florida wildfire risk assessment screenshot, will need to be conveyed to regulate documents and plans for approval including the Development order, Final Site Plan, Declaration of Covenants and Restrictions approved with plat, and future building permits.

Plan Revisions

Revision Date: 02-26-20
1. Revised Lot Lines to eliminate two, Addition of mail kiosk.

Scale: 1" = 50'

0' 25' 50' 100' 150'

North

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

Hobe Sound Courtyards (FKA: Algozzini Place)

Martin County, Florida

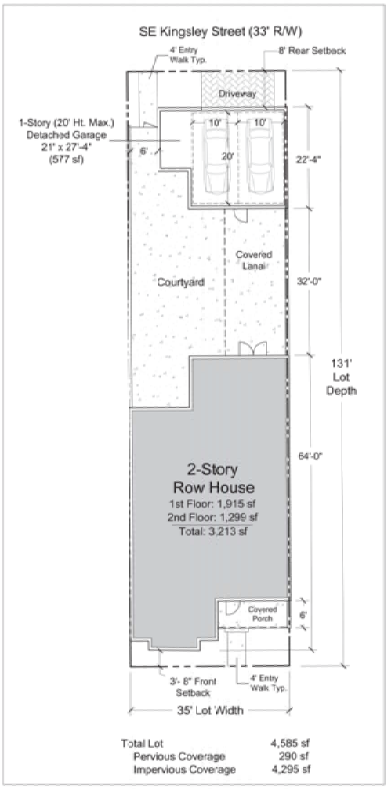
Minor Final Site Plan

Copyright
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Job No.	14027
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	08-09-18 01-08-20
Revision Dates	02-26-20

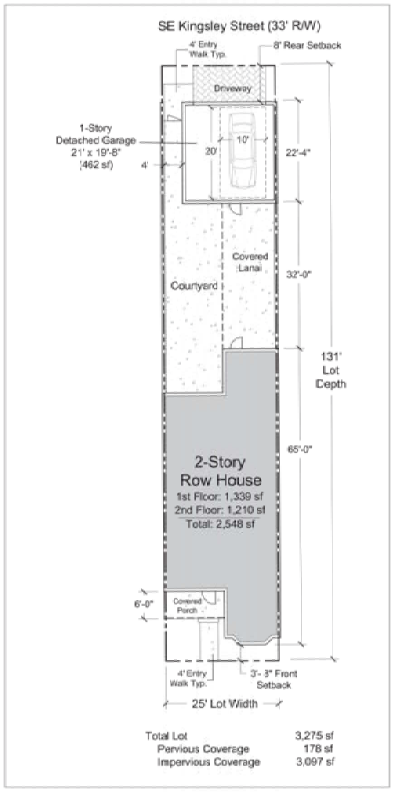
SP - 1

35ft - Unit Typical (8 Total)



Total Lot	4,585 sf
Pervious Coverage	290 sf
Impervious Coverage	4,295 sf

25ft - Unit Typical (14 Total)



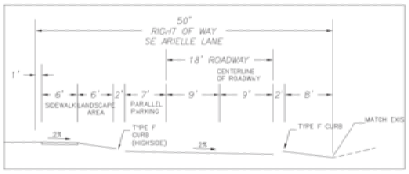
Total Lot	3,275 sf
Pervious Coverage	178 sf
Impervious Coverage	3,097 sf

Hobe Sound CRA Standards - Row House

Building Placement / Height	CRA	Proposed
Lot Width	16' to 35'	8 @ 35' 14 @ 25'
Building Width	16' to 35'	8 @ 35' 14 @ 25'
Building Depth	65' Max.	65' Max.
Front Setback	0' - 10'	3' - 8"
Side Setback	0'	0'
Rear Setback (outbuilding accessed from Alley)	6' Min.	8'
Main Building Max. Height	3 stories	26'-3"
Outbuilding (Garage) Max. Height	20' Max.	14'- 4 1/2"

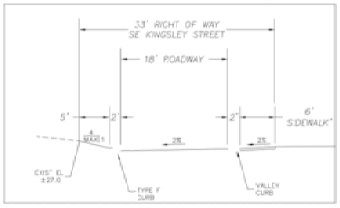
Section A-A - SE Arielle Lane - 50' R/W

Scale: N.T.S.



Section B-B - SE Kingsley Street - 33' R/W

Scale: N.T.S.



Scale: 1" = 10'

0' 5' 10' 20' 30'

50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hadesignstudio.com
LA 0000905

Hobe Sound Courtyards (FKA: Algozzini Place)

Florida

Martin County

Minor Final Site Plan

Copyright
All ideas, designs, arrangements, and plans indicated or represented by these drawings are instruments of service by the consultant (HADS). They are not products of design. All ideas, designs, arrangements, and plans indicated or represented by these drawings are the property of the designer, whether created, invented, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements, or plans shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission of the designer.

Job No.	14027
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	08-09-18
	01-08-20
Revision Dates	01-07-20

SP - 2

Project: Hobe Sound Courtyards Mon June 01 06:29:16 2020

Parcel Map Check

Parcel name: Lot 1

North: 995018.67 East : 936256.99

Line Course: N 21-34-54 W Length: 131.000

North: 995140.49 East : 936208.80

Line Course: N 68-25-06 E Length: 35.000

North: 995153.36 East : 936241.35

Line Course: S 21-34-54 E Length: 131.000

North: 995031.55 East : 936289.54

Line Course: S 68-25-06 W Length: 35.000

North: 995018.67 East : 936256.99

Perimeter: 332.000 Area: 4,585 sq. ft. 0.105 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.00 Course: S 90-00-00 E

Error North: 0.000 East : 0.000

Precision 1: 332,000,000.000

Parcel name: Lot 2

North: 995031.55 East : 936289.54
Line Course: N 21-34-54 W Length: 131.000
North: 995153.36 East : 936241.35
Line Course: N 68-25-06 E Length: 37.500
North: 995167.15 East : 936276.22
Line Course: S 21-34-54 E Length: 131.000
North: 995045.34 East : 936324.41
Line Course: S 68-25-06 W Length: 37.500
North: 995031.55 East : 936289.54

Perimeter: 337.000 Area: 4,912 sq. ft. 0.113 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00 Course: S 90-00-00 E
Error North: 0.000 East : 0.000
Precision 1: 337,000,000.000

Parcel name: Lot 3

North: 995045.34 East : 936324.41

Line Course: N 21-34-54 W Length: 131.000

North: 995167.15 East : 936276.22

Line Course: N 68-25-06 E Length: 37.500

North: 995180.95 East : 936311.09

Line Course: S 21-34-54 E Length: 131.000

North: 995059.13 East : 936359.28

Line Course: S 68-25-06 W Length: 37.500

North: 995045.34 East : 936324.41

Project: 17-033 Mon June 01 06:29:16 2020

Parcel Map Check

Perimeter: 337.000 Area: 4,912 sq. ft. 0.113 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.00 Course: S 90-00-00 E

Error North: 0.000 East : 0.000

Precision 1: 337,000,000.000

Parcel name: Lot 4

North: 995059.13 East : 936359.28

Line Course: N 21-34-54 W Length: 131.000

North: 995180.95 East : 936311.09

Line Course: N 68-25-06 E Length: 25.000

North: 995190.14 East : 936334.34

Line Course: S 21-34-54 E Length: 131.000

North: 995068.33 East : 936382.52

Line Course: S 68-25-06 W Length: 25.000

North: 995059.13 East : 936359.28

Perimeter: 312.000 Area: 3,275 sq. ft. 0.075 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.00 Course: S 90-00-00 E

Error North: 0.000 East : 0.000

Precision 1: 312,000,000.000

Parcel name: Lot 5

North: 995068.33 East : 936382.52

Line Course: N 21-34-54 W Length: 131.000

North: 995190.14 East : 936334.34

Line Course: N 68-25-06 E Length: 35.000

North: 995203.02 East : 936366.89

Line Course: S 21-34-54 E Length: 131.000

North: 995081.20 East : 936415.07

Line Course: S 68-25-06 W Length: 35.000

North: 995068.33 East : 936382.52

Perimeter: 332.000 Area: 4,585 sq. ft. 0.105 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.00 Course: S 90-00-00 E

Error North: 0.000 East : 0.000

Precision 1: 332,000,000.000

Parcel name: Lot 6

North: 995086.72 East : 936429.02

Line Course: N 21-34-54 W Length: 131.000

North: 995208.54 East : 936380.83

Project: 17-033 Mon June 01 06:29:16 2020

Parcel Map Check

Line Course: N 68-25-06 E Length: 35.000

North: 995221.41 East : 936413.38

Line Course: S 21-34-54 E Length: 131.000

North: 995099.59 East : 936461.57

Line Course: S 68-25-06 W Length: 35.000

North: 995086.72 East : 936429.02

Perimeter: 332.000 Area: 4,585 sq. ft. 0.105 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.00 Course: S 90-00-00 E

Error North: 0.000 East : 0.000

Precision 1: 332,000,000.000

Parcel name: Lot 7

North: 995099.59 East : 936461.57

Line Course: N 21-34-54 W Length: 131.000

North: 995221.41 East : 936413.38

Line Course: N 68-25-06 E Length: 25.000

North: 995230.61 East : 936436.63

Line Course: S 21-34-54 E Length: 131.000

North: 995108.79 East : 936484.81

Line Course: S 68-25-06 W Length: 25.000

North: 995099.59 East : 936461.57

Perimeter: 312.000 Area: 3,275 sq. ft. 0.075 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.00 Course: S 90-00-00 E

Error North: 0.000 East : 0.000

Precision 1: 312,000,000.000

Parcel name: Lot 8

North: 995108.79 East : 936484.81

Line Course: N 21-34-54 W Length: 131.000

North: 995230.61 East : 936436.63

Line Course: N 68-25-06 E Length: 25.000

North: 995239.80 East : 936459.87

Line Course: S 21-34-54 E Length: 131.000

North: 995117.98 East : 936508.06

Line Course: S 68-25-06 W Length: 25.000

North: 995108.79 East : 936484.81

Perimeter: 312.000 Area: 3,275 sq. ft. 0.075 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.00 Course: S 90-00-00 E

Error North: 0.000 East : 0.000

Precision 1: 312,000,000.000

Project: 17-033 Mon June 01 06:29:16 2020

Parcel Map Check

Parcel name: Lot 9

North: 995117.98 East : 936508.06

Line Course: N 21-34-54 W Length: 131.000

North: 995239.80 East : 936459.87

Line Course: N 68-25-06 E Length: 25.000

North: 995249.00 East : 936483.12

Line Course: S 21-34-54 E Length: 131.000

North: 995127.18 East : 936531.31

Line Course: S 68-25-06 W Length: 25.000

North: 995117.98 East : 936508.06

Perimeter: 312.000 Area: 3,275 sq. ft. 0.075 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.00 Course: S 90-00-00 E

Error North: 0.000 East : 0.000

Precision 1: 312,000,000.000

Parcel name: Lot 10

North: 995127.18 East : 936531.31

Line Course: N 21-34-54 W Length: 131.000

North: 995249.00 East : 936483.12

Line Course: N 68-25-06 E Length: 35.000

North: 995261.87 East : 936515.67

Line Course: S 21-34-54 E Length: 131.000

North: 995140.05 East : 936563.85

Line Course: S 68-25-06 W Length: 35.000

North: 995127.18 East : 936531.31

Perimeter: 332.000 Area: 4,585 sq. ft. 0.105 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.00 Course: S 90-00-00 E

Error North: 0.000 East : 0.000

Precision 1: 332,000,000.000

Parcel name: Lot 11

North: 995145.57 East : 936577.80

Line Course: N 21-34-54 W Length: 131.000

North: 995267.39 East : 936529.62

Line Course: N 68-25-06 E Length: 35.000

North: 995280.26 East : 936562.16

Line Course: S 21-34-54 E Length: 131.000

North: 995158.45 East : 936610.35

Line Course: S 68-25-06 W Length: 35.000

North: 995145.57 East : 936577.80

Perimeter: 332.000 Area: 4,585 sq. ft. 0.105 acres

Project: 17-033 Mon June 01 06:29:16 2020

Parcel Map Check

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.00 Course: S 90-00-00 E

Error North: 0.000 East : 0.000

Precision 1: 332,000,000.000

Parcel name: Lot 12

North: 995158.45 East : 936610.35

Line Course: N 21-34-54 W Length: 131.000

North: 995280.26 East : 936562.16

Line Course: N 68-25-06 E Length: 25.000

North: 995289.46 East : 936585.41

Line Course: S 21-34-54 E Length: 131.000

North: 995167.64 East : 936633.60

Line Course: S 68-25-06 W Length: 25.000

North: 995158.45 East : 936610.35

Perimeter: 312.000 Area: 3,275 sq. ft. 0.075 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.00 Course: S 90-00-00 E

Error North: 0.000 East : 0.000

Precision 1: 312,000,000.000

Parcel name: Lot 13

North: 995167.64 East : 936633.60

Line Course: N 21-34-54 W Length: 131.000

North: 995289.46 East : 936585.41

Line Course: N 68-25-06 E Length: 25.000

North: 995298.65 East : 936608.66

Line Course: S 21-34-54 E Length: 131.000

North: 995176.84 East : 936656.84

Line Course: S 68-25-06 W Length: 25.000

North: 995167.64 East : 936633.60

Perimeter: 312.000 Area: 3,275 sq. ft. 0.075 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.00 Course: S 90-00-00 E

Error North: 0.000 East : 0.000

Precision 1: 312,000,000.000

Parcel name: Lot 14

North: 995176.84 East : 936656.84

Line Course: N 21-34-54 W Length: 131.000

North: 995298.65 East : 936608.66

Line Course: N 68-25-06 E Length: 25.000

Project: 17-033 Mon June 01 06:29:16 2020

Parcel Map Check

North: 995307.85 East : 936631.91

Line Course: S 21-34-54 E Length: 131.000

North: 995186.03 East : 936680.09

Line Course: S 68-25-06 W Length: 25.000

North: 995176.84 East : 936656.84

Perimeter: 312.000 Area: 3,275 sq. ft. 0.075 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.00 Course: S 90-00-00 E

Error North: 0.000 East : 0.000

Precision 1: 312,000,000.000

Parcel name: Lot 15

North: 995186.03 East : 936680.09

Line Course: N 21-34-54 W Length: 131.000

North: 995307.85 East : 936631.91

Line Course: N 68-25-06 E Length: 25.000

North: 995317.05 East : 936655.15

Line Course: S 21-34-54 E Length: 131.000

North: 995195.23 East : 936703.34

Line Course: S 68-25-06 W Length: 25.000

North: 995186.03 East : 936680.09

Perimeter: 312.000 Area: 3,275 sq. ft. 0.075 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.00 Course: S 90-00-00 E

Error North: 0.000 East : 0.000

Precision 1: 312,000,000.000

Parcel name: Lot 16

North: 995195.23 East : 936703.34

Line Course: N 21-34-54 W Length: 131.000

North: 995317.05 East : 936655.15

Line Course: N 68-25-06 E Length: 35.000

North: 995329.92 East : 936687.70

Line Course: S 21-34-54 E Length: 131.000

North: 995208.10 East : 936735.88

Line Course: S 68-25-06 W Length: 35.000

North: 995195.23 East : 936703.34

Perimeter: 332.000 Area: 4,585 sq. ft. 0.105 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.00 Course: S 90-00-00 E

Error North: 0.000 East : 0.000

Precision 1: 332,000,000.000

Project: 17-033 Mon June 01 06:29:16 2020

Parcel Map Check

Parcel name: Lot 17

North: 995213.62 East : 936749.83

Line Course: N 21-34-54 W Length: 131.000

North: 995335.44 East : 936701.65

Line Course: N 68-25-06 E Length: 35.000

North: 995348.31 East : 936734.19

Line Course: S 21-34-54 E Length: 131.000

North: 995226.49 East : 936782.38

Line Course: S 68-25-06 W Length: 35.000

North: 995213.62 East : 936749.83

Perimeter: 332.000 Area: 4,585 sq. ft. 0.105 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.00 Course: S 90-00-00 E

Error North: 0.000 East : 0.000

Precision 1: 332,000,000.000

Parcel name: Lot 18

North: 995226.49 East : 936782.38

Line Course: N 21-34-54 W Length: 131.000

North: 995348.31 East : 936734.19

Line Course: N 68-25-06 E Length: 37.500

North: 995362.10 East : 936769.06

Line Course: S 21-34-54 E Length: 131.000

North: 995240.29 East : 936817.25

Line Course: S 68-25-06 W Length: 37.500

North: 995226.49 East : 936782.38

Perimeter: 337.000 Area: 4,912 sq. ft. 0.113 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.00 Course: S 90-00-00 E

Error North: 0.000 East : 0.000

Precision 1: 337,000,000.000

Parcel name: Lot 19

North: 995240.29 East : 936817.25

Line Course: N 21-34-54 W Length: 131.000

North: 995362.10 East : 936769.06

Line Course: N 68-25-06 E Length: 37.500

North: 995375.90 East : 936803.94

Line Course: S 21-34-54 E Length: 131.000

North: 995254.08 East : 936852.12

Line Course: S 68-25-06 W Length: 37.500

North: 995240.29 East : 936817.25

Perimeter: 337.000 Area: 4,912 sq. ft. 0.113 acres

Project: 17-033 Mon June 01 06:29:16 2020

Parcel Map Check

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.00 Course: S 90-00-00 E

Error North: 0.000 East : 0.000

Precision 1: 337,000,000.000

Parcel name: Lot 20

North: 995254.08 East : 936852.12

Line Course: N 21-34-54 W Length: 131.000

North: 995375.90 East : 936803.94

Line Course: N 68-25-06 E Length: 35.000

North: 995388.77 East : 936836.48

Line Course: S 21-34-54 E Length: 131.000

North: 995266.96 East : 936884.67

Line Course: S 68-25-06 W Length: 35.000

North: 995254.08 East : 936852.12

Perimeter: 332.000 Area: 4,585 sq. ft. 0.105 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.00 Course: S 90-00-00 E

Error North: 0.000 East : 0.000

Precision 1: 332,000,000.000

Project: 17-033 Mon June 01 06:29:55 2020

Parcel Area Listing

Parcel name: Lot 1

Perimeter: 332.000 Area: 4,585 sq. ft. 0.105 acres

Martin County, Florida
Growth Management Department
DEVELOPMENT REVIEW DIVISION
2401 SE Monterey Road, Stuart, FL 34996
772-288-5501 www.martin.fl.us

Plat Checklist Certification

Surveyor Certification

Plat Name: Hobe Sound Courtyards

Surveyor's Name: Gregory T. Tucker

PLS#: 6147

Company Name: Legacy Surveying and Mapping

Phone #: 561 - 746 - 8424

I have reviewed the above plat and find that it meets the requirements of Martin County Code, Volume 2, Land Development Regulations, Sec. 4.912, *Plat Requirements*, and Florida Statues, Chapter 177, Part 1, and Martin County Resolution 02-6.1, subject to exceptions noted in the comments, below.

JAN. 16, 2020
Date

PLS Signature

GREGORY T. TUCKER
Printed Name

MCLDR, Section 4.192; FS, Chapter 177, Part 1.

Paragraph Reference	Does Comply	Does not Comply	Comments
4.912.C.1	☒	☐	
4.912.C.2	☒	☐	
4.912.C.3	☒	☐	
4.912.C.4	☒	☐	
4.912.C.5; 4.912.E; FS.Ch.177	☐	☐	To be set
4.912.C.6 &7	☐	☐	After construction
4.912.C.8.a	☐	☐	N/A
4.912.C.8.b	☐	☐	N/A
4.912.C.8.c	☐	☐	N/A
4.912.C.9	☐	☐	N/A
4.912.C.10.a	☒	☐	
4.912.C.10.b	☒	☐	
4.912.C.10.c	☒	☐	
4.912.C.11	☐	☐	N/A
4.912.C.12; FS Ch.177	☐	☐	N/A
4.912.C.13	☐	☐	N/A
4.912.C.14	☒	☐	
4.912.C.15	☒	☐	
4.912.C.16	☐	☐	Waiting for approval
4.912.C.17	☒	☐	
4.912.C.18	☐	☐	N/A
4.912.C.19	☒	☐	
4.912.C.20	☒	☐	
4.912.C.21	☒	☐	
4.912.C.22	☒	☐	
4.912.C.23	☒	☐	
4.912.C.24	☐	☐	Waiting for approval

Notes: Dedications and reservations to homeowner associations (HOA) must be accepted by the HOA, including their maintenance obligations as well. This acceptance must be acknowledged.

PRMs must be set in the field and shown on the plat in accordance with FS Ch. 177 and subsection 4.912.E. At least four (4) permanent monuments no more than 800 feet apart shall be placed within the platted lands and on the exterior.

Martin County Resolution 02-6.1 Checklist

Paragraph Reference	Does Comply	Does not Comply	Comments
A	☒	☐	
B	☒	☐	
Dedication C-1, 2 & 3	☒	☐	
No dedication C-1	☐	☐	N/A
D	☒	☐	
E-for person	☐	☐	N/A
E-for corporation	☒	☐	
F-1	☒	☐	
F-2	☒	☐	
F-3	☒	☐	
F-4	☒	☐	
G	☒	☐	

DISCLOSURE OF INTEREST AFFIDAVIT

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared the undersigned person on the date set forth below, who, first being duly sworn, deposes and says under penalties of perjury:

1. That the record property owner(s) of the Real Property described in **Exhibit "A"** to this Affidavit is (are) as follows:

Name	**Address**
Hobe Sound Townhouse II, LLC	9508 Windy Ridge Rd. Windermere, FL 34786

(If more space is needed attach separate sheet)

2. That the following is a list of every natural person and entity with any legal or equitable interest in the property (as defined in Section 10.2.B.3. Land Development Regulations, Martin County Code):

Name	**Address**	**Interest**
Jeff Gelman	9508 Windy Ridge Rd. Windermere, FL 34786	100%

(If more space is needed attach separate sheet)

3. That the following is a list of those, who have any interest in a contract for sale of the property, or a conveyance of any interest in the property, including but not limited to, real estate brokers and salespersons; and any and all mortgagees of the property:

Name	**Address**	**Interest**
N/A	N/A	N/A

(If more space is needed attach separate sheet)

4. That the following is a list of all other applications for which the applicant has an interest as defined in subsection b. and c. of Section 10.2.B.3. Land Development Regulations, Martin County Code currently pending before Martin County. The list shall include any development applications, waiver applications, road opening applications, and lien reduction requests.

Application Name and/or Project Number	**Names & Addresses of Parties involved**	**Date**	**Type of Application**	**Status of Application***
H094-009	Jeff Gelman Hobe Sound Village		Master & Final Major	Ongoing

(If more space is needed attach separate sheet)

- Status defined as:
  A = Approved

P = Pending
D = Denied
W = Withdrawn

This Affidavit is given for the purpose of establishing compliance with the provisions of Section 10.2.B.3 Land Development Regulations; Martin County Code.

FURTHER AFFIANT SAYETH NOT.

AFFIANT

JEFFREY GELMAN
MANAGER : HOBE SOUND TOWNHOUSE II, LLC

STATE OF Florida
COUNTY OF Orange

The foregoing Disclosure of Interest Affidavit was sworn to, affirmed and subscribed before me this 20 day of January ~~201~~2020, by Jeffrey Gelman, (who is personally known to me or have produced n/a as identification.

Notary Public, State of Florida
Print Name: Lori Anne Demarco
My Commission Expires: 8/28/2023

(Notary Seal)

LORI ANNE DEMARCO
Notary Public-State of Florida
Commission # GG 908503
My Commission Expires
August 28, 2023

Exhibit "A"
(Disclosure of Interest and Affidavit)
(Legal Description)

Hobe Sound Courtyards

PARCEL 1: THE WESTERLY ONE-HALF OF THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN MARTIN COUNTY, FLOR IDA:

COMMENCE AT THE NORTHWEST CORNER OF LOT 9D. OF GOMEZ GRANT WEST OF INDIAN RIVER. AS RECORDED IN PLAT BOOK 1, PAGE 80 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY (NOW MARTIN COUNTY). FLORIDA; THENCE RUN EASTERLY ALONG THE NORTH LINE OF THE AFORESAID LOT 90, A DISTANCE OF 1.344.90 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF SECOND AVENUE; THENCE RUN SOUTHERLY ALONG THE WEST RIGHT-OF-WAY LINE OF SECOND AVENUE, A DISTANCE OF 305 FEET TO A POINT;THENCE RUN WESTERLY ON A LINE PARALLEL WITH THE NORTH BOUNDARY LINE OF LOT90, A DISTANCE OF 1,344.90 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE AFORESAID LOT 90; THENCE RUN NORTHERLY ALONG SAID WEST LINE OF LOT 9D TO THE POINT OF BEGINNING, LESS HOWEVER, THE RIGHT-OF-WAY OF U.S. HIGHWAY ONE AND LESS AND EXCEPT THE NORTH 275 FEET OF THE WEST 350 FEET THEREOF:

AND

PARCEL 2: THE EAST HALF OF THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN MARTIN COUNTY,FLORIDA:

COMMENCE AT THE NORTHWEST CORNER OF LOT 90, GOMEZ GRANT WEST OF RIVER, AS RECORDED IN PLAT BOOK 1, PAGE 80, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY (NOW MARTIN COUNTY). FLORIDA; THENCE RUN EASTERLY ALONG THE NORTH LINE OF AFORESAID LOT 90 A DISTANCE OF 1,344.90 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF SECOND AVENUE; THENCE RUN SOUTHERLY ALONG WEST RIGHT-OF-WAY LINE OF SECOND AVENUE, A DISTANCE OF 305 FEET TO A POINT; THENCE RUN WESTERLY ON A LINE PARALLEL WITH THE NORTH BOUNDARY LINE OF LOT 90, A DISTANCE OF 1,344.90 FEET, MORE OR LESS, TO THE WESTERLY LINE OF THE AFORESAID LOT 90; THENCE RUN NORTHERLY ALONG SAID WEST LINE OF LOT 90 TO THE POINT OF BEGINNING, LESS HOWEVER THE RIGHT-OF-WAY OF U.S. HIGHWAY ONE.

D-Signs, LLC
911 S.E. Hillcrest Ave.
Stuart, FL 34994

March 17, 2020

HJA Design Studio
50 East Ocean Blvd.
Stuart, FL 34994

REF: Hobe Sound Courtyards #A006-005

Attn::

This Letter is to Certify that the above referenced sign(s) were installed per Martin County requirements. This sign was posted according to and complies with the standards of the notice provisions of Article 10, Section 10:6 Development Review Procedures.

Kurt C. Larsen

3/17/20
Date

State of Florida
County of Martin

Kurt C. Larsen, who is personally known to me, who did not take an oath, acknowledged the foregoing instrument before me on 3/17/2020.

JUANITA SMITH
Notary Public, State of Florida
Commission No. GG 953580
My Comm. Exp. Feb. 11, 2024


NOTICE
OF PLAT APPLICATION
HOBE SOUND COURTYARD PLAT APPROVAL
THIS PROPERTY IS SUBJECT OF AN APPLICATION
FOR A MINOR DEVELOPMENT PLAT
MARTIN COUNTY GROWTH
MANAGEMENT DEPARTMENT
Call 772-288-5495
APPLICATION # A066-005


NOTICE
OF PLAT APPLICATION
HOBE SOUND COURTYARD PLAT APPROVAL
THIS PROPERTY IS SUBJECT OF AN APPLICATION
FOR A MINOR DEVELOPMENT PLAT
MARTIN COUNTY GROWTH
MANAGEMENT DEPARTMENT
Call 772-288-5495
APPLICATION # A066-005

Prepared By:
Martin County Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

[blank space above reserved for recording information]

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA
DEVELOPMENT ORDER

RESOLUTION NUMBER _____

[REGARDING DENIAL OF PLAT
FOR HOBE SOUND COURTYARDS]

WHEREAS, this Board has made the following determinations of fact:

1. Hobe Sound Townhouse II, LLC, submitted an application for plat approval for the Hobe Sound Courtyards project, located on lands legally described in Exhibit A, attached hereto.
2. This Board considered such application at a public meeting on July 13, 2020.
3. At the public meeting, all interested parties were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT:

A. The request for plat approval for Hobe Sound Courtyards project is denied, for the following XXXX.

B. This resolution shall be recorded in the public records of Martin County. A copy of this resolution shall be forwarded to the applicant(s) by the Growth Management Department subsequent to recording.

DULY PASSED AND ADOPTED THIS ___ DAY OF JULY, 2021.

ATTEST:

BY:_____
CAROLYN TIMMANN
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: _____
STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY: _____
KRISTA A. STOREY
SENIOR ASSISTANT COUNTY ATTORNEY

ATTACEMENTS:
Exhibit A, Legal Description
Exhibit B, Revised Final Site Plan

BCC MEETING DATE: July 13, 2021
AGENDA ITEM: DPQJ-1

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners **DATE:** July 2, 2021

VIA: Taryn Kryzda
County Administrator

FROM: Peter Walden, AICP, Principal Planner

REF: 21-0899
SUBJECT: **REQUEST PLAT APPROVAL FOR THE HOBE SOUND COURTYARDS PROJECT (A066-005)**

The following items are attached:

-Contract for Construction of Required Improvements and Infrastructure with Engineer's Opinion of Probable Cost
-Surety/ Letter of Credit

TK/pw
Attachments

Reviewed by County Attorney's Office

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CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS AND INFRASTRUCTURE FOR HOBE SOUND COURTYARDS

THIS CONTRACT, made and entered into this _____ day of _____, 2021, by and between Hobe Sound Townhouse II, LLC, hereinafter referred to as Developer, and Martin County, a political subdivision of the State of Florida, hereinafter referred to as County.

W I T N E S S E T H:

WHEREAS, the Developer has made application to County for approval and recordation of the plat of Hobe Sound Courtyards; and

WHEREAS, completion of certain improvements and infrastructure is required prior to plat recordation; and

WHEREAS, Section 4.913.B, Land Development Regulations, Martin County Code, provides that in lieu of completion of the required improvements and infrastructure prior to plat recordation, security may be posted to insure completion.

NOW THEREFORE, the Developer and County agree as follows:

1. By May 20, 2022, Developer shall complete the required improvements and infrastructure for the above referenced project pursuant to the final site plan approved on May 20, 2020, and construction plans accepted by the County Engineer or her designee, hereinafter referred to as the County Engineer. The itemized list of required improvements and infrastructure is more particularly set forth in Exhibit A, attached hereto and made a part hereof.

2. The Developer shall supply the County with security, in a form acceptable to the Board of County Commissioners, in the amount of $132,608.70. Said security is attached as Exhibit B, which represents one hundred percent (100%) of the estimated cost of the completion of the required improvements and infrastructure as submitted by a professional engineer licensed in the State of Florida and accepted by the County Engineer and as shown on Exhibit A. The expiration date for any security provided shall be no sooner than fifteen (15) months after the completion date for the required improvements as set forth in

Paragraph 1 above, which is comprised of the warranty period plus three months.

3. The required improvements and infrastructure shall be constructed in full compliance with the specifications and requirements of the County under the supervision of Developer's Engineer. When complete, Developer's Engineer shall furnish an Engineer's Certification of Construction Completion to the County Engineer for acceptance.

4. Release of Security

a. Upon receipt of the Engineer's Certification of Construction Completion and a request to release up to ninety percent (90%) of the posted security, the County Engineer will perform a site acceptance inspection of the constructed improvements and infrastructure with the Developer's Engineer. Should it be determined that all improvements and infrastructure are complete and acceptable to the County Engineer, up to ninety percent (90%) of the posted security shall be released accordingly. At the request of the Developer's Engineer in the form of a reduction schedule, partial releases may be authorized by the County Engineer up to ninety percent (90%) of the posted security as work is completed and accepted. The remaining ten percent (10%) shall be held as warranty security.

b. In the event Developer's Engineer and the County Engineer agree that certain "punchlist" items remain outstanding, one-hundred (100%) of the value of said "punchlist" items shall be added to the ten percent (10%) and included as warranty security.

c. The warranty security shall be held for the additional fifteen (15) months from the date of the site acceptance by the County Engineer, at which time the Developer's Engineer shall request its release and the County Engineer will perform a final inspection. If all improvements and infrastructure, including "punchlist" items, are free of defects due to faulty field engineering, construction, workmanship, or materials, the warranty security shall be released by the County Engineer.

5. In the event the required improvements and infrastructure are not completed

by the date set forth in Paragraph 1, or Developer fails to maintain the required security as set forth in Paragraph 2, or the County is advised that the term of the required security will not be extended, County shall have, and is hereby granted, the right to cause the required improvements and infrastructure to be made and to use the security provided herewith for payment of all costs and expenses incurred in the construction thereof, including but not limited to, engineering, legal, and contingent costs. Furthermore, it is agreed by the parties hereto that County shall be reimbursed from the security provided for any damages, either direct or consequential, which the County may sustain as a result of the failure of Developer to carry out and execute all of the provisions of this Contract. County shall have the option to construct and install the required improvements with County employees and equipment, or pursuant to public advertisement and receipt of bids, in the event of Developer's failure or refusal to do so in accordance with the terms of this Contract. In the event that the total costs incurred in construction and full completion of the improvements exceeds the amount of security provided, such additional costs shall be paid by Developer on written demand by the County Engineer.

6. Developer designates the following person as its representative to be contacted and to receive all notices regarding this Contract:

Matt Basaraba – Project Manager
Name

9508 Windy Ridge Road
Address

Windermere FL, 34786
City, State and Zip

772-546-4197
Telephone

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be made and entered into the day and year first written above. The date of this Contract shall be the date on which this Contract was approved by the Board of County Commissioners.

Exhibit A – Engineer's Opinion of Probable Cost
Exhibit B – Security Form

[Corporation Execution Form]

OWNER/DEVELOPER

WITNESSES:

Name MATT BASRABA

Name Taylor Barton

CORPORATION:

Hobe Sound Townhouse II, LLC

Name of Corporation

By: _____

Name: Jeffrey Gelman

Title: Manager

Attest: _____

Secretary

Date: 6.28.21

Address: 9508 Windy Ridge Road

Windermere FL, 34786

STATE OF Florida

COUNTY OF Orange

The foregoing Contract for Construction of Required Improvements and Infrastructure was acknowledged before me by means of X physical presence or ____ online notarization this 28 day of June, 2021, by Jeffrey Gelman, Manager of Hobe Sound Townhouse II, LLC who X is personally known to me or ____ produced _____ as identification.

[NOTARY STAMP]

TAYLOR BARTON
Notary Public-State of Florida
Commission # HH 79491
My Commission Expires
January 11, 2025

NOTARY PUBLIC

Name: Taylor Barton

My Commission Expires: 1/11/25

COUNTY

ATTEST

Carolyn Timmann, Clerk of the Circuit Court and Comptroller

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Stacey Hetherington, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Krista A. Storey
Senior Assistant County Attorney

MARTIN COUNTY ENGINEERING DEPARTMENT
ENGINEER'S OPINION OF PROBABLE COST

PROJECT NAME: Algozzini Place ON SITE ONLY **PHASE/PARCEL/PLAT:** PLAT

ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
EARTHWORK/SITEWORK				
a) Mobilization	1	LS	$500.00	500.00
b) Clearing, grading and grubbing	0.0	AC	$3,000.00	0.00
c) Excavation (cut)	0	CY	$7.00	0.00
d) Embankment (fill)	0	CY	$12.50	0.00
e) Sod and seed/mulch	1,100	SY	$2.00	2,200.00
f) Concrete disposal	0.0	TN	$60.00	0.00
g) Erosion control	1	LS	$500.00	500.00
h) Fencing/railing	0	LS	$0.00	0.00
i) Materials testing	0	LS	$0.00	0.00
			Subtotal	**3,200.00**
ROADWORK				
a) Asphalt milling, 1" avg.	0	SY	$1.50	0.00
b) Stabilized subgrade, roll in place	0	SY	$3.00	0.00
c) Stabilized subgrade, Type B, 12" thick	0	SY	$7.50	0.00
d) Paving base, optional base group 6	0	SY	$12.50	0.00
e) Paving base, optional base group 9	0	SY	$15.50	0.00
f) Paving base, other	0	SY	$0.00	0.00
g) Asphaltic concrete, SP-9.5, 1-1/2" thick	0	SY	$15.00	0.00
h) Asphaltic concrete, SP-9.5, 2 1/2" thick	0	SY	$25.00	0.00
i) Asphaltic concrete, SP-9.5, 3" thick	0	SY	$30.00	0.00
j) Asphalt overlay, SP-9.5 (<= 150 tons)	0.0	TN	$150.00	0.00
k) Asphalt overlay, SP-9.5 (> 150 tons)	0.0	TN	$120.00	0.00
l) Pervious asphalt or concrete	0	SY	$60.00	0.00
m) Concrete curb & gutters	0	LF	$14.25	0.00
q) Sidewalk, 6' wide	0	LF	$25.00	0.00
r) Maintenance of traffic (M.O.T.)	1	LS	$500.00	500.00
			Subtotal	**500.00**
DRAINAGE				
a) Inlets / Manholes (<10' depth)	0	EA	$3,000.00	0.00
b) Inlets / Manholes (10' or > depth)	0	EA	$4,000.00	0.00
c) Control structures	0	EA	$6,000.00	0.00
d) Endwalls	0	CY	$700.00	0.00
e) Rip-rap	0	CY	$80.00	0.00
f) Storm culvert, 15" dia. or equiv.	0	LF	$28.00	0.00
g) Storm culvert, 18" dia. or equiv.	0	LF	$34.00	0.00
h) Storm culvert, 24" dia. or equiv.	0	LF	$48.00	0.00
i) Storm culvert, 30" dia. or equiv.	0	LF	$65.00	0.00

RECEIVED
APR 20 2021
BY:

MARTIN COUNTY ENGINEERING DEPARTMENT
ENGINEER'S OPINION OF PROBABLE COST

j)	Storm culvert, 36" dia. or equiv.	0	LF	$88.00	0.00
k)	Storm culvert, 48" dia. Or equiv.	0	LF	$125.00	0.00
l)	Exfiltration trench	0	LF	$100.00	0.00
				Subtotal	**0.00**
UTILITIES					
a)	Water main, 4"	0	LF	$13.00	0.00
b)	Water main, 6"	0	LF	$17.50	0.00
c)	Water main, 8"	0	LF	$23.50	0.00
d)	Water main, 10"	0	LF	$31.25	0.00
e)	Water main, 12"	0	LF	$40.00	0.00
f)	Water service, single	0	EA	$790.00	0.00
g)	Water service, double	0	EA	$930.00	0.00
h)	Fire hydrant assembly	0	EA	$3,600.00	0.00
i)	Sewer main, 8" gravity (<=8' depth)	0	LF	$28.00	0.00
j)	Sewer main, 8" gravity (<8'-12' depth)	0	LF	$43.00	0.00
k)	Sewer main, 8" gravity (<12'-16' depth)	0	LF	$88.00	0.00
l)	Sewer main, 8" gravity (<16'-20' depth)	0	LF	$104.00	0.00
m)	Sewer main, force, (4")	0	LF	$13.50	0.00
n)	Sewer manhole (<=8' depth)	0	EA	$2,900.00	0.00
o)	Sewer manhole (<8'-12' depth)	0	EA	$3,850.00	0.00
p)	Sewer manhole (<12'-16' depth)	0	EA	$5,500.00	0.00
q)	Sewer manhole (<16'-20' depth)	0	EA	$8,800.00	0.00
r)	Sewer lateral, single	0	EA	$900.00	0.00
s)	Sewer lateral, double	0	EA	$1,100.00	0.00
t)	Lift Station	0	EA	$0.00	0.00
u)	Directional drill (<= 6" dia.)	0	LF	$50.00	0.00
v)	Directional drill (8"-10" dia.)	0	LF	$88.00	0.00
w)	Directional drill (12" or > dia.)	0	LF	$140.00	0.00
				Subtotal	**$0.00**
TRAFFIC					
a)	Signage	1	LS	$1,500.00	1,500.00
b)	Striping	1	LS	$1,000.00	1,000.00
c)	Control devices (signals)	0	EA	$0.00	0.00
				Subtotal	**$2,500.00**
SURVEY					
a)	Setting P.C.P.'s	1	LS	$2,000.00	2,000.00
b)	Setting and replacing all P.R.M.'s	1	LS	$3,000.00	3,000.00
c)	Setting all lot corners	1	LS	$1,500.00	1,500.00
				Subtotal	**$6,500.00**

MARTIN COUNTY ENGINEERING DEPARTMENT
ENGINEER'S OPINION OF PROBABLE COST

MISCELLANEOUS

a)	Paver Brick	3906	SY	$21.50	83,979.00
b)	10% total on-site infrastructure	0.1		$359,297.00	35,929.70
c)		0		$0.00	0.00
				Subtotal	**$119,908.70**

TOTAL ESTIMATED COST OF IMPROVEMENTS **$132,608.70**

Disclaimer

1) Unit prices pre-entered on this spreadsheet reflect Martin County annual requirements contractors' unit prices and should not be modified without the approval of the County Engineer or his designee.

Prepared by: Melissa G. Corbett
Professional Engineer's Name

Professional Engineer's Signature / Seal

MELISSA G. CORBETT LICENSE No 59292 STATE OF FLORIDA PROFESSIONAL ENGINEER

59292
P.E. No.

April 19, 2021
Date

The MilCor Group, Inc. CA #28246
Firm's Name and Licensed Business No. (if applicable)

11975 SE Federal Hwy., Hobe Sound, FL 33455
Firm's Address

772-223-8850
Phone No.

4-20-2021
County Engineer's (or designee) Acceptance

[ISSUING INSTITUTION'S LETTERHEAD]

Irrevocable Letter of Credit No. _____
Amount: $132,608.70
Issue Date: _____
Expires: _____

Board of County Commissioners
Martin County, Florida
2401 S.E. Monterey Road
Stuart, Florida 34996

Re: Martin County Project No. A066-004 (Hobe Sound Courtyards)
Performance Obligations

Dear Commissioners:

_____ ("Bank") hereby establishes and opens its Irrevocable Letter of Credit No. _____ in favor of the Board of County Commissioners of Martin County, Florida ("County") for the account of Hobe Sound Townhouse II, LLC ("Applicant") in the amount of $132,608.70, effective as of _____, available to the County upon written demand for payment to the Bank as set forth below.

We understand that this letter of credit is for the purpose of securing the Applicant's performance of the work specified in the Contract for Construction of Required Improvements and Infrastructure for Hobe Sound Courtyards (Contract) between the Applicant and the County dated _____ _____, 2021, and to indemnify, defend and hold harmless the County for damages and costs (including attorneys' fees) it incurs in the event the Applicant defaults on such maintenance obligations.

Funds under this letter of credit are available to the County hereunder not exceeding the aggregate amount of this letter of credit against the County's sight draft upon mentioning our Letter of Credit No. _____, accompanied by a statement signed by the authorized officer or agent of the County to the effect that: (a) the Applicant has defaulted on its obligations to perform the work under Contract and (b) it is the County's right and/or obligation to perform and complete the work called for under the terms of the Contract; and (c) the County's claim includes the costs of performing and completing the work and contingent costs and expenses, together with any damages, either direct or consequential which the County may sustain on account of failure of the Applicant to carry out and execute its obligations to perform and complete the work under the Contract; and (d) the County will promptly refund to the Bank any portion of such funds drawn which exceeds the costs and damages to the County as a result of the Applicant's default of such obligations.

This letter of credit expires on _____ _____, 20___ ("Expiration Date").

If we receive the County's sight draft and statement as mentioned above here [INSERT BANK'S ADDRESS] on or prior to the expiration date, we will promptly honor the same.

Bank agrees that partial, multiple and successive demands for payment may be made by County up to and including the expiration date.

Sincerely,

WITNESS 1:

[NAME OF BANK]

By: _____
Name: _____

By: _____
Name: _____
Title:_____

WITNESS 2:

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing Irrevocable Letter of Credit was acknowledged before me by means of ____ physical presence or ____ online notarization this _____ day of _____, 20___, by _____, as _____ (Title) of _____ (Bank), who (___) is personally known to me or (____) has produced _____ as identification.

NOTARY PUBLIC

[SEAL]

_____
Name Printed:
My Commission Expires:

Agenda Item Summary

File ID: 21-0900 DPQJ-2 **Meeting Date:** 7/13/2021

PLACEMENT: Departmental - Quasi-Judicial

TITLE:

REQUEST FOR APPROVAL OF THE FLORIDIAN GOLF CLUB, FIFTH AMENDMENT TO THE PUD ZONING AGREEMENT, REVISED MASTER SITE PLAN, REVISED PHASING PLAN AND A REVISED PHASE 3 FINAL SITE PLAN (F099-031) AND REVISED PAMP

EXECUTIVE SUMMARY:

This is a request for approval of the Fifth Amendment to the Floridian Golf Club Planned Unit Development Zoning Agreement including a revised master site plan and revised phasing plan and a revised Phase 3 final site plan and Preserve Area Management Plan. The Floridian Golf Club is located on SW Murphy Road in Palm City and straddles the Martin and St. Lucie County Line. The approximately 122 acres in Martin County includes an 18-hole golf course, club facilities, 33 residential units and the associated infrastructure. Included is a request for a Certificate of Public Facilities Reservation.

DEPARTMENT: Growth Management

PREPARED BY: **Name:** Peter Walden, AICP
Title: Principal Planner

REQUESTED BY: Lucido and Associates, Morris A. Crady, AICP

PRESET:

PROCEDURES: Quasi-Judicial

BACKGROUND/RELATED STRATEGIC GOAL:

This is a request for approval of the Fifth Amendment to the Floridian Golf Club Planned Unit Development (PUD) Zoning Agreement including a revised master site plan and a revised Phase 3 final site plan. The Floridian Golf Club is located on SW Murphy Road in Palm City and it straddles the Martin and St. Lucie County line. The property borders the C-23 canal where it flows into the St. Lucie River. The project includes a golf course and associated amenities along with 33 homesites and the associated infrastructure. Included with this application is a request for a Certificate of Public Facilities Reservation.

The Floridian Golf Club PUD Zoning Agreement and master site plan were originally approved in 2012. The project is comprised of 6 phases with most of the infrastructure and amenities in place.

The Fifth Amendment proposes to fill in the existing boat basin located between lots 17 and 18. A

living shoreline and rip rap will be added similar to existing shoreline treatments existing onsite. The 2 existing golf villas are proposed to be conveyed as condominium units.

This application was not required to be heard by the Local Planning Agency pursuant to Section 10.5.F.9 LDR.

The following supporting items are attached:
Staff Report
Fifth PUD amendment
Resolution to Approve Phase 3
Revised Master Plan
Revised Phasing Plan
Revised Phase 3 Final Site Plan
Revised PAMP (Preserve Area Management Plan)
Application Materials
Construction Plans
Disclosure of Interest
Sign Posting Certification
Resolution to Deny

ISSUES:

There are no unresolved issues associated with this application.

LEGAL SUFFICIENCY REVIEW:

Because this request involves the application of a policy to a specific application and site, it is a quasi -judicial decision. Quasi-judicial proceedings must be conducted with more formality than a legislative proceeding. In quasi-judicial proceedings, parties are entitled - as a matter of due process - to cross-examine witnesses, present evidence, demand that witnesses testify under oath, and demand a decision based on a correct application of the law and competent substantial evidence in the record.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board receive and file the Agenda Item and all its attachments including the staff report as Exhibit 1.
Move that the Board approve the request for the Fifth Amendment to the Floridian Golf Club PUD including the revised master and phasing plan and the revised Phase 3 final site plan.

ALTERNATIVE RECOMMENDATIONS

None

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment ☐ Chair Letter ☒ Contract / Agreement

☐ Grant / Application ☐ Notice ☐ Ordinance ☒ Resolution

☐ Other:

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MARTIN COUNTY, FLORIDA
DEVELOPMENT REVIEW

STAFF REPORT

A. Application Information

THE FLORIDIAN GOLF CLUB PUD
5TH AMENDMENT TO THE PUD, REVISED MASTER AND PHASING PLAN AND PHASE 3 FINAL SITE PLAN

Applicant:	Floridian National Golf Club, LLC
Property Owner:	Floridian National Golf Club, LLC
Agent for the Applicant:	Morris A. Crady, AICP, Lucido & Associates
County Project Coordinator:	Peter Walden, AICP, Principal Planner
Growth Management Director:	Paul Schilling
Project Number:	F099-031
Record Number:	DEV2019110004
Report Number:	2020_0610_F099-031_Staff_Final.docx
Application Received:	12/27/2019
Transmitted:	12/27/2019
Staff Report:	02/20/2020
Resubmittal Received:	04/08/2021
Transmitted:	04/08/2021
Date of Report:	06/10/2021

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B. Project description and analysis

Request approval for the 5th amendment to the Floridian Golf Club PUD agreement and concurrent revised master and revised phase 3 final site plan approval. The Floridian Golf Club is located on SW Murphy Road in Palm City and is straddles the Martin and St. Lucie County line. The property borders the C-23 canal where it flows into the St. Lucie River. The project includes a golf course and associated amenities along with 56 homesites and the associated infrastructure. Included with this application is a request for a Certificate of Public Facilities Reservation.

The Floridian Golf Club PUD and master site plan was originally approved in 2012. The project is comprised of 6 phases with most of the infrastructure and amenities in place.

The 5th amendment proposes to fill in the existing boat basin located between lots 17 and 18. A living shore line and rip rap will be added similar to existing shoreline treatments existing onsite. The 2 existing

Golf villas will be permitted to be conveyed as condominium units.

C. Staff recommendation

The specific findings and conclusion of each review agency related to this request are identified in Sections F through T of this report. The current review status for each agency is as follows:

Section	Division or Department	Reviewer	Phone	Assessment
F	Comprehensive Plan	Peter Walden	219-4923	Comply
F	ARDP	Samantha Lovelady	288-5664	Done
G	Development Review	Peter Walden	219-4923	Comply
H	Urban Design	Santiago Abasolo	288-5485	N/A
H	Community Redevelopment	Santiago Abasolo	288-5485	N/A
I	Property Management	Colleen Holmes	288-5794	N/A
J	Environmental	Shawn McCarthy	288-5508	Comply
J	Landscaping	Karen Sjoholm	288-5909	N/A
K	Transportation	Lukas Lambert	221-2300	Comply
L	County Surveyor	Tom Walker	288-5928	N/A
M	Engineering	Clark Bridgman	288-5416	Comply
N	Addressing	Emily Kohler	288-5692	Comply
N	Electronic File Submission	Emily Kohler	288-5692	Comply
O	Water and Wastewater	James Christ	320-3034	Comply
O	Wellfields	James Christ	320-3034	Comply
P	Fire Prevention	Doug Killane	419-5396	Comply
P	Emergency Management	Sally Waite	219-4942	N/A
Q	ADA	Clark Bridgman	288-5416	N/A
R	Health Department	Todd Reinhold	221-4090	N/A
R	School Board	Kimberly Everman	223-3105	Comply
S	County Attorney	Krista Storey	288-5443	Review Ongoing
T	Adequate Public Facilities	Peter Walden	219-4923	Comply

D. Review Board action

This is an application requesting approval of a Revised PUD Final Site Plan for a phased PUD that has an approved Master Site Plan. This application is classified as a major development which has received a prior site plan approval. As such, final action on this request for approval is required by the Board of County Commissioners at a public meeting pursuant to Section 10.5.F.9., Land Development Regulations, Martin County, Fla., (2019).

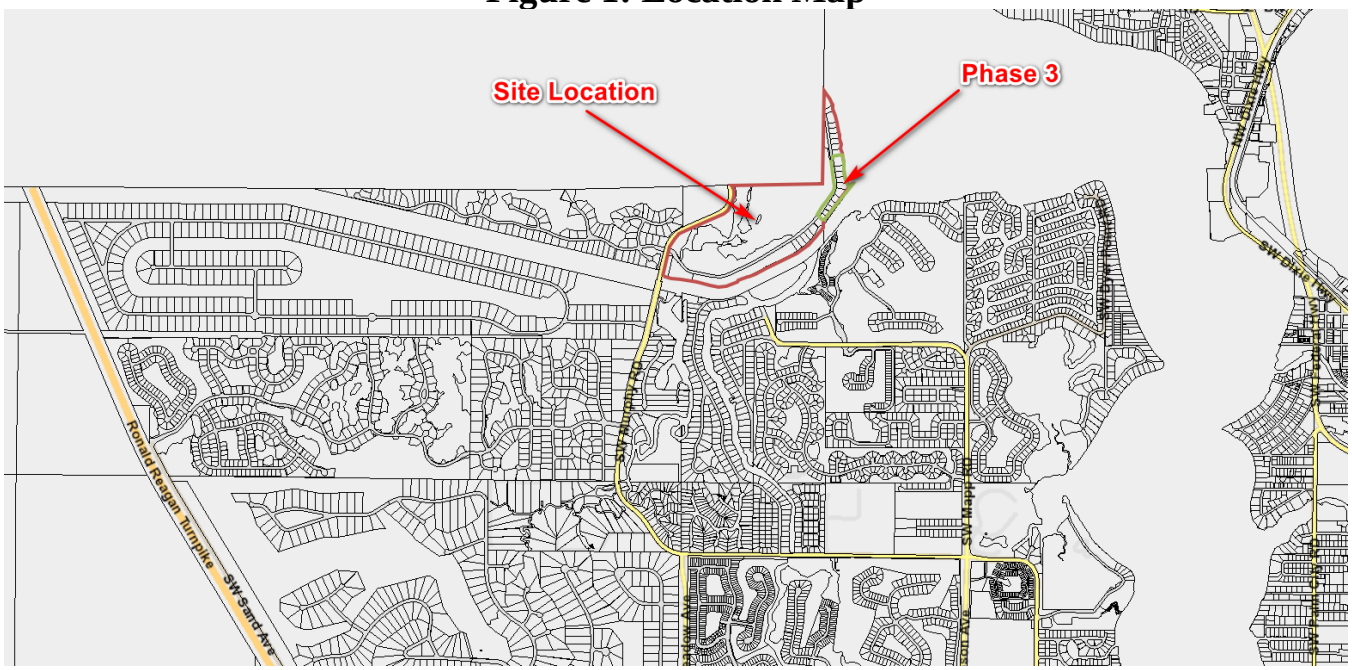
Pursuant to Section 10.5.F.9., Land Development Regulations, Martin County, Fla., a review of this application is not required by the Local Planning Agency (LPA).

E. Location and site information

Parcel number(s) and address:
013840020000000100 Unaddressed, Tract 1

Existing Zoning: PUD, Planned Unit Development
Future land use: FLU-ES-2, Future Land Use Estate Res 2 Unit/Acre

Figure 1: Location Map



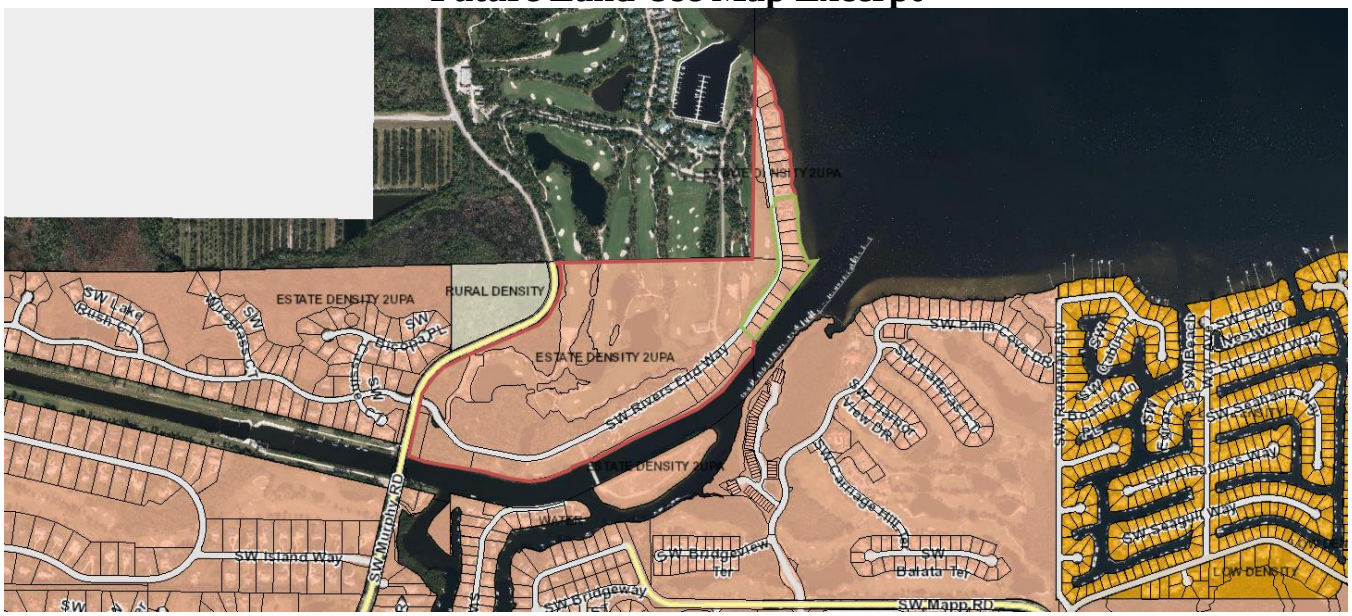
Aerial



Zoning Atlas Excerpt



Future Land Use Map Excerpt



Development Overlay


SW Palm Cove Dr
SW Riverview Dr
SW Riverview Dr
SW Palm Cove Dr
SW Riverview Dr
SW Riverview Dr
SW Riverview

(a) Protect environmentally sensitive areas and/or historic resources; and
(b) Specify those receiving zones in the Primary Urban Service District that can accept additional density and where in-fill development allows for new development and redevelopment of previously underused portions of the Primary Urban Service District.

Staff has reviewed this application and finds that that it complies with the LDR, as detailed within this report. Staff recommends approval of this development application as consistent with the guidelines and standards of the applicable Comprehensive Plan goals, objectives and policies, as implemented in the LDR, and subject to any conditions in this report.

Findings of Compliance:
Staff has reviewed this application and finds that it complies with the LDR, as detailed within this report. Staff recommends approval of this development application as consistent with the guidelines and standards of the applicable Comprehensive Plan goals, objectives and policies, as implemented in the LDR.

G. Determination of compliance with land use, site design standards, zoning, and procedural requirements - Growth Management Department

Findings of Compliance:
The Growth Management Department Development Review Division staff has reviewed the application and finds it in compliance with the applicable regulations. There are no unresolved land use, zoning or procedural requirements issues associated with this application.

Additional Information:

Information #1:
Timetable Of Development - Final
The timetable of development for final site plans require all permits to be obtained within one year of approval and require all construction to be completed within two years of approval. MARTIN COUNTY, FLA., LDR SECTIONS 10.1. AND 5.32. (2016)

H. Determination of compliance with the urban design and community redevelopment requirements – Community Development Department

Commercial Design

The proposed project is not located within the General Commercial, Limited Commercial, Commercial Office/Residential or Waterfront Commercial Future Land Use Designations. Therefore, the Commercial Design reviewer was not required to review this application. MARTIN COUNTY, FLA., LDR SECTION 4.871.B. (2016)

Community Redevelopment Area

The proposed project is not located within a Community Redevelopment Area. Therefore, the Community Redevelopment Area reviewer was not required to review this application. MARTIN COUNTY, FLA., LDR ARTICLE 3, DIVISION 6 (2016)

I. Determination of compliance with the property management requirements – Engineering Department

No dedication of additional right of way is required or proposed by the Applicant pursuant to the Roadway Classifications set forth in Section 4.843.B, Land Development Regulations, Martin County, Fla. (2001), which includes Table 4.19.1 that lists the minimum right-of-way requirements. Therefore, the Applicant is not required to submit due diligence materials for review by Real Property Management.

J. Determination of compliance with environmental and landscaping requirements - Growth Management Department

Environmental

Finding of Compliance:
The Growth Management Department Environmental Division staff has reviewed the application and finds it in compliance with the applicable land development regulations.

Landscape

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this application as currently proposed, pursuant to Section 10.1., LDR, Martin County, Fla. (2019)

K. Determination of compliance with transportation requirements - Engineering Department

Findings of Compliance:
This application satisfies the Adequate Public Facilities Standard; it is exempt as it is a development, a development alteration, or an expansion that does not create additional impact on the roadway network. [Martin County, Fla., LDR Article 5, Division 2, Section 5.32 (2009)]

L. Determination of compliance with county surveyor - Engineering Department

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this application as currently proposed, pursuant to Section 10.1., LDR, Martin County, Fla. (2019)

M. Determination of compliance with engineering, storm water and flood management requirements - Engineering Department

Findings of Compliance:
The application was reviewed for compliance with the following Divisions of the Land Development Regulations. Staff's finding is summarized after each:

Division 8- Excavation, Fill, and Mining: The applicant demonstrated in the Engineer's Opinion of Probable Excavation, Fill, and Hauling that the amount of proposed excavation is less than the amount of fill needed for the site; therefore, hauling material from the site is not approved with this Development Order. The applicant demonstrated compliance with Division 8.

Division 9- Stormwater Management: The applicant proposes to fill the Boat Basin within Lots 17 and 18 of The Floridian Phase 3. In addition to filling the Boat Basin, 12 additional lots along the North Fork St Lucie River will be developed and graded with side lot swales and flows consistent with the approved Floridian Master Stormwater Management System. Per the Engineer's Statement of December 18, 2019, "There are no proposed modifications to the Floridian Master Stormwater Management System (the"SWMS") or outfall. Water quality and attenuation will continue to be provided in the SWMS. The applicant previously demonstrated the water quality volume is being met in the existing Floridian Master Drainage System prior to discharge; thereby, the required attenuation, flood protection, and water quality treatment is in compliance with Division 9.

Division 10 - Flood Protection: This site does not fall within a Special Flood Hazard Area. The applicant demonstrated that all finished floors will be constructed at or above the maximum predicted stage of the 100-year 3-day storm event; therefore, the applicant demonstrated compliance with Division 10.

Division 14 - Parking and Loading: The applicant demonstrated compliance with the parking requirements set forth in Division 14 for the proposed use.

Division 19- Roadway Design: The applicant has demonstrated compliance with the design of an internal vehicular access roadway connecting to SW Murphy Road. Therefore, the design meets the requirements in Division 19.

Development Order Condition:
The Engineering Department finds this application in compliance, provided that the Development Order includes the following conditions:
1. Hauling of fill from the site is prohibited. The routes and timing of any fill to be hauled to the site shall be coordinated with the County Engineer. Compliance with all County excavation and fill regulations is required.

N. Determination of compliance with addressing and electronic file submittal requirements – Growth Management and Information Technology Departments

Addressing

Findings of Compliance:
The application has been reviewed for compliance with Division 17, Addressing, of the Martin County Land Development Regulations. Staff finds that the proposed site plan / plat complies with applicable addressing regulations. All street names are in compliance. They meet all street naming regulations in Article 4, Division 17, Land Development Regulations. Martin County, Fla. (2018).

Electronic File Submittal

Findings of Compliance

The AutoCAD site plan was received and found to be in compliance with Section 10.2.B.2., Land Development Regulations, Martin County, Fla. (2019)

The AutoCAD site plan was in State Plane coordinates and found to be in compliance with Section 10.2.B.2., Land Development Regulations, Martin County, Fla. (2019)

O. Determination of compliance with utilities requirements - Utilities Department

Water and Wastewater Service

Findings of Compliance:
This development application has been reviewed for compliance with applicable statutes and ordinances and the reviewer finds it in compliance with Martin County's requirements for water and wastewater level of service. [Martin County, Fla., LDR, Article 4, Division 6 and 7, (2016)]

Wellfield and Groundwater Protection

Findings of Compliance:
The application has been reviewed for compliance under the Wellfield Protection Program. The reviewer finds the application in compliance with the Wellfield Protection and Groundwater Protection Ordinances. Irrigation for the entire Floridian is by reclaimed water supplied by the City of Port St. Lucie.

P. Determination of compliance with fire prevention and emergency management requirements – Fire Rescue Department

Fire Prevention

Findings of Compliance:
The Fire Prevention Bureau finds this submittal to be in compliance with the applicable provisions governing construction and life safety standards. This occupancy shall comply with all applicable provisions of governing codes whether implied or not in this review, in addition to all previous requirements of prior reviews.

Emergency Preparedness

Findings of Compliance:
The applicant has previously provided a Hurricane Action Plan, which will be included in the Declaration of Covenants and Restrictions and provided to all property owners. Therefore, this application is consistent with the emergency management requirements for residential development in conformance with the Martin County Land Development Regulations, Comprehensive Growth Management Plan and County Code.

Q. Determination of compliance with Americans with Disability Act (ADA) requirements - General Services Department

Findings of Compliance:
The Public Works Department staff has reviewed the application and finds it in compliance with the applicable Americans with Disability Act requirements. (2014 FBC, FIFTH EDITION\ACCESSIBILITY)

R. Determination of compliance with Martin County Health Department and Martin County School Board

Martin County Health Department

The applicant has indicated that the proposed final site plan contains no onsite potable wells or septic disposal systems. Therefore, the Department of Health was not required to review this application for consistency with the Martin County Code requirements within the Land Development Regulations or Comprehensive Growth Management Plan. [Martin County, Fla., LDR Section 10.1.F. (2016)]

Martin County School Board

The School Board staff has reviewed this application for compliance with Florida Statutes, Martin County code and School Board Policy and has no objection to this application.

S. Determination of compliance with legal requirements - County Attorney's Office

Review Ongoing

T. Determination of compliance with the adequate public facilities requirements - responsible departments

The following is a summary of the review for compliance with the standards contained in Article 5.32.D of the Adequate Public Facilities, Land Development Regulations (LDR's), Martin County Code for a Certificate of Adequate Public Facilities Reservation.

Potable water facilities (Section 5.32.D.3.a, LDR)
Service provider - Martin County
Findings - Comply
Source - Utilities and Solid Waste Department
Reference - see Section O of this staff report

Sanitary sewer facilities (Section 5.32.D.3.b, LDR)
Service provider - Martin County
Findings - Comply
Source - Utilities and Solid Waste Department
Reference - see Section O of this staff report

Solid waste facilities (Section 5.32.D.3.c, LDR)
Findings – In Place
Source - Growth Management Department

Stormwater management facilities (Section 5.32.D.3.d, LDR)
Findings - Comply
Source - Engineering Department
Reference - see Section M of this staff report

Community park facilities (Section 5.32.D.3.e, LDR)
Findings – In Place

Source - Growth Management Department

Roads facilities (Section 5.32.D.3.f, LDR)
Findings - Comply
Source - Engineering Department
Reference - see Section K of this staff report

Public safety facilities (Section 5.32.D.3.h, LDR)
Findings - Comply
Source - Growth Management Department
Reference - see Section P of this staff report

Public school facilities (Section 5.32.D.3.i, LDR)
Findings - Comply
Source - Growth Management Department
Reference - see Section R of this staff report

A timetable for completion consistent with the valid duration of the development is to be included in the Certificate of Public Facilities Reservation. The development encompassed by Reservation Certificate must be completed within the timetable specified for the type of development.

U. Post-approval requirements

Approval of the development order is conditioned upon the applicant's submittal of all required documents, executed where appropriate, to the Growth Management Department (GMD), including unpaid fees, within sixty (60) days of the final action granting approval.

Item #1:
Post Approval Requirements List: After approval the applicant will receive a letter and a Post Approval Requirements List that identifies the documents and fees required. The applicant will return the Post Approval Requirements List along with the required documents in a packet with the documents arranged in the order shown on the list.

Item #2:
Post Approval Fees: The applicant is required to pay all remaining fees when submitting the post approval packet. If an extension is granted, the fees must be paid within 60 days from the date of the development order. Checks should be made payable to Martin County Board of County Commissioners.

Item #3:
Recording Costs: The applicant is responsible for all recording costs. The Growth Management Department will calculate the recording costs and contact the applicant with the payment amount required. Checks should be made payable to the Martin County Clerk of Court.

Item #4:
One (1) copy of the recorded warranty deed if a property title transfer has occurred since the site plan approval. If there has not been a property title transfer since the approval, provide a letter stating that no title transfer has occurred.

Item #5:

Original and one (1) copy of the current Unity of Title in standard County format if a property title transfer has occurred since the site plan approval. If there has not been a property title transfer since the approval, provide a letter stating so that no transfer has occurred.

Item #6:
1 (1) 24" x 36" copy of the approved construction plans signed and sealed by the Engineer of Record licensed in the State of Florida. Rolled

Item #7:
1 (1) copies 24" x 36" of the approved site plan.

Item #8:
One (1) digital copy of site plan in AutoCAD 2006 or 2007 drawing format (.dwg). The digital version of the site plan must match the hardcopy version as submitted.

Item #9:
Original of the construction schedule.

Item #10:
Two (2) originals of the Cost Estimate, on the County format which is available on the Martin County website, signed and sealed by the Engineer of Record licensed in the State of Florida.

Item #11:
Original of the Engineer's Design Certification, on the County format which is available on the Martin County website, signed and sealed by the Engineer of Record licensed in the State of Florida.

V. Local, State, and Federal Permits

Approval of the development order is conditioned upon the applicant's submittal of all required applicable Local, State, and Federal Permits, to the Growth Management Department (GMD), prior to the commencement of any construction. An additional review fee will be required for Martin County to verify that the permits are consistent with the approved development order.

W. Fees

Public advertising fees for the development order will be determined and billed subsequent to the public hearing. Fees for this application are calculated as follows:

Fee type:	*Fee amount:*	*Fee payment:*	*Balance:*
Application review fees:	$9,127.00	$9,127.00	$0.00
Inspection Fees:	$4,000.00	$4,000.00	
Advertising fees*:	TBD		
Recording fees**:	TBD		

* Advertising fees will be determined once the ads have been placed and billed to the County.
** Recording fees will be identified on the post approval checklist.

X. General application information

Applicant: Floridian National Golf Club, LLC
Giles Kibbe
3700 SE Floridian Drive
Palm City, FL 34990
772-781-7700

Agent: Morris A. Crady, AICP
Lucido & Associates
701 East Ocean Blvd
Stuart, FL 34994
772-220-2100

Landscape architect: Lucido & Associates
701 East Ocean Blvd
Stuart, FL 34994
772-220-2100

Y. Acronyms

ADA..... Americans with Disability Act
AHJ ..... Authority Having Jurisdiction
ARDP..... Active Residential Development Preference
BCC..... Board of County Commissioners
CGMP ..... Comprehensive Growth Management Plan
CIE ..... Capital Improvements Element
CIP ..... Capital Improvements Plan
FACBC ..... Florida Accessibility Code for Building Construction
FDEP..... Florida Department of Environmental Protection
FDOT ..... Florida Department of Transportation
LDR..... Land Development Regulations
LPA ..... Local Planning Agency
MCC..... Martin County Code
MCHD..... Martin County Health Department
NFPA ..... National Fire Protection Association
SFWMD..... South Florida Water Management District
W/WWSA.... Water/Waste Water Service Agreement

Z. Attachments

[blank space above line reserved for recording data]

FIFTH AMENDMENT TO FLORIDIAN GOLF CLUB

PLANNED UNIT DEVELOPMENT ZONING AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between FLORIDIAN NATIONAL GOLF CLUB, LLC, a Florida limited liability company, f/k/a FLORIDIAN GOLF RESORT, LLC, hereinafter referred to as OWNER, and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, after appropriate notice, public hearing and approval, OWNER and COUNTY on or about the 23rd day of October 2012, entered into a Planned Unit Development Zoning Agreement for the development of a project in Martin County, Florida, known as "Floridian Golf Club PUD", which Agreement is recorded at Official Records Book 2616, beginning at Page 1910 of the Public Records of Martin County, Florida, the "Original Agreement" which has been amended through and including that certain Fourth Amendment to Floridian Golf Club Planned Unit Development Zoning Agreement, dated March 19, 2019, and recorded in Official Records Book 3058, beginning at Page 2566 of the Public Records of Martin County, Florida the "Fourth Amendment", and collectively with the Original Agreement and all amendments thereto being referred to as "the "PUD Agreement"; and

WHEREAS, OWNER desires to amend the PUD Agreement in order to replace the previously approved Revised Master Site Plan, Revised Timetable for Development, Revised Phasing Plan, and Revised Special Conditions with revised documents.

NOW, THEREFORE, the parties do hereby agree as follows:

1. The above recitals are true and correct and incorporated herein by this reference.

2. The Revised Master Site Plan and Revised Phasing Plan attached hereto as **Revised Exhibit D** and **Revised Exhibit E-1,** respectively, replace and supersede all previously approved versions of the Master Site Plan, Revised Master Site Plans, Phasing Plan and Revised Phasing Plans. **Revised Exhibit D** and **Revised Exhibit E-1** reflect the following changes:

2.1. The elimination of the boat basin between Lot 17 and Lot 18 within Phase 3.

2.2. The conversion of the two (2) Golf Villas within Phase 4, to two (2) River Cottage Units to be conveyed individually by way of condominium documents in accordance with Florida Statutes.

3. The Revised Timetable for Development attached hereto as **Revised Exhibit E** replaces and supersedes all previously approved versions of the Timetable for Development. **Revised Exhibit E** reflects the following changes:

3.1. Revises Phases 3 and 4 for consistency with the revisions to the Revised Master Site Plan described in paragraphs 2.1 and 2.2 above.

4. The Revised Special Conditions attached hereto as **Revised Exhibit F**, replaces and supersedes all previously approved versions of the Special Conditions. **Revised Exhibit F**, reflects the following revision to Special Condition 2 adding Paragraph B:

4.1. Special Condition 2:

A. The five (5) "lake cottage units" identified as Phase 6 on the Revised Phasing Plan may be conveyed individually by way of condominium documents in accordance with Florida Statutes. Vehicular parking for the units shall be provided within Phase 6 and/or at the golf clubhouse with the understanding that owners and guests may utilize golf carts on the private roads within the project to access the units from the clubhouse. Access and parking for the units have been designed to accommodate vehicles and golf carts.

B. The two (2) "river cottage units" identified within Phase 4 on the Revised Phasing Plan may be conveyed individually by way of condominium documents in accordance with Florida Statutes. Vehicular parking for the units shall be provide within Phase 4 and/or at the golf clubhouse with the understanding that owners and guests may utilize golf carts on the private roads within the project to access the units from the clubhouse. Access and parking for the units have been designed to accommodate vehicles and golf carts.

5. All the terms and conditions of the PUD Agreement, which are not specifically amended or revised by this Amendment, shall remain in full force and effect as stated therein.

IN WITNESS WHEREOF, the parties hereto have caused this PUD Amendment to be made and entered into the day and year first written. The date of this PUD Amendment shall be the date on which this PUD Amendment was approved by the Board of County Commissioners.

OWNER

WITNESSES:

FLORIDIAN NATIONAL GOLF CLUB, LLC, a Florida limited liability company f/k/a FLORIDIAN GOLF RESORT, LLC

_____
Name:_____

_____
Name:_____

By:_____
Giles Kibbe, President

3700 SE Floridian Drive
Palm City, Florida 34990

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments before me by means of ☒ physical presence or ☐ online notarization, appeared Giles Kibbe, President of Floridian National Golf Club, LLC, a Florida limited liability company, f/k/a Floridian Golf Resort, LLC, on behalf of the company, who ☐ is personally known to me or ☐ has produced _____as identification, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2021.

_____
Signature of Notary Public
Printed Name: _____
(Notary Seal)

COUNTY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

By: _____
Stacy Hetherington, Chair

_____
Carolyn Timmann
Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

(COMMISSION SEAL)

_____
Sarah Woods
County Attorney

Pursuant to Sec. 695.26, F.S.
Prepared by:
Robert S. Raynes, Jr., Esquire
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Blvd., Suite 200
Stuart, Florida 34996

REVISED EXHIBIT D

REVISED MASTER SITE PLAN



Land Use Legend

- Wetland Preserve (7.65 Ac.)
- Scrub Preserve (8.60 Ac.)
- Pine Flatwood Preserve (20.30 Ac.)
- Created Pine Flatwood (0.56 Ac.)

Building and Lot Data

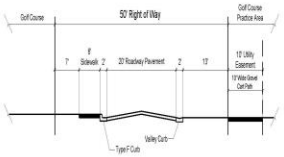
Existing Golf Shelter:	1,153 sf
Existing Teaching Center:	4,420 sf
Recreation Building (Amenity Area):	4,749 sf
Pool House (Amenity Area):	808 sf
2-Story Lake Cottages:	3 units (4 Bedrooms Each) 2,773 sf Each
	2 units (4 Bedrooms Each) 2,860 sf Each
2-Story Golf Villas:	2 units (6 Bedrooms Each) 7,006 sf Each
Maximum Height:	30 Feet (3 story)
Single Family Lots 1 thru 22:	15,000 sf (min)
Single Family Lots 23 thru 26:	25,000 sf (min)
Average Lot Size:	21,800 sf

General Notes:

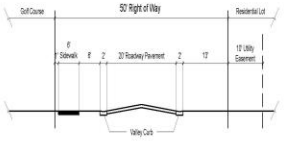
- Preserve areas may not be altered except in compliance with the Preserve Area Management Plan (PAMP) approved by Martin County.
- Wetland buffer preserve areas and upland preserves shall be protected from encroachment, construction and other activities by providing a minimum 10' setback from all proposed structures. Excavation and fill activities must maintain a minimum 5' setback from preserve areas. The maximum slope of fill adjacent to the setback shall not exceed one (1) foot vertical to four (4) feet horizontal.
- The 75' and 25' Shoreline Protection Zone shall be re-vegetated in accordance with the approved PAMP and PUD Special Conditions prior to the issuance of a CO within the phase in which they are located.
- Upland Preserve areas void of native vegetation shall be re-vegetated in accordance with the PAMP prior to the issuance of a CO in Phase 2.
- All roads within the PUD shall be private and maintained by the Property Owners Association (POA).
- Private roads may be used by Golf Carts pursuant to POA Guidelines.

Site Data:

Total Site Area:	5,297,288 sf	(121.61 ac)
Total Residential Units:	33 units	
Gross Residential Density:	0.27 upa	
Total Preserve:	1,592,134 sf	(36.55 ac)
Developable Area:	3,705,154 sf	(85.06 ac)
Impervious Area:	1,178,768 sf	(27.02 ac) (32%)
Residential Lots (80% max)	512,512 sf	(11.77 ac)
Buildings-Footprints:	25,884 sf	(0.59 ac)
Cart Path / Sidewalks:	80,065 sf	(1.84 ac)
Gravel Cart Path:	20,370 sf	(0.47 ac)
Pavement:	204,203 sf	(4.69 ac)
Lakes:	288,708 sf	(6.63 ac)
Water Features:	21,839 sf	(0.50 ac)
Waterfront Amenity Center:	23,356 sf	(0.54 ac)
Pervious Area:	4,118,520 sf	(94.59 ac) (78%)
Residential Lots (20% min)	128,128 sf	(2.94 ac)
Right-Of-Way:	156,087 sf	(3.58 ac)
Wetland Preserve:	333,102 sf	(7.65 ac)
Scrub Preserve:	374,616 sf	(8.60 ac)
Pine Flatwood Preserve:	884,415 sf	(20.30 ac)
Created Pine Flatwood:	24,205 sf	(0.56 ac)
Golf Course:	1,827,010 sf	(41.94 ac)
Golf Course Practice Area:	280,515 sf	(6.44 ac)
Waterfront Amenity Center:	112,046 sf	(2.57 ac)
Existing Zoning:	PUD	
Future Land Use Designation:	Estate Density, Rural Density	
Existing Use:	Golf Course Community	



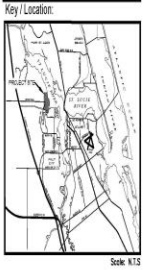
Typical Roadway Section A-A'
Scale: 1" = 10'



Typical Roadway Section B-B'
Scale: 1" = 10'

lucido & associates

Key / Location:



Scale: N.T.S

Project Team:

Applicant:
Floridian National Golf Club, LLC
3708 SE Floridian Drive
Palm City, FL 34990
772-781-7700

Land Planner / Landscape Architect:
Lucido & Associates
701 E Ocean Blvd
Stuart, FL 34994
772-220-2100

Civil Engineer / Surveyor:
Culpepper & Terpening
2960 S. 25th Street
Fort Pierce, FL 34981
772-464-3537

Environmental:
EW Consultants
1035 SE Monterey Commons Blvd, Suite 226
Stuart, FL 34996
772-287-8711

FLORIDIAN GOLF CLUB PUD

Martin County, Florida

Revised Master Plan

Date	By	Description
12.04.17	S.L.S.	Revised per 4th PUD Amendment
06.21.18	S.L.S.	1st Resubmittal
11.27.18	S.L.S.	2nd Resubmittal
01.23.19	S.L.S.	GMD Revisions
11.08.2019	S.L.S.	Revised per 5th PUD Amendment
4.9.2021	S.L.S.	Resubmittal #1

NORTH

SCALE: 1" = 250'

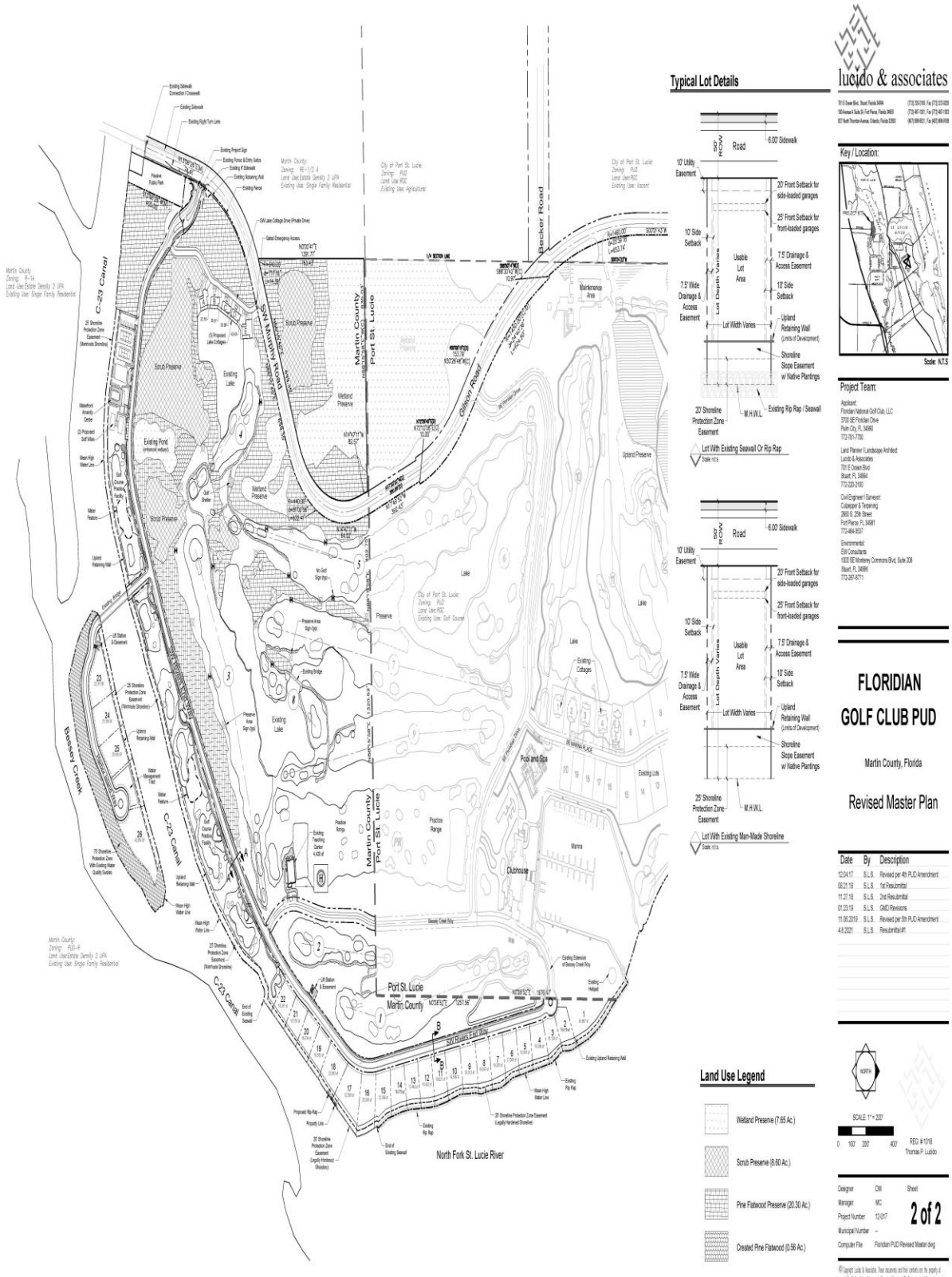
0 75 250 500

REG. # 1011
Thomas P. Lucido

Designer	DW	Sheet
Manager	MC	1 of 2
Project Number	12-017	
Municipal Number	–	
Computer File	Floridian PUD Revised Master dwg	

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Revised June 30, 2021



lucido & associates

Key / Location:

Scale: N.T.S

Project Team:

Applicant
Floridian National Golf Club, LLC
3700 SE Floridian Drive
Palm City, FL 34990
772-781-7700

Land Planner / Landscape Architect
Lucido & Associates
701 E Ocean Blvd
Stuart, FL 34994
772-220-2100

Civil Engineer / Surveyor
Culpepper & Terpening
2960 S. 25th Street
Fort Pierce, FL 34981
772-464-3537

Environmental
Ellr Consultants
1000 SE Monterey Commons Blvd, Suite 308
Stuart, FL 34996
772-287-8771

FLORIDIAN GOLF CLUB PUD

Martin County, Florida

Revised Master Plan

Date	By	Description
12.04.17	S.L.S.	Revised per 4th PUD Amendment
06.21.18	S.L.S.	1st Resubmittal
11.27.19	S.L.S.	2nd Resubmittal
01.23.19	S.L.S.	GMD Revisions
11.06.2019	S.L.S.	Revised per 5th PUD Amendment
4.6.2021	S.L.S.	Resubmittal #1

NORTH

SCALE: 1" = 200'

0 100 200 400

REG. # 1019
Thomas P. Lucido

Designer	DM	Sheet
Manager	MC	2 of 2
Project Number	12-017	
Municipal Number	-	
Computer File	Floridian PUD Revised Master.dwg	

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REVISED EXHIBIT E

REVISED TIMETABLE FOR DEVELOPMENT

A. This development shall be constructed in accordance with this timetable of development. This development shall be constructed in phases in accordance with the phasing plan, attached as **Revised Exhibit E-1**.

B. 1. The core infrastructure improvements, consisting of the required stormwater management system, the appropriate NPDES components, stabilized roadways, and adequate fire protection must be completed before issuance of building permits. All required improvements, including but not limited to roads, sidewalks, stormwater and drainage facilities, utilities, landscaping, recreational amenities and those identified on the final site plan for the applicable phase, must be substantially completed, as determined by the County Engineer, prior to the issuance of any certificate of occupancy and prior to the timetable set forth below.

2. Utilities in any phase shall be completed and turned over to Martin County prior to the issuance of a certificate of occupancy for a structure in a subsequent phase which relies upon the water and wastewater utilities of the prior phase.

The phases to be constructed and the time period within which final site plan approval of each phase must be obtained and completed are as follows:

Final Site Plan and/or Plat Approval (on or before)	Completion (on or before)	Elements of Phase to be constructed
Phase 1 – Completed	Completed	Existing golf course, teaching center and related facilities, relocation of helipad, existing golf course preserve areas, teaching center including right turn lane on SW Murphy Road, sidewalk and utilities connection to SW Murphy Road.
Phase 2 – Completed	Completed	10 single-family lots (Lots 1-10), extension of Bessey Creek Way (in Port St. Lucie) to SW Rivers End Way (in Martin County) to provide legal access to Lots 1-10, including temporary turnaround on Lot 11, supporting infrastructure improvements and management of additional preserve areas per PAMP requirements.

Final Site Plan and/or Plat Approval (on or before)	Completion (on or before)	Elements of Phase to be constructed
Replat Phase 3 –	August 27, 2020	Convert Lots 23-28 to permanent golf course tract and fill in the existing boat basin between Lot 17 and Lot 18.
Phase 4 – Completed	~~November 14, 2021~~ Dec. 14, 2026	2 River Cottages, Amenity Center and portion of golf course practice area, supporting infrastructure improvements and shoreline restoration per PAMP requirements.
Plat Phase 4 -	~~August 27, 2020~~ Dec. 14, 2026	
Phase 5 – Dec. 21, 2024	Dec. 14, 2026	4 single-family "island" lots (Lots 23-26), completion of SW Harbor Island Way, supporting infrastructure improvements and shoreline restoration per PAMP requirements.
Phase 6 – Completed	Completed	5 lake cottages, completion of SW Lake Cottage Way parking, emergency access connection to SW Murphy Road and supporting infrastructure improvements.

REVISED EXHIBIT E-1

REVISED PHASING PLAN



Phasing Schedule:

Phase	Description
1	Existing golf course, teaching center and related facilities; relocation of Helipad; existing golf course preserve areas, reconstruction of SW River's End Way to teaching center including right turn lane on SW Murphy Road, sidewalk and utilities connection to SW Murphy Road
2	10 Single Family Lots (1-10); Extension of Bessey Creek Way (in Port St Lucie) to River's End Way (in Martin County) to provide legal access to lots 1-10, including temporary turnaround on lot 11; Supporting infrastructure improvements and management of additional preserve areas per PAMP requirements
3	12 Single Family Lots (11-22); Completion of SW River's End Way; a portion of the Permanent Golf Course Practice area; Supporting infrastructure improvements and shoreline restoration per PAMP requirements
4	Portion of Permanent Golf Course Practice area; Waterfront Amenity Center; 2 Golf Villas; Supporting infrastructure improvements and shoreline restoration per PAMP requirements
5	4 Single Family "Island" Lots (23-26); Completion of SW Harbor Island Way; Supporting infrastructure improvements and shoreline restoration per PAMP requirements
6	5 Lake Cottages; Completion of SW Lake Cottage Way and golf cart / vehicle parking; Emergency access connection to SW Murphy Road and supporting infrastructure improvements

Land Use Legend

- Wetland Preserve (7.65 Ac.)
- Scrub Preserve (6.60 Ac.)
- Pine Flatwood Preserve (20.30 Ac.)
- Created Pine Flatwood (0.56 Ac.)

lucido & associates

Key / Location:

Scale: N.T.S

Project Team:

Applicant
Floridian National Golf Club, LLC
5700 SE Floridian Drive
Palm City, FL 34990
772-781-7720

Land Planner / Landscape Architect
Lucido & Associates
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Stuart, FL 34994
772-220-2100

Civil Engineer / Surveyor
Cotleppier & Terpening
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Fort Pierce, FL 34981
772-464-3537

Environmental
EW Consultants
1000 NE Monterey Commons Blvd, Suite 208
Stuart, FL 34996
772-287-8771

FLORIDIAN GOLF CLUB PUD

Martin County, Florida

Revised Phasing Plan

Date	By	Description
12.04.17	S.L.S.	Revised per 4th PUD Amendment
06.21.18	S.L.S.	1st Resubmittal
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NORTH

SCALE: 1" = 250'

0 75 250 500

REG. # 1018
Thomas P. Lucido

Designer	DM
Manager	MC
Project Number	11-130
Municipal Number	–
Computer File	Floridian PUD Revised Phasing Plan.dwg
Sheet	1 of 1

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Revised June 30, 2021

REVISED EXHIBIT F

REVISED SPECIAL CONDITIONS

1. ADDITIONAL REQUIREMENTS

The Floridian Golf Club PUD shall comply with all requirements of the Martin County Comprehensive Growth Management Plan. Unless specifically provided for within this PUD Agreement or set forth on the master site plan, the Floridian Golf Club PUD shall comply with all requirements of the General Ordinances and Land Development Regulations of the Martin County Code.

2. COTTAGE UNITS

A. The five (5) "lake cottage units" identified as Phase 6 on the Revised Phasing Plan may be conveyed individually by way of condominium documents in accordance with Florida Statutes. Vehicular parking for the units shall be provided within Phase 6 and/or at the golf clubhouse with the understanding that owners and guests may utilize golf carts on the private roads within the project to access the units from the clubhouse. Access and parking for the units have been designed to accommodate vehicles and golf carts.

B. The two (2) "river cottage units" identified within Phase 4 on the Revised Phasing Plan may be conveyed individually by way of condominium documents in accordance with Florida Statutes. Vehicular parking for the units shall be provided within Phase 4 and/or at the golf clubhouse with the understanding that owners and guests may utilize golf carts on the private roads within the project to access the units from the clubhouse. Access and parking for the units have been designed to accommodate vehicles and golf carts.

3. DRAINAGE/STORMWATER MANAGEMENT

A. It shall be the OWNER'S sole responsibility to obtain the necessary drainage/stormwater management permits from the South Florida Water Management District (SFWMD). In no event shall COUNTY bear the responsibility for aiding the OWNER in obtaining permits from the SFWMD or funding the improvements necessary to develop the Floridian Golf Club PUD.

B. In order to ensure that the PUD's drainage/stormwater management system functions as designed and permitted in perpetuity, OWNER shall maintain the PUD's drainage/stormwater management system according to the Stormwater Management System Maintenance Plan to be submitted with final site plan application. The Maintenance Plan will provide that the OWNER shall be responsible for performing the specific inspections and maintenance operations on the stormwater management system on-site and off-site as approved by the Board of County Commissioners at final site plan approval in order to ensure it functions as inteneded and as approved by COUNTY. Neither COUNTY nor the SFWMD shall have any responsibility in maintaining the system.

4. EMERGENCY/CONSTRUCTION/DELIVERY ACCESS

Any emergency/construction/delivery access indicated on the master site plan, final site plans and subdivision plats shall be primarily for emergency vehicles and construction and delivery vehicles, but may also be used by residential unit owners. The OWNER shall secure the emergency/construction/delivery access in a manner acceptable to the COUNTY. If gates are featured, knox switches, or locks, are required.

5. ENDANGERED SPECIES

A. In the event that it is determined that any representative plant or animal species of regional concern is resident on or otherwise is significantly dependent upon Floridian Golf Club PUD, the OWNER shall cease all activities which might negatively affect that individual or population and immediately notify Martin County, the Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS). Construction may resume when proper protection, to the satisfaction of all agencies, is provided by the OWNER.

B. Gopher Tortoises - In Florida, gopher tortoises are protected as a Threatened Species. No land clearing or construction shall occur until all tortoises which will be impacted are relocated to upland preservation areas or off-site. A certified environmental professional will supervise clearing in the areas of the gopher tortoise burrows. Tortoises inhabiting burrows in areas to be developed will be captured and relocated using methodology approved by the Florida Fish and Wildlife Conservation Commission and conducted by an environmental professional possessing a valid relocation permit. During clearing and grubbing operations, equipment operators will be notified of the occurrence of gopher tortoises on-site and instructed to observe for roaming and foraging individuals. Should gopher tortoises be seen during the clearing and grubbing, all equipment operations will be stopped and the gopher tortoises will be captured and relocated. Once the tortoise(s) have been safely relocated, equipment operation can resume.

C. Endemic Species - All gopher tortoise relocation efforts will include trapping of endangered endemic species that may live in the burrow.

D. Relocation of Tortoises - If the number of tortoises exceeds the carrying capacity of the remaining natural area, the Martin County Environmental Planning Administrator will be notified and will be provided with a copy of the Gopher Tortoise Relocation Permit from the Florida Fish and Wildlife Conservation Commission. Every attempt shall be made to relocate within Martin County.

6. EXISTING RESIDENTIAL STRUCTURE

Prior to final site plan approval of Phase 3, the existing residential structure located on proposed Lots 20, 21 and 22 shall be removed or the proposed lots shall be reconfigured to accommodate the structure. Completed.

7. FIRE PROTECTION

A. All Structures that are in excess of 1000 square feet or two stories or greater in height shall be provided with a sprinkler system installed in accordance with NFPA 13D, Standard for the installation of Sprinkler System in One and Two Family Dwellings and Manufactured Homes. Compliance with all other provisions of the National Fire Protection Association is required. Specifally, stabilized roads and hydrant installations shall be completed before issuance of building permits pursuant to NFPA 241. All structures constructed under this development order shall comply with this condition.

B. In addition to the requirements of the Comprehensive Plan, Land Development Regulations and Code, the OWNER shall provide the following public benefit:

As requested by the Martin County Fire Protection Division, single-family homes shall be equipped with fire sprinklers thereby reducing the project's impact on fire protection services in this area.

8. HAULING OF FILL

The OWNER agrees not to haul any fill off of the site of the Floridian Golf Club PUD and to coordinate with the County Engineer the routes and timing of any fill to be hauled to the site of this project. The OWNER shall also comply with all COUNTY excavation and fill regulations. Lake littoral zones and upland buffers shall be maintained in accordance with a Preserve Area Management Plan approved by COUNTY.

9. IRRIGATION

Irrigation water for the entire PUD will be supplied by Port St. Lucie or by wells pursuant to the existing water use allocation from South Florida Water Management District for groundwater withdrawals in accordance with all applicable regulations.

10. MODELS

Model units with interim septic tanks, necessary access road, parking and utilities, including fire water flow, will be allowed on-site for purposes of sales presentation. Model units must be consistent with the approved master site plan and may be approved prior to final site plan approval. The location and number, not to exceed five (5), shall be mutually agreed upon by the OWNER and the Growth Management Department Director. The OWNER agrees that the septic tanks will be removed at the time of completion of the wastewater system and a bond satisfactory to the COUNTY will be provided to ensure said removal. Models may be used for the sale of residential units within the PUD until such time as ninety percent (90%) of the residential units have been issued certificates of occupancy.

11. PRESERVE AREAS

A. No construction or alteration shall be permitted within any of the preserve areas except in compliance with a Preserve Area Management Plan approved by COUNTY. The precise location of all the preserve areas shall be staked and surveyed prior to final site plan approval and shall be fenced prior to and during construction. A Preserve Area Management Plan will be submitted with the application for the first residential final site plan.

B. In addition to re-vegetation efforts associated with the exotic removal effort, the Shoreline Protection Zone in its various widths throughout the project site will be re-planted with appropriate native species. These zones will be kept free of exotic vegetation as defined by the Florida Exotic Pest Plant Council in perpetuity. The restoration plan will be submitted as part of the first residential final site plan application for the Floridian Golf Club PUD.

C. 1) As part of the final site plan and plat application for the respective phase, the OWNER shall provide a maximum 12 foot wide riparian access perpendicular to the Shoreline Protection Zone at shared lot lines. Each waterfront lot owner shall be entitled to a fishing pier or boat dock subject to State and Federal permitting requirements. The riparian access shall be elevated over the canal bank slope of the Shoreline Protection Zone to minimize impact to native plantings.

2) Notwithstanding the above, the OWNER shall provide a maximum 12 foot wide riparian access perpendicular to the Shoreline Protection Zone for Lot 26. The lot owner shall be entitled to a fishing pier or boat dock subject to State and Federal permitting requirements. The riparian access shall be elevated over the canal bank slope of the Shoreline Protection Zone to minimize impact to native plantings.

D. In addition to the requirements of the Comprehensive Plan, Land Development Regulations and Code, the OWNER shall provide the following public benefit:

1. As depicted on the master site plan, OWNER shall provide 100% preservation of existing scrub habitat (approximately 8.6 acres) and 30% preservation of existing pine flatwoods within the golf course. An additional 7.05 acres of upland preserve area and 0.56 acres of created upland preserve shall be provided in excess of the minimum requirements as depicted on the master site plan. In total, approximately 44 acres or 36% of the site as depicted on the master site plan shall be maintained by the OWNER in preserve areas and lakes.

2. In addition to the increased preserve area, as depicted on the master site plan, the overall required open space for the project shall exceed the

minimum 50% project-wide requirement by approximately 22 acres (i.e. 70% of the total site area) not including manmade lakes.

12. SCHOOL IMPACT

A. The OWNER shall obtain a letter of "No Objection" from the Martin County School Board prior to final site plan approval for any residential units within the Floridian Golf Club PUD.

B. In addition to the requirements of the Comprehensive Plan, Land Development Regulations and Code, the OWNER shall provide the following public benefit: Completed.

Within sixty (60) days of final site plan approval of the first residential phase, a $20,000.00 contribution shall be provided to the Martin County School District to be used to enhance school bus safety as determined by the Martin County School District. OWNER shall not receive school impact fee credits for the contribution required by this condition. In addition, Martin County School District buses shall not be required to enter or make stops within the Floridian Golf Club community.

13. SOIL EROSION AND SEDIMENTATION

Site clearing and vegetation removal shall be phased in accordance with the approved final site plan. Construction practices such as seeding, wetting, and mulching which minimize airborne dust and particulate emission generated by construction activity shall be undertaken within thirty (30) days of completion of clearing work. The slopes of constructed lakes from the top of the bank to the control water elevation (landward edge of littoral zone) shall be immediately stabilized and/or sodded to the satisfaction of the Engineering Department upon completion of the lake construction.

14. TEMPORARY CONSTRUCTION OFFICE

The OWNER may establish and maintain on the property a temporary construction office in a location approved by the Growth Management Department Director during the period that the property is being developed and until three (3) months following the issuance of the last certificate of occupancy for a unit. A bond for the removal of the construction office shall be supplied to the COUNTY.

15. TEMPORARY SALES OFFICE

The OWNER may establish and maintain on the property a temporary sales office in a location approved by the Growth Management Department Director during the period that the property is being developed and until three (3) months following the issuance of the last certificate of occupancy for a unit. A bond for the removal of the sales office shall be supplied to the COUNTY.

16. TIME SHARING OR INTERVAL OWNERSHIP PROHIBITED

The units to be constructed within the Floridian Golf Club PUD shall not be sold nor shall title be conveyed or transferred on the basis of time sharing or interval ownership.

17. TRAFFIC IMPACTS

A. SW Murphy Road is classified as a minor arterial roadway that requires either 130 feet of right-of-way for a swale section or 115 feet of right-of-way for a curb and gutter section. Pursuant to Section 4.843.B.1, Land Development Regulations, Martin County Code, right-of-way requirements may be adjusted by the County Engineer for specific roadways involving intersection right-of-way improvements or restrictions of Martin County or the FDOT. COUNTY acknowledges and accepts the existing SW Murphy Road right-of-way in recognition of the existing conservation easements that have been previously dedicated by the OWNER.

B. Sidewalks are required on both sides of SW Murphy Road, a minor arterial roadway. The property frontage along SW Murphy Road on the west side is 1305 feet and on the east side is 1865 feet. The COUNTY may waive the sidewalk requirements, if deemed unwarranted, and accept payment equal to the cost of construction, as determined by the County Engineer. Such payment shall be used to fund sidewalk construction within the County to enhance pedestrian connectivity as needed or may be allocated to fund economic development activities at the discretion of COUNTY. In lieu of the construction of sidewalks on both sides of SW Murphy Road, pursuant to Section 4.843.G.7, Land Development Regulations, Martin County Code, within sixty (60) days of final site plan approval of Phase 2, the OWNER shall pay a fee equal to the cost of construction, determined by the County Engineer to be $20.00 per linear foot.

C. Except for SW Lake Cottage Drive, all roads within the Floridian Golf Club PUD will be curb and gutter within a 50 foot wide private right-of-way and provided with a 6 foot sidewalk on one side of the roads. SW Lake Cottage Drive consists of minimum 9-foot wide paver-brick, travel lanes with 2-foot wide valley gutter and a 2’ wide flush header curb for a total road width of 22 feet, with necessary provisions for service and emergency access vehicles as identified on the master and final site plans. Golf carts will be allowed to operate within the private roads on site.

D. In addition to the contribution required in Paragraph B above, and as a public benefit, the OWNER shall construct approximately 400 feet of sidewalk on the east side of SW Murphy Road, south of SW Rivers End Way, with a crosswalk connection to the existing sidewalk on the west side of SW Murphy Road, with appropriate signage and pavement markings, as part of Phase 1. This connection will provide pedestrian access to the COUNTY’s passive park located on the South Florida Water Management District’s C-23 Canal.

E. As part of Phase 1, at no cost to the COUNTY, OWNER shall design, permit and construct a northbound right turn lane, in accordance with Florida Department of Transportation and Martin County standards and specifications, along SW Murphy Road at the project's entrance. OWNER shall supply COUNTY with security in the amount of one hundred percent (100%) of the estimated cost of the improvements as certified by OWNER'S engineer and approved by the County Engineer. When complete, OWNER'S engineer shall furnish a certificate of satisfactory completion to the County Engineer for approval. Upon approval by the County Engineer, ninety percent (90%) of the posted security shall be released by the County Engineer. A ten percent (10%) warranty security shall be held for an additional twelve (12) months following which time, if all of the improvements are free of defects due to faulty engineering, workmanship or materials, the ten percent (10%) security shall be released by the County Engineer. OWNER shall not receive impact fee credits for the design, permitting or construction of the northbound right turn lane.

18. USES AND DEVELOPMENT STANDARDS

A. Except as provided for within this PUD Agreement or as set forth on the master site plan, the requirements of Article 3, Land Development Regulations, Martin County Code, and specifically the RE-2A zoning district shall apply to that portion of the development of the Floridian Golf Club PUD, which has an Estate Density Land Use Designation.

B. Except as provided for within this PUD Agreement or as set forth on the master site plan, the requirements of Article 3, Land Development Regulations, Martin County Code, and specifically the RE-½A zoning district shall apply to that portion of the development of the Floridian Golf Club PUD, which has a Rural Density Land Use Designation.

C. The setbacks for the single-family lots are as set forth on the master and final site plans including construction setbacks as requested by the environmental planner.

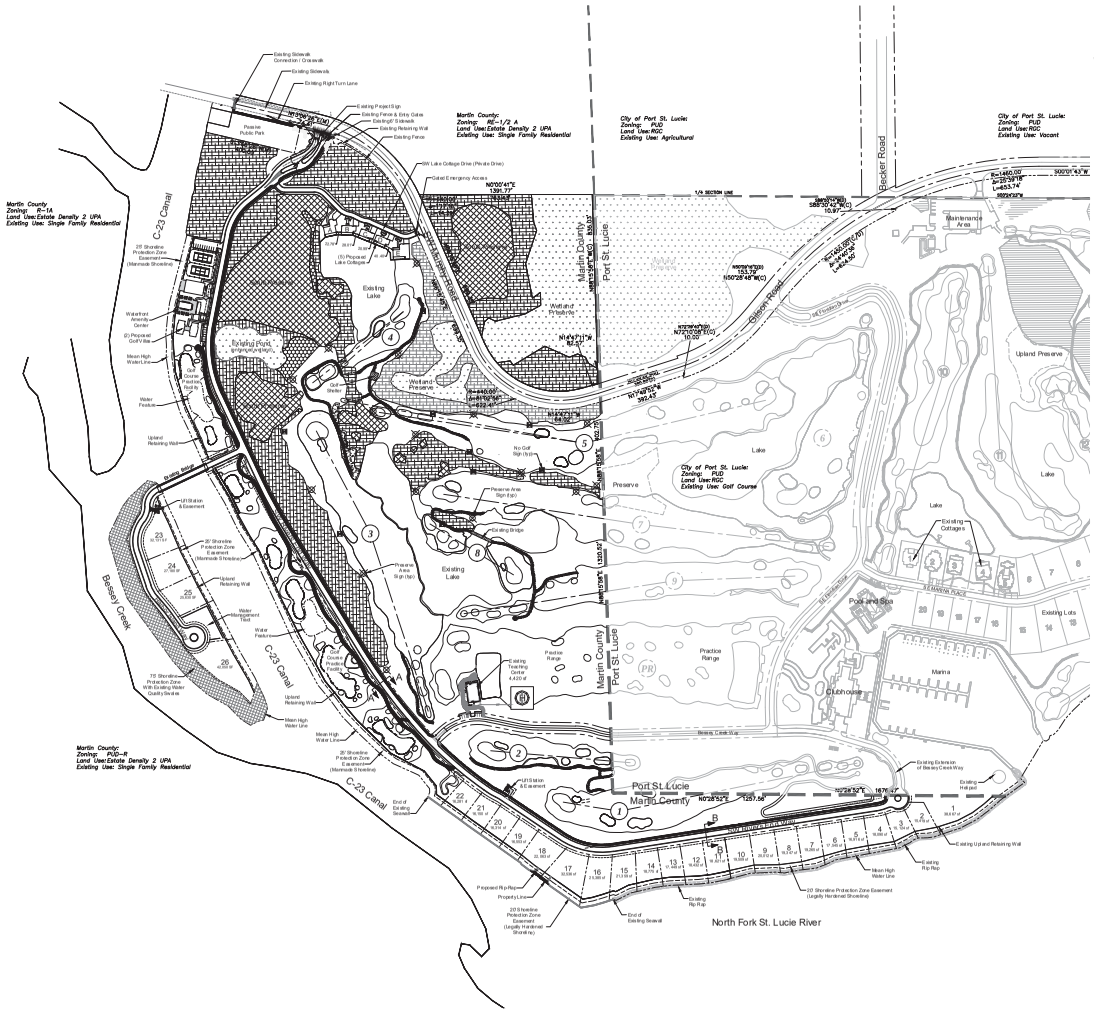
19. WATER/WASTEWATER

Water and wastewater services for this project shall be provided by Martin County Utilities. OWNER shall provide an executed copy of an agreement for each phase for such service within 60 days of final site plan approval of that phase. For water conservation, OWNER shall individually meter each unit and/or supporting structure.

20. OPEN SPACE

In recognition of the excess open space provided witin the PUD, Section 3.16.A.3, Land Development Regulations, which requires the area within the setbacks to be comprised of open space, shall not be applicable to the tennis courts in Phase 4.


C-23 Canal
Port St. Lucie Blvd
Becker Road
Discovery Way
Golf Course Road
Bayshore Drive
Bessey Creek Drive
Beverly Creek
Bessey Creek
North Fork St. Lucie River
Existing Lake
Practice Range
Clubhouse
Marina
Pool and Spa
Lake
Upland Preserve
Wetland Preserve
Preserve
Maintenance Area
Golf Shelter
Existing Teaching Center
Existing Cottages
Existing Golf Villas
Proposed Golf Villas
Proposed Cottages
Proposed Clubhouse
Proposed Pool and Spa
Proposed Maintenance Area
Proposed Practice Range
Proposed Teaching Center
Proposed Golf Shelter
Proposed Marina
Existing Lake Cottages
Existing Golf Villas
Existing Pool and Spa
Existing Clubhouse
Existing Marina
Existing Practice Range
Existing Teaching Center
Existing Golf Shelter
Existing Maintenance Area
Existing Lake
Existing Lots


Martin County
Zoning: R-1A
Land Use:Estate Density 2 UPA
Existing Use: Single Family Residential
Martin County:
Zoning: RE-1/2 A
Land Use:Estate Density 2 UPA
Existing Use: Single Family Residential
City of Port St. Lucie:
Zoning: PUD
Land Use:RGC
Existing Use: Agricultural
City of Port St. Lucie:
Zoning: PUD
Land Use:RGC
Existing Use: Vacant
Martin County:
Zoning: PUD-R
Land Use:Estate Density 2 UPA
Existing Use: Single Family Residential
City of Port St. Lucie:
Zoning: PUD
Land Use:RGC
Existing Use: Golf Course
C-23 Canal
Becker Road
Gilson Road
Bessey Creek
Port St. Lucie
Martin County
North Fork St. Lucie River
Clubhouse
Pool and Spa
Marina
Practice Range
Maintenance Area
Existing Lake
Wetland Preserve
Upland Preserve
Preserve
Existing Cottages
Existing Lots
Existing Tee(Hdcp) Center
Existing Golf Course Entrance
Proposed Golf Villas
Waterfront Amenity Center
Existing Pool
Existing Bridge
Proposed Lake Cottages
Existing Sidewalk
Existing Right Turn Lane
Existing Retaining Wall
Existing Fence
Gated Emergency Access
Mean High Water Line
Upland Retaining Wall
Water Management Tract
Water Features
Golf Cart Crossing
No Golf Right Of Way
Preserve Area Sign (typ)
Preserve Area (typ)
Existing Maintenance Building
Existing Practice Range
Existing Clubhouse
Existing Pool
Existing Cottages
Existing Lots
Existing Marina
Existing Extension of Bessey Creek Way
Existing Upland Retaining Wall
Existing Rip Rap
Proposed Rip Rap
Property Line
End of Existing Seawall
20' Shoreline Protection Zone Easement (Legally Hardened Shoreline)
20' Shoreline Protection Zone Easement (Unarmored Shoreline)
25' Shoreline Protection Zone Easement (Manmade Shoreline)
75' Shoreline Protection Zone With Existing Water Quality Swale
Utilities & Easement
Bessey Creek Way
SW Lake College Drive (Private Drive)
SW Matheson Avenue
SW Fairway Drive
SW Fairway Place
SE Mariner Place
SE Fairway Drive
Passive Public Park
1/4 SECTION LINE
N00°00'41"E 1301.77'
S89°59'19"E 1301.50'
S00°01'43"W
N01°47'21"W 82.47'
N01°47'21"W 84.00'
N01°47'21"W 364.45'
N00°28'48"W 103.73'
N00°28'48"W 10.00'
S00°28'52"E 1257.56'
S00°28'52"E 167.61'
R=1460.00'
Δ=23°39'18"
L=483.74'
S00°01'43"W
R=440.00'
Δ=41°00'00"
L=314.79'
R=440.00'
Δ=41°00'00"
L=314.79'
S89°58'17"E 10.00'
S89°58'17"E 10.00'
S00°28'48"E 10.00'
S00°28'48"E 10.00'
S00°28'48"E 103.73'
S00°28'48"E 103.73'
S00°28'48"E 10.00'
S00°28'48"E 10.00'
S00°28'48"E 1257.56'
S00°28'52"E 1257.56'
S00°28'52"E 167.61'
S00°28'52"E 167.61'
S00°28'52



Phasing Schedule:

Phase	Description
1	Existing golf course, teaching center and related facilities; relocation of Helipad; existing golf course preserve areas, reconstruction of SW River's End Way to teaching center including right turn lane on SW Murphy Road, sidewalk and utilities connection to SW Murphy Road
2	10 Single Family Lots (1-10); Extension of Bessey Creek Way (in Port St Lucie) to River's End Way (in Martin County) to provide legal access to lots 1-10, including temporary turnaround on lot 11; Supporting infrastructure improvements and management of additional preserve areas per PAMP requirements
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lucido & associates

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827 North Tremont Avenue, Orlando, Florida 32803 (407) 898-6523, Fax (407) 898-6788

Key / Location:



Scale: N.T.S

Project Team:

Applicant
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Land Planner / Landscape Architect:
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772-220-2100

Civil Engineer / Surveyor:
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2980 S. 25th Street
Fort Pierce, FL 34981
772-464-9537

Environmental:
EW Consultants
1000 SE Monterey Commons Blvd., Suite 208
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FLORIDIAN GOLF CLUB PUD

Martin County, Florida

Revised Phasing Plan

Date	By	Description
12.04.17	S.L.S.	Revised per 4th PUD Amendment
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NORTH

SCALE: 1" = 250'

0 75' 250' 500'

REG. # 1018
Thomas P. Lucido

Designer	DM	Sheet
Manager	MC	1 of 1
Project Number	11-150	
Municipal Number	--	
Computer File	Florida PUD Revised Phasing Plan.dwg	

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O.R. Book #_____ and Page #_____

MARTIN COUNTY, FLORIDA

REVISED

PRESERVE AREA MANAGEMENT PLAN

For:

Phase 3 Revised Final Site Plan

3700 Floridian Drive

Palm City, FL 34990

Section 1, Township 38S, and Range 40E
Section 6, Township 38S, and Range 41E
Section 31, Township 37S, and Range 41E

Prepared by:

EW Consultants, Inc.

Approved by/Date:_____

A Preserve Area Management Plan (PAMP) is required of all applicants for development approval on sites which contain wetland or upland preserve areas, pursuant to provisions of Section 4.36.A.1 of the Martin County Land Development Regulations, Martin County Code.

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Shoreline Protection Area Monitoring Map
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Shoreline Protection Area Signage

Preserve Area Sign

Preserve Area Marker

Agency Correspondence

Gopher Tortoise Permit

Lake Area Maintenance Plan (LAMP)

1.0 GENERAL

The owner of the lands to be preserved and maintained by this Preserve Area Management Plan (PAMP) and the developer of *Floridian Golf Club PUD* successors and assigns, and their environmental consultants and contractors, will implement and comply with all portions of this PAMP.

The subject property received site plan approval for construction of a golf course and residential lots in 1993 and was subject to a Preserve Area Management Plan as part of that approval. This PAMP has been prepared in support of a request for a Revised Phase 3 final site plan in order to create a living shoreline in the location of an excavated boat basin. This PAMP incorporates the approved preserve areas as part of the Floridian Golf Resort final site plan approval, the PAMP for which was recorded on March 25th, 2011. This PAMP provides for preservation of all wetlands, preservation of scrub habitat (rare and unique upland habitat), and restoration, preservation, and creation of pine flatwoods (common upland habitat). It also incorporates the current Martin County PAMP template requirements, many of which had not been developed at the time of the 1993 site plan approval. In addition, design and planting plans for a living shoreline to replace the existing excavated boat basin are incorporated into the revision of the Phase 3 Final Site Plan.

Compliance with the terms of this PAMP includes submittal of all Monthly Monitoring Reports on PAMP compliance throughout all phases of project construction and submittal of all Annual Monitoring Reports following completion of project construction, pursuant to Section 10.17 of the Martin County Land Development Regulations. The owner of the lands to be preserved/maintained shall have ultimate responsibility for the submittal of all Monthly and Annual Monitoring Reports, according to the format and schedule requirements of Section 10 of this PAMP.

As noted in Section 9 of this PAMP, the Martin County Environmental Planning Administrator shall be notified in writing within thirty (30) days of transfer of ownership of any lands to be preserved/maintained under the terms of this PAMP. Failure to notify shall be considered as non-compliance with the terms of this PAMP

This PAMP will not be altered or amended by either Martin County or the owner/developer of *Floridian Golf Club PUD,* except by an alteration or amendment agreed to by both the Martin County Environmental Planning Administrator and the owner/developer of *Floridian Golf Club PUD.* Such alterations and amendments shall be inserted into the PAMP and the final revised document shall be recorded by the Martin County Clerk of Courts. The revised PAMP will be labeled with the appropriate O.R. Book and Page Number. Three copies of the revised document shall be provided to the Martin County Environmental Planning Administrator within thirty (30) days of the Recording date.

INTRODUCTION

The subject portion of the *Floridian Golf Club PUD* property is located in Martin County, and a portion of the overall project falls outside Martin County in the municipal limits of the City of Port St. Lucie. This PAMP covers only that portion of the property that occurs within Martin County.

The property covered by this Environmental Assessment is comprised of 121.6 acres located along N.W. Gilson Road. A Location Map and Aerial Photo with the subject property boundary are provided in the Maps Section. This PAMP is to be used in conjunction with all phases of the Master Site Plan as depicted by Lucido & Associates, Inc.

2.0 ENVIRONMENTAL ASSESSMENT

The Environmental Assessment includes maps and text which depict the site location, soils, wetlands, uplands, listed species, previous impacts, preserve area locations and boundaries, and other significant environmental features.

2.1 Location – A Location Map is provided in the Maps Section.

2.2 Soils – Soil types on the property were classified using a Soils Survey of Martin County Area, Florida and a copy of the appropriate soils map sheet is included in the Maps Section.

#22 Okeelanta Muck - This nearly level soil is very poorly drained. It is typically found in depressions and freshwater swamps and marshes. This soil is ponded for six to nine months or more in most years. The water table is within a depth of 10 inches most of the rest of the year.

#35 Salerno Sand - This is a nearly level, poorly drained soil found in broad areas of flatwoods. The water table is typically at a depth of less than 10 inches for two to four months during the wet season, and at a depth of greater than 40 inches during the dry season.

#36 Arents, 0 to 2 percent slopes - This soil is nearly level and ranges from somewhat poorly drained to moderately well drained. The water table is at a depth of 30 inches or more for most of the year.

#41 Jonathan Sand, 0 to 5 percent slopes - This is a nearly level to gently sloping, moderately drained soil found in elevated ridges in the flatwoods. The water table is typically at a depth of 40 to 60 inches for one to four months during wet seasons, and below a depth of 60 inches for most of the rest of the year.

#53 Arents, 2 to 35 percent slopes - This steep soil is well drained to excessively drained. It comprises the older, eroded spoil banks along the C-23 Canal.

#61 Hobe Fine Sand, 0 to 5 percent slopes - This somewhat excessively drained soil is typically located on knolls and ridges in coastal areas of flatwoods. The water table is found at a depth of 50 to 60 inches for brief periods, but is generally below 80 inches.

#73 Samsula Muck - This nearly level, organic soil is very poorly drained. It is found in depressions and in freshwater swamps and marshes. The soil is ponded for six to nine months during most years.

2.3 Habitats – The following is a summary of the vegetation communities found on the subject property. Vegetative community classifications were mapped based on the Florida Land Use, Cover and Forms Classification System (FLUCFCS) developed by the Florida Department of Transportation. Field Reconnaissance and aerial photograph interpretation were employed in the mapping effort of the vegetative communities on the subject property.

The subject property has been previously developed as a golf course, roadways and cleared lots and consequently is currently comprised of a mosaic of native wetlands and uplands, as well as improved areas of various types comprising the golf course, lots and an associated surface water management lake system.

There are several FLUCFCS classifications currently present on the site. The natural upland classifications include Pine Flatwoods (411) and Upland Scrub, Pine and Hardwoods (436). Man-made land covers include Residential Low-Density (110), Golf Course (182), Boat Basin (184) and Disturbed Lands (740). The wetland communities on site are classified as Wet Prairies (643). In addition, other surface waters exist as Ditches (510) and Reservoirs Less than 10 acres (534). A land cover map of the observed community types is included in the Maps section. The land cover types observed on the property are described as follows and include approximate acreages and percent cover of the total subject site:

Wetlands

Of the 122.41 acres that make up the subject property within Martin County, 7.65 acres are comprised of wetland habitats, classified as wet prairies that have been previously delineated by South Florida Water Management District.

643 - Wet Prairies (7.65 +/- Ac)

The typical vegetation includes beakrush, St. John's wort, pickerel weed, and other native wetland grasses and herbaceous species. There are several areas that have developed a shrub layer including Carolina willow, buttonbush, and immature forested species such as red maple.

Uplands

The majority of native uplands currently present on the subject property have previously been designated as preserve areas as part of local government approvals. Other areas of native upland as well as developed and disturbed areas that are not designated for preservation also occur within the subject property. The existing native uplands are comprised of pine flatwoods and scrub areas.

411 - Pine Flatwoods (25.8 +/- Ac)

The pine flatwoods are characterized by a mature slash pine canopy, scattered cabbage palms, and oaks. The native understory consists of immature trees of the aforementioned species, as well as saw palmetto, gallberry, and rusty lyonia. Plants making up the ground cover include shiny blueberry, witchgrass, gopher apple, sword fern, and wire grass.

436 - Upland Scrub, Pine and Hardwoods (8.6 +/- Ac)

This scrub category represents a collection of several species found in the upland area. These areas have no one predominant species and are usually comprised of a mixed-low canopy of slash pines, sand pines, sand live oaks, and myrtle oaks. Ground cover is generally comprised of tarflower, gopher apple, and reindeer moss.

110 – Residential, Low Density (1.0 +/- Ac)

A fixed residential structure exists in the southeast portion of the project on the C-23 Canal. The shoreline in this area has been hardened with a seawall.

182 - Golf Courses (39.06 +/- Ac)

The subject site has been previously developed (and reconfigured in 2012) as a golf course facility and currently exhibits features typically associated with this land use. Included in this land cover category are the existing greens, fairways, bunkers, cart paths, access driveways, and an equipment storage area. East of the existing road, the golf course rough area contains mature slash pines.

740 - Disturbed Lands (47.14 +/- Ac)

This land cover category includes areas that have been cleared of their natural vegetative communities prior to the development of the property or as a result of the authorized development of the golf course, as well as the lots along the C-23 Canal and Bessey Creek. There is an additional strip of disturbed land located in the western edge of the property which is the result of a stormwater berm constructed as part of the River's End plat.

Other Surface Waters

534 - Reservoirs less than 10 acres (7.1 +/- Ac)

The subject site contains surface water management lakes that were constructed as part of the existing golf course and associated site improvements. The western-most lake will be slightly modified as a result of this proposal.

510 - Ditches (0.5 +/- Ac)

The subject site includes a man-made drainage ditch excavated from uplands located in the southeastern portion of the property. This ditch was once connected to the C-23 Canal, but now has a six foot-high weir at its southern end.

184 – Boat Basin (0.2 +/-Ac)

This FLUCFCS designation is typically reserved for Marinas and Fish Camps. There is a small historic excavation used as a boat basin east of the existing residential structure. It has been excavated from the C-23 Canal, and is hardened with seawall on all three sides.

2.4 Listed Species Evaluation

Gopher Tortoise

Gopher tortoises, listed as a Threatened species by the State of Florida, are known to occur on the property. Gopher tortoises are commonly found within pine flatwoods and upland scrub areas, as well as within the disturbed areas that are re-growing in native vegetation. While no formal gopher tortoise survey has been conducted to date, several gopher tortoises and potentially occupied burrows were observed, as well as other signs such as gopher tortoise tracks and scat.

At the time of the conversion of the property to the current golf course facility, a Gopher Tortoise Permit (#MRT-1) was issued by the Florida Game and Fresh Water Fish Commission (now known as the Florida Fish and Wildlife Conservation Commission - FFWCC). During the golf course reconstruction project, all gopher tortoises remaining outside of established preserve areas on the subject property were relocated to preserve areas as authorized by the existing permit in accordance with FFWCC requirements. Although the previous permit authorized incidental take of gopher tortoises, no taking of gopher tortoises is proposed as part of this project.

Florida Scrub Jay

The upland scrub areas constitute potential Florida scrub jay habitat. Scrub jays are listed as a Threatened species by the U.S. Fish and Wildlife Service (USFWS) and FFWCC. A scrub jay survey was conducted in 2007 and concluded that no Florida scrub jays were present on the property. Field reconnaissance conducted in support of this assessment (regularly from 2010 through 2014) did not indicate the presence or likely occurrence of scrub jays on the subject property.

Bald Eagle

The mature pine canopy present in the pine flatwoods provides nesting opportunities for bald eagles. While the bald eagle has been delisted from the Federal endangered list, its nests remain protected under the Bald and Golden Eagle Protection Act. Bald eagles have been observed over the property and perching in trees nearby along the St. Lucie River shoreline, however no nests have been observed (field reconnaissance from 2010 to 2014) on the subject site.

American alligator

American alligators, listed as Threatened by similarity of appearance to the American crocodile by USFWS, have been observed in the surface water management lakes on the subject site.

Wading Birds

Several listed species of wading birds frequently utilize the on-site wetlands and surface water management lakes for foraging. Among the wading bird species observed on site, listed species such as wood stork (state and federally endangered), little blue heron and tricolor heron (both State listed Threatened species) have been observed foraging within the project site. While these species and other wading birds frequent the subject site for foraging, they remain transient species as no nesting was observed on site. Several wading bird colonies have been documented in the region surrounding the site; however, there are no documented nesting colonies on the site.

Osprey

An active osprey nest (FFWCC species of special concern *in Monroe County only*) was observed on the east side of golf hole #1, west of the Phase 2 and 3 limits. The location of this nest can be found on the FLUCFCS Map.

2.5 Previous Impacts

Portions of the subject property have been previously impacted and cleared as part of the golf course area, stormwater system, roadways and in anticipation of residential lot development. Therefore, the site is currently comprised of a mosaic of native wetland and uplands, as well as improved areas of various types including a golf course, cleared areas, roads, and associated surface water management lake system. Land cover classifications presented on the FLUCFCS Map resulting from previous impacts are Golf Course (182), Boat Basin (184), Ditches (510), Reservoirs Less than 10 acres (534), and Disturbed Lands (740). In addition to these activities, approximately 2,870 feet of the shoreline along the C-23 Canal and St. Lucie River has been hardened with seawall or rip-rap extending from the residential structure in the southeast portion of the site northeast and north to the St. Lucie County line.

2.6 Agency Correspondence

Correspondence with state and Federal agencies is provided in the Appendix.

3.0 IDENTIFICATION OF PRESERVE AREAS

3.1 Site Plan - All Preserve areas, right-of-ways and easements are shown on the *Floridian Golf Club PUD* Master Site Plan, a copy of which is included in this PAMP. The Site Plan, as developed by Lucido and Associates, Inc., includes a summary of the following: acreage of wetlands under preservation; acreage of native upland habitat under preservation; and total acreage of the site.

The Site Plan contains the notation: "PRESERVE AREAS ARE NOT TO BE ALTERED WITHOUT WRITTEN PERMISSION OF THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS."

3.2 Legal Recording - The final *Floridian Golf Club PUD* Site Plan will be recorded with the PAMP by the Martin County Clerk of Courts. The Site Plan and the PAMP will be labeled with the appropriate O.R. Book and Page Number and copies of each recorded document will be provided to the Martin County Environmental Planning Administrator within thirty (30) days of the recording date.

4.0 SURVEYING, MARKING AND BARRICADING REQUIREMENTS

The limits of all Preserve Areas shown on the Site Plan for *Floridian Golf Club PUD* will be surveyed and marked in the field with appropriate survey markers and signage. During the clearing and construction phases of the project, Preserve Area boundaries within the construction phase will be marked by physical barriers. No plant material will be removed from the Preserve Areas to facilitate surveying, fencing or soil boring/sampling without prior permission from the Martin County Environmental Planning Administrator.

4.1 Preserve Area Surveying Requirements – Each Preserve Area will be surveyed and marked with permanent monuments at each corner and at other sites necessary for locating the boundary of the Preserve Area. These permanent monuments will be installed under the supervision of a Registered Professional Surveyor and Mapper and will be shown on the Site Plan. Map coordinates of each Preserve Area will be provided to the Martin County Environmental Planning Administrator, in a form compatible for use in the County GIS mapping system.

4.2 Preserve Area Boundary Markers and Signs - Preserve Areas will be posted with permanent signs and boundary markers. Boundary Markers will be placed at the corners of any residential lots abutting Preserve Areas. Signs will be at least 11 x 14 inches in size and will be posted in conspicuous locations along the Preserve Area boundary, at a frequency of no less than one (1) sign per 500 feet.

In areas where preserve areas are adjacent to golf course play areas and/or cart paths, additional signage will be installed indicating that no golf carts are allowed to enter preserve areas and no play is allowed from within designated preserve areas. These signs will be placed at intervals of approximately 250 feet along the common boundaries of golf play areas and designated preserve areas.

In addition to the designated native habitat preservation areas, the Phase 2 and Phase 3 Revised Final Site Plans establish an area of shoreline slope protection along the St. Lucie River and C-23 Canal frontage as well as a living shoreline in the former location of the boat basin. The living shoreline, shoreline slope, and shoreline protection zone will be afforded the same protection as native preserve areas under this PAMP. Preserve area signs will be installed on each lot line within Phase 2 and Phase 3 at the point it intersects with the established shoreline slope protection area.

All boundary markers and signs will be approved by the Martin County Environmental Planning Administrator and where practical they will be in place prior to issuance of building permits. Illustrations of the signs and markers to be used for this project are included as an Appendix to this PAMP.

4.3 Barricading Requirements - Prior to clearing, the developer will ensure that all Preserve Areas within the construction Phase are protected with physical barriers during all clearing and construction activities in accordance with the following guidelines. Barricades will be inspected by County Environmental Division staff prior to initiating land clearing. Removal of the barricade materials will be upon issuance of the final Certificate of Occupancy with authorization from appropriate County staff.

Barricades (not including turbidity screens) will be high-visibility orange safety fence extending from the ground to a height of at least four feet. Barricades will not be attached to vegetation. The barricade installation will include provision of a siltation barrier (turbidity screen) five feet outside the boundary line of the preserve area. Outside the turbidity screen, the high visibility orange safety fence will be installed so as to prevent incursion of equipment or development impacts against the siltation barrier.

All barricades and turbidity screens will be upright and maintained intact for the duration of construction. Where areas are proposed for clearing (i.e. building envelope, utilities, drainage, road right-of-way, etc.) the bright orange barricades and silt fences will be offset at least five feet outside the Preserve Area or placed at the dripline of the canopy trees, whichever is greater. Cut or fill will meet existing grade without encroaching into Preserve Areas.

All native vegetation not slated for removal as part of the development plans will be retained in an undisturbed state and will be barricaded at or outside the dripline of the trees.

Wetlands will be protected from possible surface water and sediment runoff by the placement of silt screens, hay bales or other turbidity control measures, at the boundary of the upland buffer or adjacent upland preserve at least 25 feet from the delineation line prior to any land clearing or construction activity.

It is the responsibility of the owner and developer of *Floridian Golf Club PUD* to inform all contractors of these Marking and Barricading Requirements. Failure to comply with these Marking and Barricading Requirements will be considered a violation of the Site Plan approval. Further work on the project may be stopped until compliance with the Marking and Barricading Requirements is achieved, and the owner or developer may be required to appear before the Code Enforcement Board.

5.0 USE OF PRESERVE AREAS

5.1 Activities Allowed In Preserve Areas – Activities allowed in preserve areas are limited to passive uses such as bird watching and nature enjoyment.

5.2 Activities Prohibited In Preserve Areas - Activities prohibited in Preserve Areas include, but are not limited to: construction or placing of building materials on or above the ground; dumping or placing soil or other substances such as garbage, trash, and cuttings; removal or destruction of native trees, shrubs or other native vegetation; excavation, dredging or removal of soil materials; diking or fencing; vehicular traffic including use by non-motorized vehicles, recreational vehicles and off-road vehicles; permanent irrigation; trimming, pruning, or fertilization; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife conservation and preservation. Golf management and maintenance including mowing, string trimmers, and planting of turf grass is specifically prohibited in all designated preserve areas. The shoreline slope and shoreline protection zones established in Phase 2 and Phase 3 allows for riparian access easements within which elevated walkways may be permitted to facilitate riparian access and protect native vegetation plantings.

No hazardous materials other than fuel and fluids for refueling and maintaining on-site heavy equipment will be stored during the construction phases with the exception of currently permitted golf course maintenance storage facilities. Temporary on-site fuel tanks shall not be located within twenty-five (25) feet of any Preserve Areas and shall be removed upon completion of construction work.

Habitable structures and buildings proposed to be located adjacent to Preserve Areas shall be set back a minimum of ten (10) feet to allow for construction and maintenance without encroaching into the Preserve Area. All other non-habitable structures (e.g. pools, sheds, decks, fences) shall be set back a minimum of five (5) feet from the Preserve Area boundary.

Development activities such as the construction of building pads for associated structures, swales, or culverts for surface water management shall not alter the hydrology of adjacent Preserve Areas, nor shall any activities increase non-point source pollution in Preserve Areas.

6.0 RESTORATION AND MAINTENANCE ACTIVITIES

Except for approved restoration and maintenance activities, Preserve Areas will be left undisturbed. All maintenance of Preserve Areas will be in accordance with this PAMP for *Floridian Golf Club PUD*. Maintenance and management activities will be performed by or under the supervision of a qualified environmental professional and must be approved by the Martin County Environmental Planning Administrator. The following restoration and maintenance activities may be allowed within Preserve Areas with prior written approval from the Environmental Planning Administrator: exotic plant removal, re-vegetation or planting native vegetation, and removal of dead, diseased, or safety hazard plant material.

6.1 Exotic Vegetation Removal – Exotic vegetation shall be removed from Preserve Areas by the least ecologically-damaging method available. Such methods include hand pulling, hand spading, cutting with hand or chain saws and in-situ treatment with appropriate herbicides. No debris, including dead plants, plant clippings or wood scraps, shall be disposed of in Preserve Areas. Any dead plant material and/or exotic plant debris removed from Preserve Areas shall be disposed of in a County approved recycling facility.

6.2 Re-vegetation - Any re-vegetation which may be necessary as a result of exotic vegetation removal or site construction activities shall consist of native plant species representative of the existing native plant community. This will ensure that the Preserve Areas maintain indigenous plant associations. Re-vegetation plans shall be submitted to the Martin County Environmental Planning Administrator for approval prior to implementation.

In addition to re-vegetation efforts associated with the exotic removal effort, the living shoreline, shoreline protection zone, and shoreline slope area within Phase 2 and Phase 3 will be re-planted with appropriate native species. These zones will be kept free of exotic vegetation as defined by the Florida Exotic Pest Plant Council in perpetuity. Shoreline planting details for Lots 1 – 10 and Lots 11 – 28 as well as the Living Shoreline are discussed in Section 8.1, Miscellaneous Provisions and Restrictions.

The additional pine flatwoods preserves and creation areas are discussed further in Section 8.2 of this PAMP.

Please note that all preservation, restoration and creation areas as described throughout this PAMP and accompanying Lake Area Management Plan will meet the following vegetative success criteria:

- Desirable native vegetation will cover a minimum of 80% of each preserved/restored or created area within one year of plant installation
- Exotic and nuisance vegetation coverage will be at less than 5% at any given time throughout the year
- If such vegetative criteria are not met, additional measures, such as increased exotic and nuisance plant treatment events and/or re-planting with desirable native species, will commence immediately and will be coordinated with Martin County Growth Management Department staff

6.3 Vegetation Removal - Dead or diseased plant material may be removed from Preserve Areas upon approval by the Martin County Environmental Planning Administrator. Re-vegetation may be required for any removed plant material. No debris, including dead plants, plant clippings or wood scraps, shall be disposed of in Preserve Areas. Any dead plant material and debris removed from Preserve Areas shall be disposed of in a County-approved recycling facility.

6.4 Prescribed Burns - Martin County considers prescribed burns an acceptable habitat management tool. When approved by the Martin County Environmental Planning Administrator, they will be conducted by a certified burn manager who will be responsible for obtaining all appropriate permits from State and local agencies.

6.5 Hydrology - Previous or potential drainage impacts will be corrected to the extent technically feasible. Water quality and the rate, timing, and volume of run-off shall be designed to benefit onsite wetlands and other water bodies. Wetlands and water bodies on adjacent properties shall be protected from adverse impacts.

6.6 Mitigation Plan - There are no proposed impacts to the existing on-site wetlands, therefore there is no proposed mitigation on-site. There will, however, be activities associated with wetland preservation and enhancement that will involve exotic plant removal and re-vegetation (see 6.2 above).

7.0 PROTECTIVE MEASURES FOR LISTED SPECIES

7.1 Gopher Tortoises have been confirmed to be present on the site. In Florida, gopher tortoises are protected as a Threatened species. Under Florida law, no person may take, possess, transport or sell a Listed Species. No land clearing or construction shall occur until all tortoises which may be impacted are relocated to upland preservation areas or to off-site receiver areas as permitted by the FFWCC. A certified environmental professional will supervise clearing in the areas of the gopher tortoise burrows. Tortoises inhabiting burrows in areas to be developed will be captured and relocated following guidelines set forth below. Tortoise burrows may be bucket trapped or excavated using a methodology approved by the Florida Fish and Wildlife Conservation Commission and conducted by an environmental professional possessing a valid relocation permit.

During the golf course reconstruction project, all gopher tortoises remaining outside of established preserve areas on the subject property were relocated to preserve areas as authorized by the existing permit in accordance with FFWCC requirements. Although the previous permit authorized incidental take of gopher tortoises, no taking of gopher tortoises is proposed as part of this project.

During clearing and grubbing operations, equipment operators will be notified of the potential occurrence of gopher tortoises on the site and instructed to observe for roaming and foraging individuals. Should gopher tortoises be seen during the clearing and grubbing, all equipment operations will be stopped and the gopher tortoises will be captured and relocated into a Preserve Area of the project away from the immediate clearing activities. Once the tortoise(s) have been safely relocated to a Preserve Area and restrained by tortoise fencing, equipment operations can resume.

7.2 Commensal Species – If necessary, all gopher tortoise relocation efforts will include trapping of protected burrow commensal species that may occur in the burrows. These commensal species include but are not limited to the Florida mouse (*Peromyscus floridana*), gopher frog (*Rana aerolata*) and Eastern indigo snake *(Drymarchon corais couperi).*

7.3 Relocation of Tortoises – The original approval of the site plan for this property included issuance of a gopher tortoise relocation permit MRT-1 (attached to this PAMP). This permit remains valid for on site relocation of tortoises to preserve areas within the project area. There are several on site preserves under conservation easements in accordance with permit MRT-1 which have been utilized as receiver areas for gopher tortoises that have been relocated. Any necessary relocation of gopher tortoises will be conducted subsequent to installation of the preserve barricades and prior to initiation of site construction.

Should the number of tortoises exceed the carrying capacity of the remaining preserved habitat area on-site, the Martin County Environmental Planning Administrator will be notified and will be provided with a copy of the off site Gopher Tortoise Relocation Permit from the Florida Fish and Wildlife Conservation Commission. All relocations shall be carried out by an environmental professional licensed for gopher tortoise relocations. The responsible party shall have access to literature pertaining to gopher tortoise preservation and shall be encouraged to preserve additional areas and to landscape with native vegetation. Under no circumstances will taking of gopher tortoises occur in order to accommodate the proposed development.

8.0 MISCELLANEOUS PROVISIONS AND RESTRICTIONS

As discussed in sub-section 6.2, Re-vegetation, the shorelines along the C-23 Canal, the Living Shoreline, the North Fork of the St. Lucie River, and along Bessey Creek will require restoration and re-planting in varying degrees. As shown on the Revised Master Site Plan as developed by Lucido & Associates, Inc., three widths exist within the Shoreline Protection Zone (SPZ) areas: 1) 20 feet landward of Mean High Water (MHW) for the proposed lots adjacent to legally hardened (seawall or rip-rap) shorelines; 2) 25 feet landward of MHW for proposed lots adjacent to man-made, unhardened shorelines along the C-23 Canal, and; 3) 75 feet landward of MHW south of SW Harbor Island Way on the island adjacent to natural Bessey Creek.

The primary function for each of these shoreline protection zones, along with the Living Shoreline and "shoreline slope" (the area landward of the SPZ extending to the retaining wall), is to prevent runoff from the developed lots from reaching the receiving water body, thereby eliminating harmful pollutants from entering the St. Lucie River Estuary. The SPZ and shoreline slope within Phase 2 (Lots 1 – 10) and Phase 3 (Lots 11 – 28) as well as the Living Shoreline are discussed in detail in Section 8.1 below.

8.1 Shoreline Provisions within Phase 2 Lots 1 – 10

Based on discussions with Martin County Growth Management Department staff, the SPZ landward of the hardened shoreline within lots 1 – 10 (Phase 2) and lots 11 through a portion of Lot 23 (Phase 3) will be planted with a variety of native groundcover and understory plant species. In addition, a shoreline slope protection area has been established, which occurs immediately landward of the SPZ and extends to the retaining wall that will define the limits of lot fill. The shoreline slope area will be planted with similar plant material, as well. In addition, Lots 17 and 18 (Phase 3) include an existing bulkheaded boat basin where a 20' shoreline protection zone was provided. The revised Final Site Plan for Phase 3 incorporates a new Living Shoreline along the C-23 Canal at the frontage for Lots 17 and 18.. The remainder of Lot 23 through Lot 28 will have the unhardened man made shoreline re-sloped in order to prevent erosion and the 25' SPZ as well as an additional area of shoreline slope will be planted with native vegetation. Please refer to the shoreline planting details provided in the Appendix for plant types, spacing and sizes.

The planting activities within the SPZ and shoreline slope area in Phase 2 will be completed in accordance with the PAMP drawings subsequent to completion of the retaining wall and prior to the issuance of the first Certificate of Occupancy (C.O.) for a residential structure in Phase 2. The planting activities within the SPZ and shoreline slope area in Phase 3 have been completed in accordance with the PAMP drawings subsequent to completion of the retaining wall and shoreline slope re-grading and prior to the issuance of the first Certificate of Occupancy (C.O.) for a residential structure in Phase 3. The Living Shoreline that is being added to Phase 3 (at the water frontage of Lots 17 and 18) will be planted in accordance with the attached Living Shoreline Planting Plan subsequent to the completion of the wall connecting the existing retaining wall sections from Lot 17 and Lot 18.

In addition, the SPZ, Living Shoreline, and shoreline slope within Phase 2 and Phase 3 will be subject to bi-monthly exotic vegetation control events in order to prevent the establishment of exotic and nuisance species in these areas. It is anticipated that these events will occur at a minimum on a bi-monthly basis for a period of one year after the plant installation is complete. After one year, these treatments will be re-evaluated for effectiveness and the treatment schedule will be modified if necessary. Any herbicides which may be used within the SPZ, Living Shoreline, and shoreline slope will be limited to those approved for use within or adjacent to aquatic environments.

Monitoring of the SPZ, Living Shoreline, and shoreline slope plantings within Phase 2 and Phase 3 will be in accordance with the Monitoring Maps as shown in the Appendix. A Time-Zero monitoring report will be prepared within 15 days of the restoration planting completion, and will serve as the certification report for the Growth Management Department. Annual reports detailing the condition of the planted area within Phase 2 and Phase 3 will be submitted to the County for a period of five years subsequent to the Time-Zero report.

The SPZ established in Phase 2 and Phase 3 will be placed under a conservation easement dedicated to the Property Owners' Association in order to simplify compliance with this PAMP. In order to provide for riparian access to lot owners, 12 foot-wide shared riparian access easements will exist along the lot lines in order to provide riparian access. These Riparian Access Easements are further described in the final PUD special condition language. These easements will be dedicated to the property owners' association for compliance purposes.

Details of the SPZ and shoreline slope will be provided for the remaining waterfront lots in subsequent final site plan submittals.

8.2 Shoreline Provisions within Phase 3, Lots 11 – 28

The SPZ landward of the hardened shoreline within lots 11 – 28 (Phase 3) will be planted with a variety of native groundcover and understory plant species. In addition, a shoreline slope protection area has been established, which occurs immediately landward of the SPZ and extends to the retaining wall that will define the limits of lot fill. The shoreline slope area will be planted with similar plant material, as well. For lots 11 – 23 with hardened shoreline a 20' SPZ and additional shoreline slope area (minimum 10') will be planted with native vegetation in accordance with the plans provided in the Appendix.

Lots 17 and 18 (Phase 3) include an existing bulkheaded boat basin where a 20' shoreline protection zone was previously provided and planted with native vegetation. The boat basin is being replaced with a Living Shoreline along the C-23 frontage. The 20' SPZ within the existing boat basin will be eliminated and replaced with a living shoreline that will be planted with mangroves and salt tolerant grasses. The existing retaining wall sections on Lots 17 and 18 will be connected across the boat basin and will define the landward edge of the Living Shoreline. Rip rap will be placed along the waterward boundary of the Living Shoreline (at the mean high water line) for wave attenuation, soil retention, and to allow the ebb and flow of tidal exchange with the C-23 Canal.. The area between the rip rap and the retaining wall will be partially filled providing for a range of 1.0 to 1.5 feet below the mean high water line. The Living Shoreline will then be planted with salt tolerant native vegetation(primarily mangroves) in accordance with the planting plan provided with this PAMP.

The remainder of Lot 23 through Lot 28 will have the unhardened man made shoreline re-sloped in order to prevent erosion and the 25' SPZ as well as an additional area of shoreline slope will be planted with native vegetation. Please refer to the shoreline planting details provided in the Appendix for plant types, spacing and sizes.

The planting activities within the SPZ and shoreline slope area in Phase 3 will be completed in accordance with the PAMP drawings subsequent to completion of the retaining wall and prior to the issuance of the first Certificate of Occupancy (C.O.) for a residential structure in Phase 3. The planting activities within the Living Shoreline in Phase 3 will be completed in accordance with the PAMP drawings subsequent to completion of the retaining wall on Lots 17 and 18 and prior to the issuance of a Certificate of Occupancy (C.O.) for a residential structure on Lots 17 or 18..In addition, the SPZ, Living Shoreline, and shoreline slope within Phase 3 will be subject to bi-monthly exotic vegetation control events in order to prevent the establishment of exotic and nuisance species in these areas. It is anticipated that these events will occur at a minimum on a bi-monthly basis for a period of one year after the plant installation is complete. After one year, these treatments will be re-evaluated for effectiveness and the treatment schedule will be modified if necessary. Any herbicides which may be used within the SPZ, Living Shoreline, and shoreline slope will be limited to those approved for use within or adjacent to aquatic environments.

Monitoring of the SPZ, Living Shoreline, and shoreline slope plantings within Phase 3 will be in accordance with the Monitoring Maps as shown in the Appendix. A Time-Zero monitoring report will be prepared within 15 days of the restoration planting completion of the Living Shoreline, and will serve as the certification report for the Growth Management Department. Annual reports detailing the condition of the planted areas within Phase 3 will be submitted to the County for a period of five years subsequent to the Time-Zero report.

The SPZ and Living Shoreline established in Phase 3 will be placed under a conservation easement dedicated to the Property Owners' Association in order to simplify compliance with this PAMP. In order to provide for riparian access to lot owners, 12 foot-wide shared riparian access easements will exist along the lot lines in order to provide riparian access. These Riparian Access Easements are further described in the final PUD special condition language. These easements will be dedicated to the property owners' association for compliance purposes.

Details of the SPZ and shoreline slope will be provided for the remaining waterfront lots in subsequent final site plan submittals.

8.3 Shoreline Provisions within Phase 4, Lots 29 - 46

Details for the Shoreline Protection Zone and Shoreline Slope areas for Phase 4, which include lots 29 through 46, will be provided at the time of Final Site Plan application.

8.4 Shoreline Provisions within Phase 5, Lots 47 - 51

Details for the Shoreline Protection Zone and Shoreline Slope areas for Phase 5, which include lots 47 through 51, will be provided at the time of Final Site Plan application.

8.5 Additional Pine Flatwood Preserve Planting

As part of the approved master plan, additional pine flatwoods upland preserves have been provided on site. These areas consist of varying quality of native habitat, ranging from fully vegetated, partially vegetated with appropriate native species, and remnant golf course area. Based on these existing conditions, those areas designated as pine flatwoods preserve that are partially vegetated or remnant golf course area must be planted with appropriate native vegetation. The sized, spacing, and quantities of such plant species are shown on the Pine Flatwoods Restoration maps provided in the Appendix.

The planting activities within these pine flatwoods areas will be completed in accordance with the PAMP drawings prior to the issuance of the first Certificate of Occupancy (C.O.) for a residential structure in Phase 2. In addition, all upland and wetland preserves shown on the Master Site Plan will be subject to exotic vegetation control treatment events in order to prevent the establishment of exotic and nuisance species in these areas. It is anticipated that these events will occur at a minimum on a bi-monthly basis for a period of one year after the plant installation is complete. After one year, these treatments will be re-evaluated for effectiveness and the treatment schedule will be modified if necessary. Any herbicides used within preserve areas on-site will be limited to those approved for use within or adjacent to aquatic environments.

Monitoring of the restored and created pine flatwood areas will be in accordance with the Monitoring Map as shown in the Appendix. A Time-Zero monitoring report will be prepared within 15 days of the restoration planting completion, and will serve as the certification report for the Growth Management Department. Annual reports detailing the condition of the restored and created pine flatwood area will be submitted to the County for a period of five years subsequent to the Time-Zero report.

8.6 Lake Littoral Zones

The alteration of the on-site stormwater management lake (Lake 2) will require provision of planted littoral zones in accordance with the requirements of Martin County's Excavation and Fill Ordinance. The location of these littoral zones, along with the plant types and planting specifications, are detailed in a Lake Area Management Plan (LAMP) which is included as part of this PAMP.

The supplemental planting activities within the lake littoral zones will be completed in accordance with the LAMP drawings prior to the issuance of the first Certificate of Occupancy (C.O.) for a residential structure in Phase 2. In addition, the lake littoral zone areas shown on the LAMP drawings will be subject to exotic vegetation control treatment events in order to prevent the establishment of exotic and nuisance species in these areas. It is anticipated that these events will occur at a minimum on a bi-monthly basis for a period of one year after the plant installation is complete. After one year, these treatments will be re-evaluated for effectiveness and the treatment schedule will be modified if necessary. Any herbicides used within littoral zones will be limited to those approved for use within or adjacent to aquatic environments.

9.0 TRANSFER OF RESPONSIBILITIES

The property owner(s) and developers of *Floridian Golf Club PUD* are responsible for implementation of all requirements of this Preserve Area Management Plan until such time as the developer transfers responsibility to the owners or a successor. The Martin County Environmental Planning Administrator will be notified in writing within thirty (30) days of transfer of ownership of any lands to be preserved under this PAMP. Failure to notify will be considered as non-compliance with the terms of this PAMP.

The developer will pay his share of total cost of management activities or fines on a per lot basis if he retains ownership of lots. At such time as the developer is ready to transfer control of the *Floridian Golf Club PUD* to the property owners, whether the developer retains ownership of the lots in the project or not, an environmental professional shall certify, in writing, to the Martin County Environmental Planning Administrator, that the Preserve Areas are in full compliance with this PAMP.

The developer and/or successor will be responsible for maintaining the Preserve Areas in their existing natural condition with the periodic removal of invasive exotic vegetation. After transfer of responsibilities, funding for all maintenance and management programs will be the responsibility of all successors.

10.0 MONITORING, REPORTING AND INSPECTIONS

10.1 Monthly Construction Reports – During land clearing and earthwork related construction of *Floridian Golf Club PUD*, the developer will be responsible for submitting a monthly report on the progress of earthwork and land clearing activities, which will address all aspects of the site construction relative to the Preserve Areas. Information regarding construction and maintenance of the Preserve Areas, such as placement of barriers and signage, removal of exotic vegetation, re-vegetation, prescribed burns, etc. will be described and supported with photographs, where appropriate.

10.2 Annual Monitoring Reports -

Monitoring and reporting will be conducted annually by a qualified environmental professional for a period of five years from the date of completion of the project or project phase encompassing the monitored area. Annual monitoring will be conducted at the end of the wet season (usually by November 30) and a report of the monitoring will be submitted to the Martin County Environmental Planning Administrator within 30 days of the completion of the monitoring.

The Annual Monitoring Reports will document changes in vegetation including encroachment and/or overgrowth of noxious or exotic vegetation. Fixed-point panoramic photos of all Preserve Areas will be included in each report. The reports will include recommendations for exotic vegetation removal, re-vegetation, and any additional enhancement activities necessary to maintain the Preserve Area. A timetable for action within 90 days of the report will be prepared and followed.

A copy of the proposed Annual Monitoring Report format is attached to this PAMP as an Appendix. This format may be modified separately from the PAMP, as necessary, upon written approval from the Martin County Environmental Planning Administrator. Upon request, Martin County Environmental Planning staff may meet with the responsible parties to review the annual monitoring report findings and supply technical assistance and support for stewardship.

The first Annual Monitoring Report due in compliance with this PAMP will be submitted to the Martin County Environmental Planning Administrator no later than December 31 of the year in which construction activity is completed. Subsequent Annual Monitoring Reports will be due on the same date for the next four years.

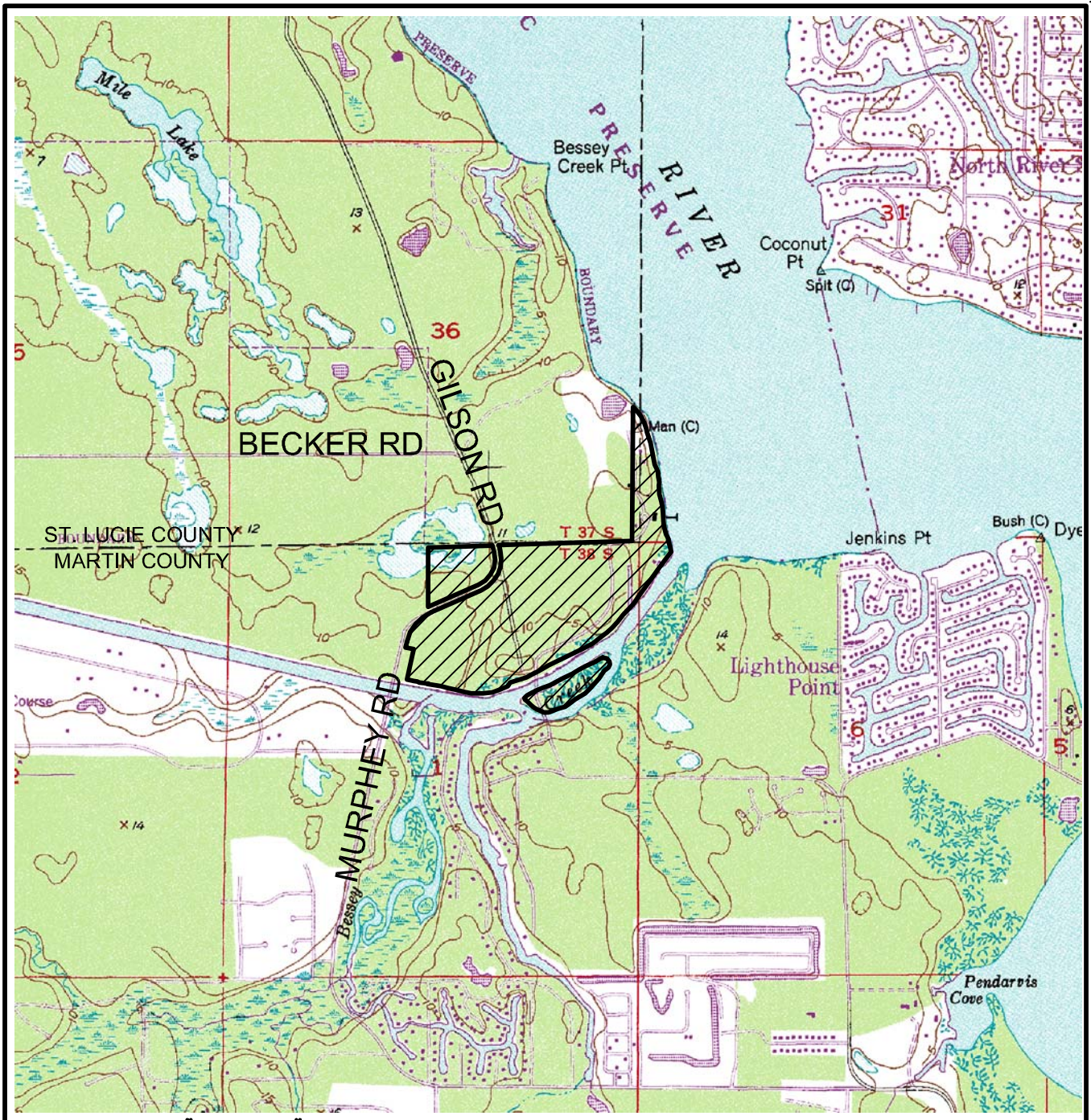
After the initial five-year monitoring period, the Preserve Areas may be subject to periodic review and, if conditions warrant, will be subject to further monitoring and maintenance to ensure environmental integrity, consistent with the provisions of this Plan.

10.3 Inspections - Martin County is authorized to inspect any County regulated site or appurtenance. Duly authorized representatives of Martin County may, at any time, upon presenting proper identification, enter upon and shall be given access to any premises for the purpose of such inspection.

11.0 ENFORCEMENT

Martin County shall have the right to enforce the provisions of this PAMP through any available administrative or civil proceeding, which may result in penalties. Restoration of habitat and other remedies, such as fines and fees covering staff time, may be required of any person, corporation or other entity found in violation of any of the provisions of this PAMP or of Article 10 of the Martin County Land Development Regulations.

APPENDIX



USGS QUAD MAP "PALM CITY", SECTION 31, TOWNSHIP 37 SOUTH, RANGE 41 EAST, SECTION 1, TOWNSHIP 38 SOUTH, RANGE 40 EAST, SECTION 6, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY FLORIDA, LATITUDE 27°12'37", LONGITUDE 80°17'23"

LEGEND

▨ - SITE (121.6 AC)

0 2000

SCALE IN FEET

FLORIDIAN GOLF CLUB PUD

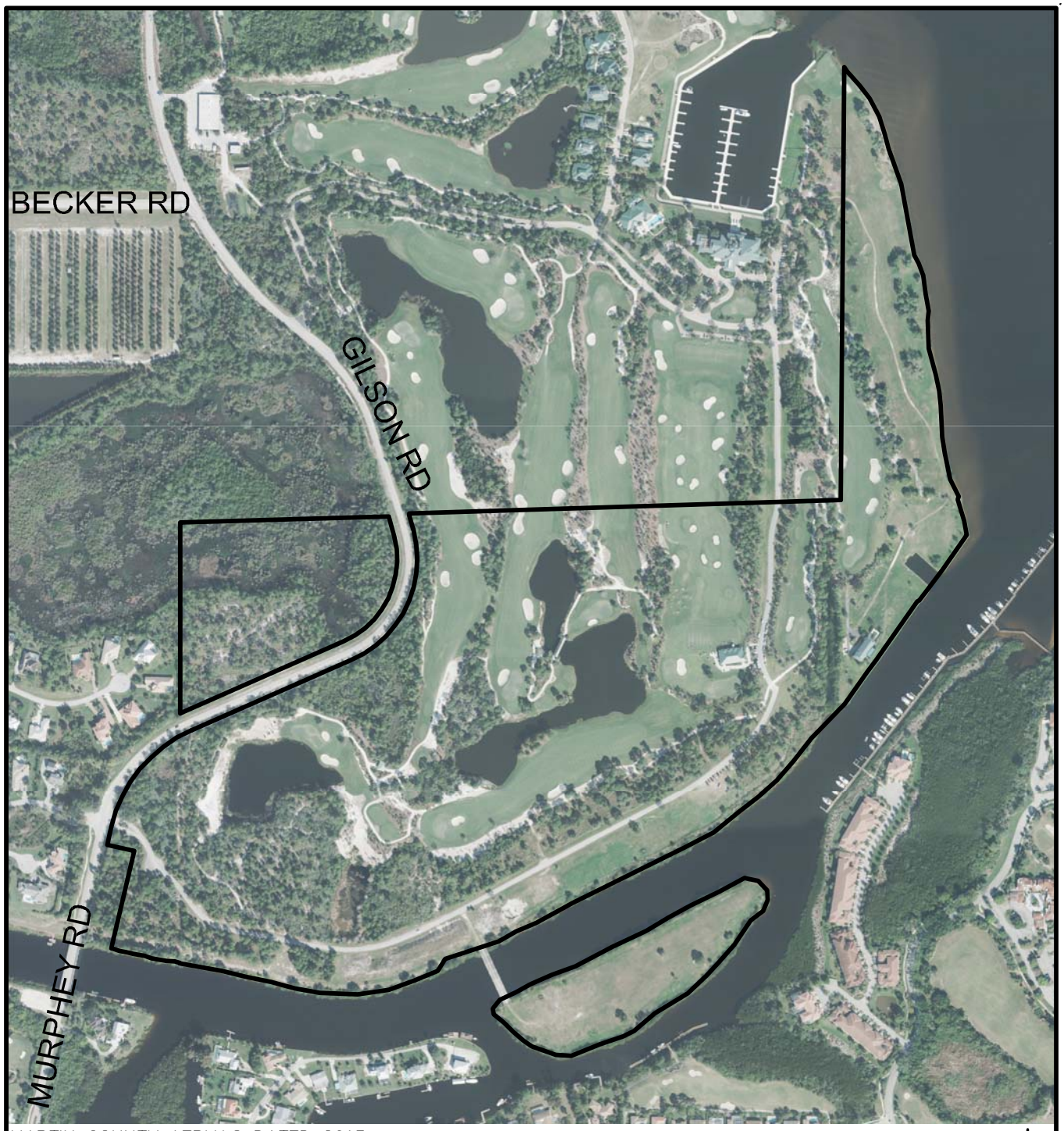
LOCATION MAP

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JUNE 2013

FIGURE 1

FLORIDIAN PUD.dwg LOCATION



MARTIN COUNTY AERIALS DATED 2013

0 600
SCALE IN FEET

FLORIDIAN GOLF CLUB PUD

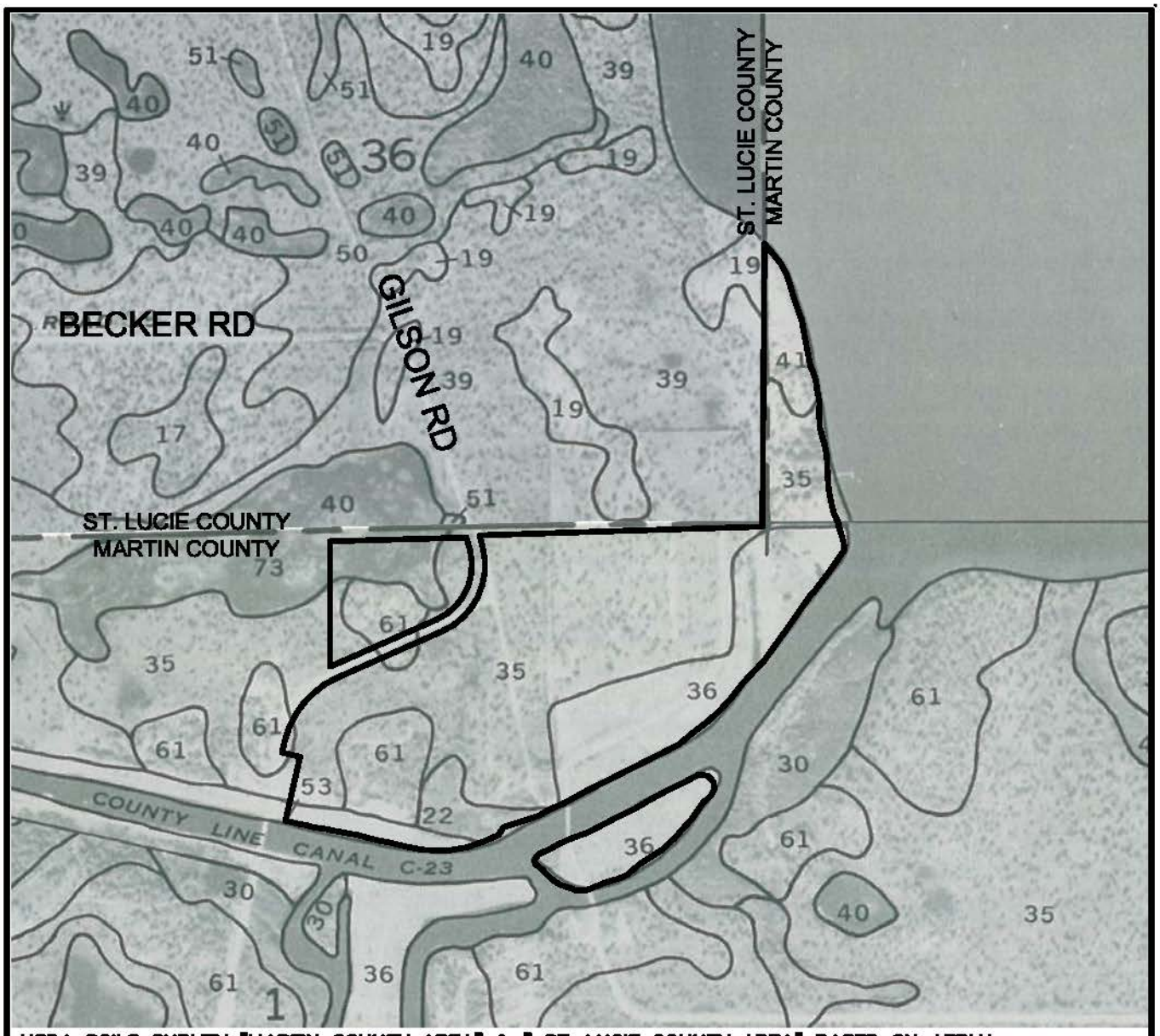
AERIAL MAP

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FIGURE
2

FLORIDIAN PUD.dwg AERIAL



USDA SOILS SURVEY "MARTIN COUNTY AREA" & " ST. LUCIE COUNTY AREA" BASED ON AERIAL PHOTOGRAPHY DATED 1972

LEGEND

22 - OKEELANTA MUCK
35 - SALERNO SAND
36 - ARENTS, 0 TO 2 PERCENT SLOPES
41 - JONATHAN SAND, 0 TO 5 PERCENT SLOPES
53 - ARENTS, 2 TO 35 PERCENT SLOPES
61 - HOBE FINE SAND, 0 TO 5 PERCENT SLOPES
73 - SAMSULA MUCK

0 1000
SCALE IN FEET

FLORIDIAN GOLF CLUB PUD

SOILS MAP

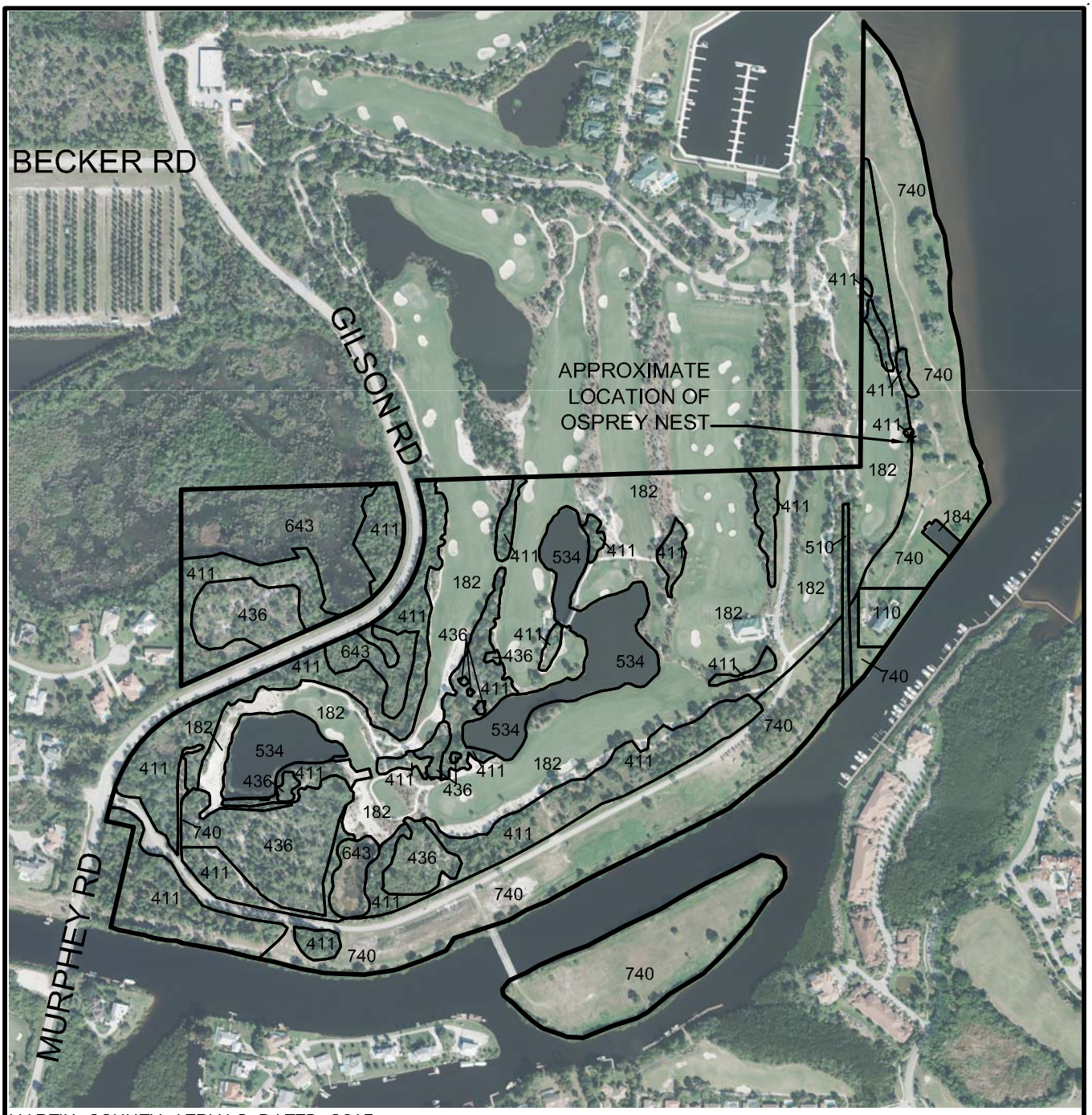
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FIGURE 3

FLORIDIAN PUD.dwg SOILS

1000



MARTIN COUNTY AERIALS DATED 2013

LEGEND

110 - RESIDENTIAL
182 - GOLF COURSES
184 - BOAT BASIN
411 - PINE FLATWOODS
436 - UPLAND SCRUB
510 - DITCHES
534 - LAKES < 10 ACS
643 - WET PRAIRIES
740 - DISTURBED LANDS

0 600
SCALE IN FEET

FLORIDIAN GOLF CLUB PUD

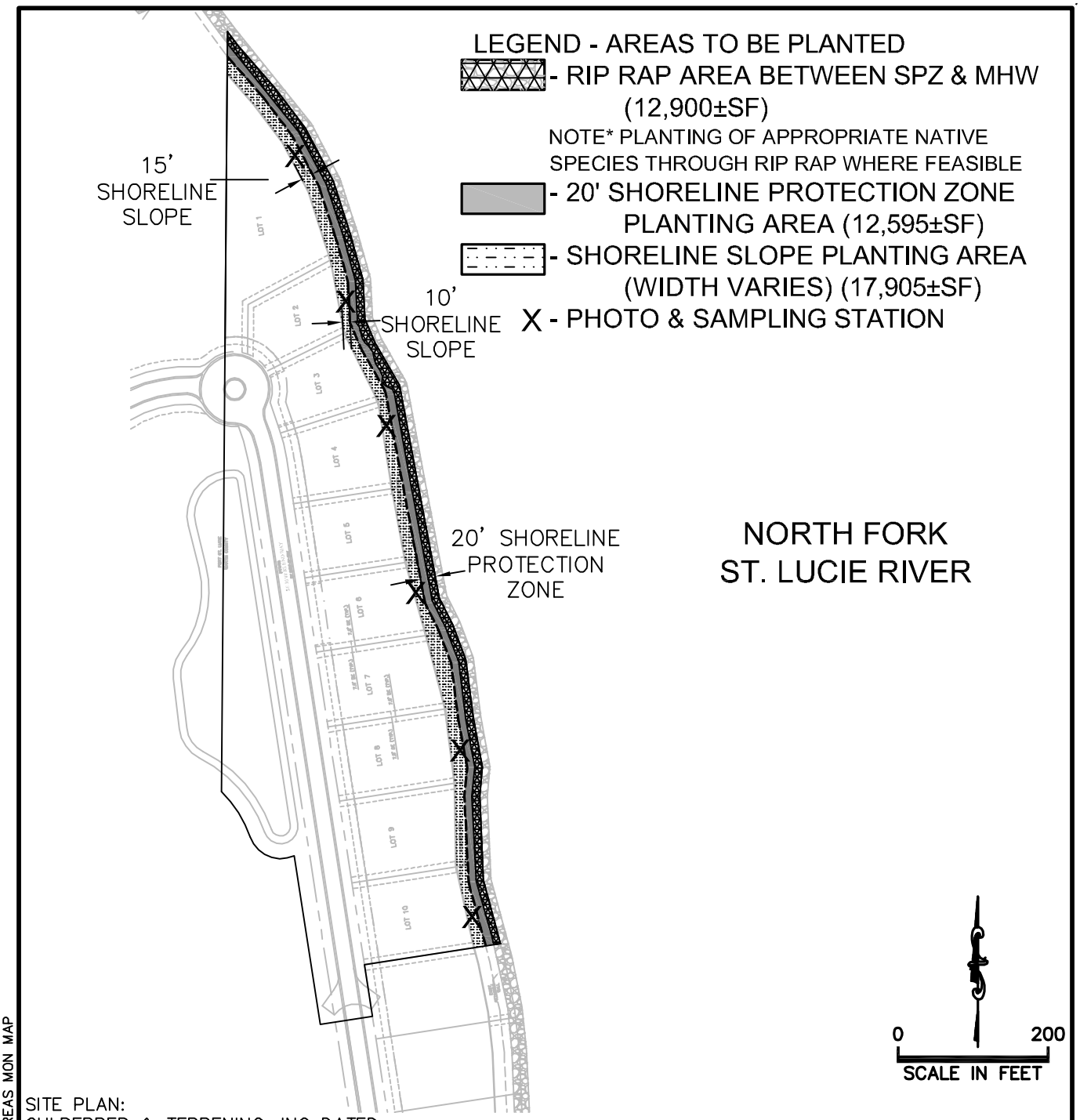
FLUCCS MAP

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FIGURE 4

FLORIDIAN PUD.dwg FLUCCS



SITE PLAN:
CULPEPPER & TERPENING, INC DATED
06-06-2013

FLORIDIAN GOLF CLUB PUD
PHASE 2 LOTS 1-10
SHORELINE PLANTING AREAS
MONITORING MAP

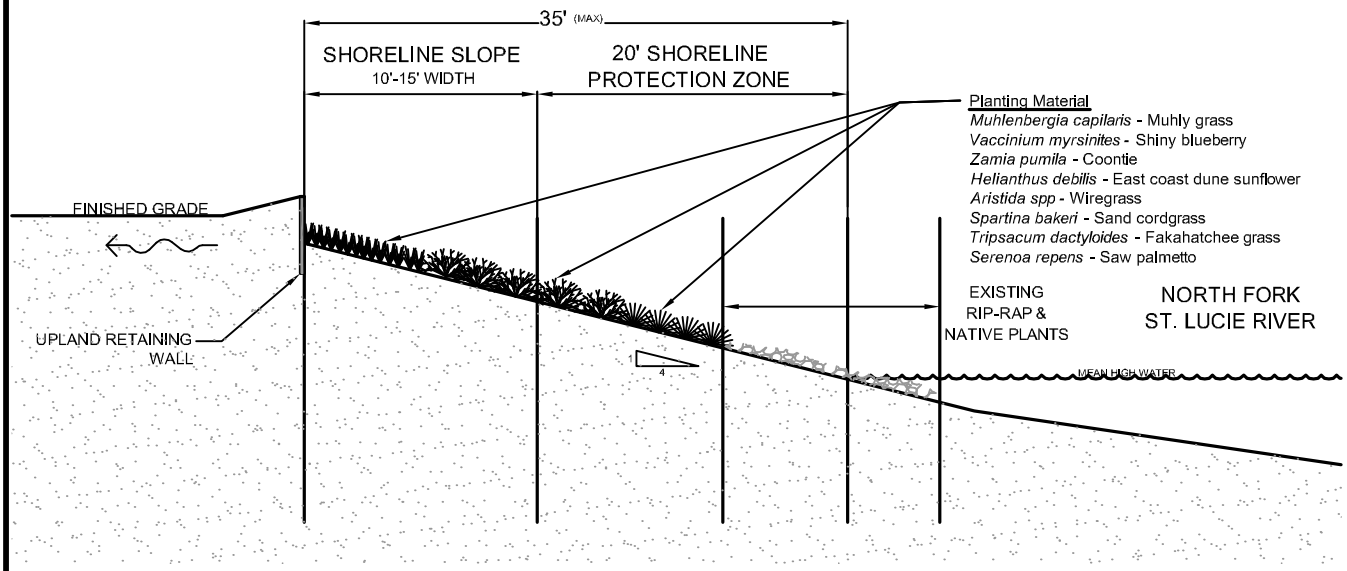
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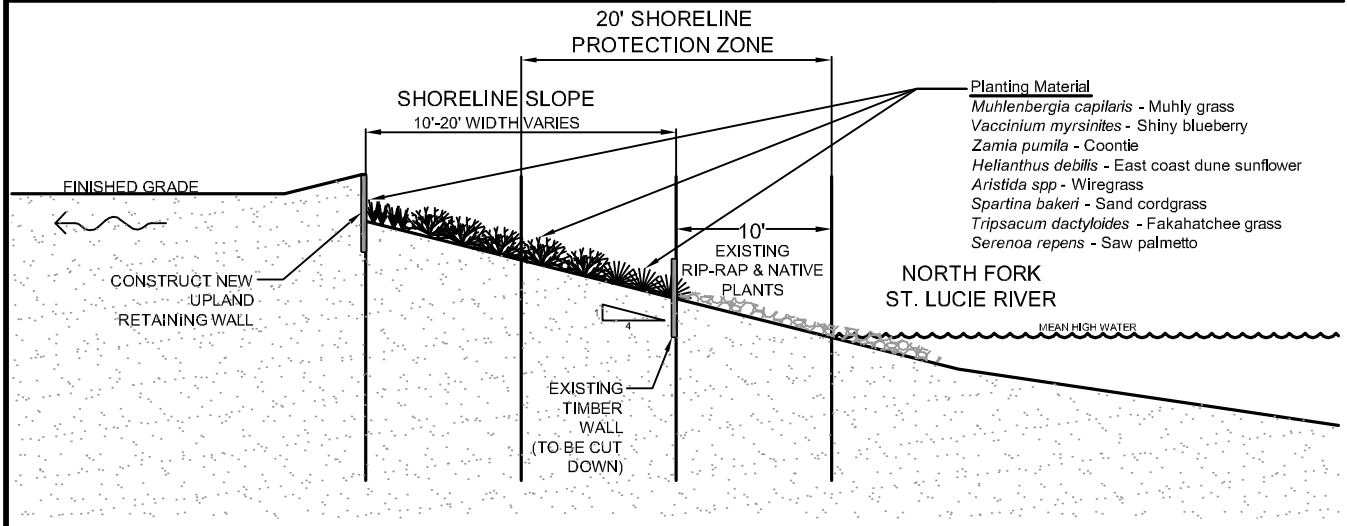
FIGURE

FLORIDIAN PUD PHASE 2.dwg SHORELINE PLANTED AREAS MON MAP

SHORELINE PROTECTION ZONE EASEMENT & SHORELINE SLOPE SECTION N.T.S.



SHORELINE PROTECTION ZONE EASEMENT & SHORELINE SLOPE SECTION N.T.S.



NOTE:

1. EXISTING DESIRABLE NATIVE PLANT MATERIAL WITHIN SPZ & SHORELINE SLOPE TO REMAIN
2. ALL EXOTIC & NUISANCE PLANT SPECIES TO BE REMOVED FROM SHORELINE PROTECTION ZONE & SHORELINE SLOPE
3. THREE-INCH BED OF PINE STRAW WILL BE HAND-LAID WITHIN THE SHORELINE PROTECTION ZONE & SHORELINE SLOPE IN ORDER TO PREVENT WEED GROWTH
4. PLANT SPECIES LISTED MAY BE SUBSTITUTED WITH OTHER APPROPRIATE NATIVE SPECIES BASED ON AVAILABILITY.
5. TEMPORARY IRRIGATION TO BE SUPPLIED UNTIL PLANT ESTABLISHMENT IS ACHIEVED
6. PLANTS TO BE INSTALLED AS TO MIMIC NATURAL OCCURRENCE

FLORIDIAN GOLF CLUB PUD
PHASE 2 LOTS 1-10

SHORELINE SECTION

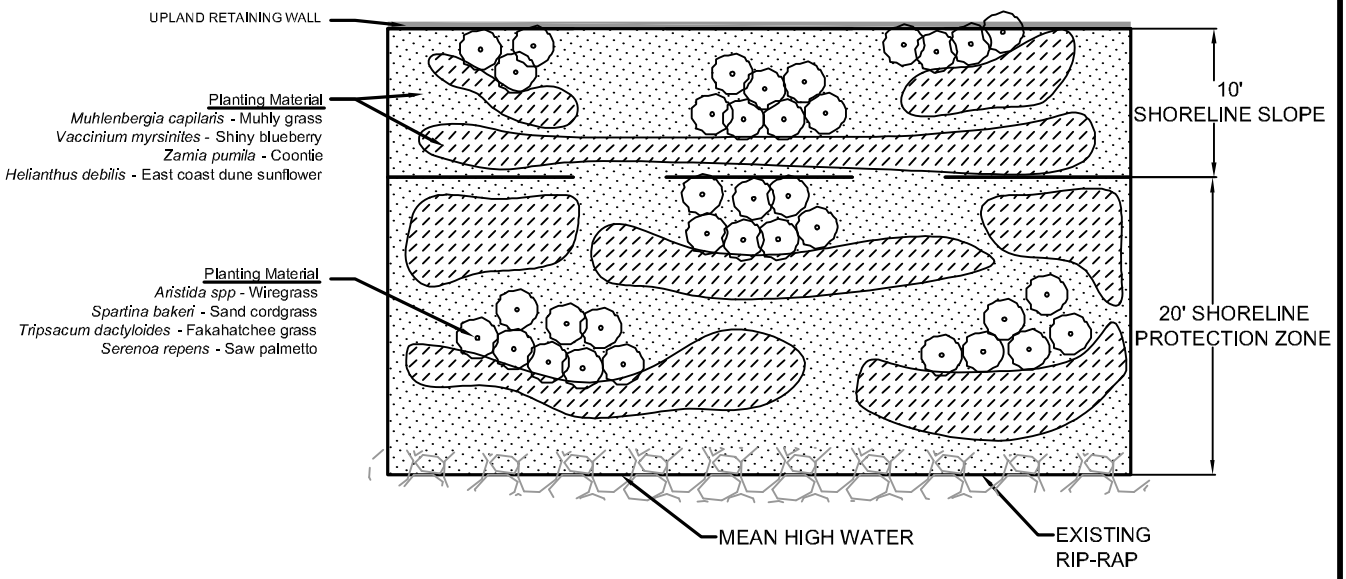
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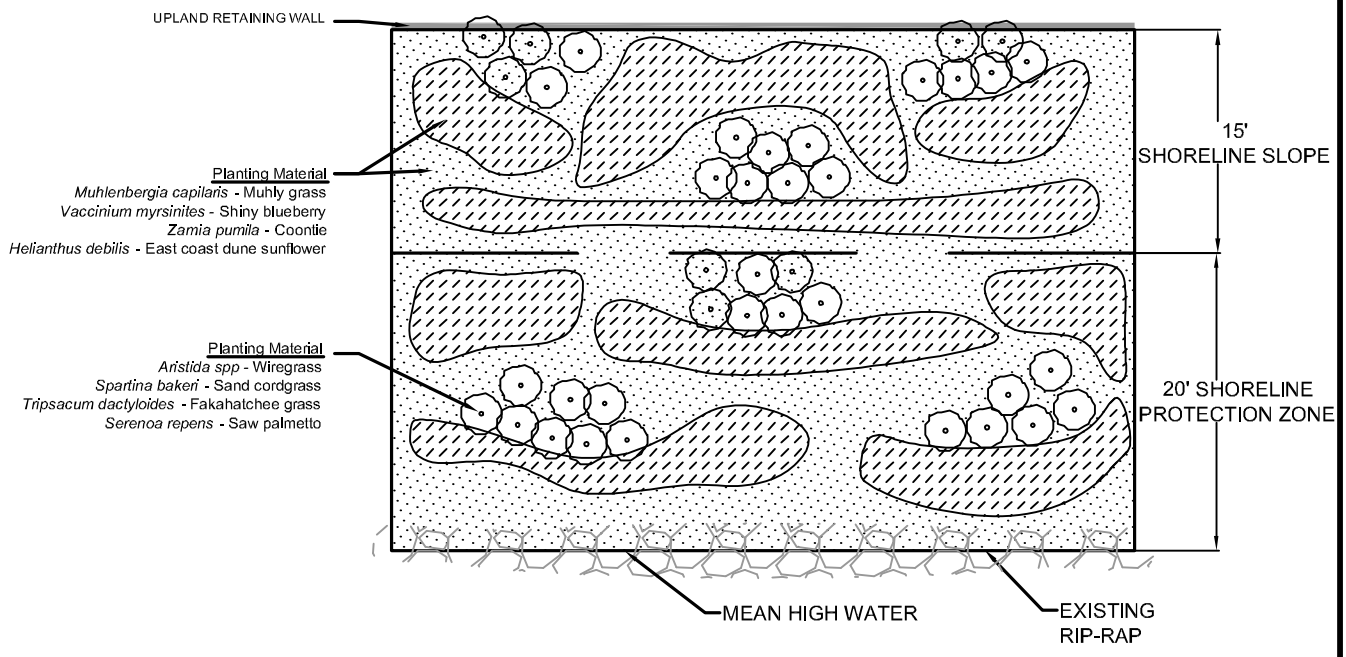
FIGURE

FLORIDIAN PUD PHASE 2.dwg SHORELINE SECTION

SHORELINE SECTION WITH 10' SHORELINE SLOPE N.T.S.



SHORELINE SECTION WITH 15' SHORELINE SLOPE N.T.S.



FLORIDIAN GOLF CLUB PUD
PHASE 2 LOTS 1-10

SHORELINE DETAIL

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FIGURE

FLORIDIAN PUD PHASE 2.dwg SHORELINE DETAIL

20' Shoreline Protection Zone (12,595+/- SF)		
Planting Material - 2' o.c.	**Plant Type**	**Quant.**
Muhlenbergia capilaris	Muhly Grass	520
Vaccinium myrsinites	Shiny blueberry	535
Helianthus debilis	East coast dune sunflower	535
Aristida spp	Wiregrass	520
Spartina bakeri	Sand Cordgrass	515
Tripsacum dactyloides	Fakahatchee grass	520
Planting Material - 3' o.c.		
Zamia pumila	Coontie	1,365
Planting Material - 4' o.c.		
Serenoa repens	Saw Palmetto	750
10' - 15' Shoreline Slope area (17,905+/- SF)		
Planting Material - 2' o.c.	**Plant Type**	**Quant.**
Muhlenbergia capilaris	Muhly Grass	750
Vaccinium myrsinites	Shiny blueberry	765
Helianthus debilis	East coast dune sunflower	760
Aristida spp	Wiregrass	740
Spartina bakeri	Sand Cordgrass	740
Tripsacum dactyloides	Fakahatchee grass	750
Planting Material - 3' o.c.		
Zamia pumila	Coontie	1,965
Planting Material - 4' o.c.		
Serenoa repens	Saw Palmetto	1,080
Pine straw		**Quant.**
		240 bales, 8 pallets

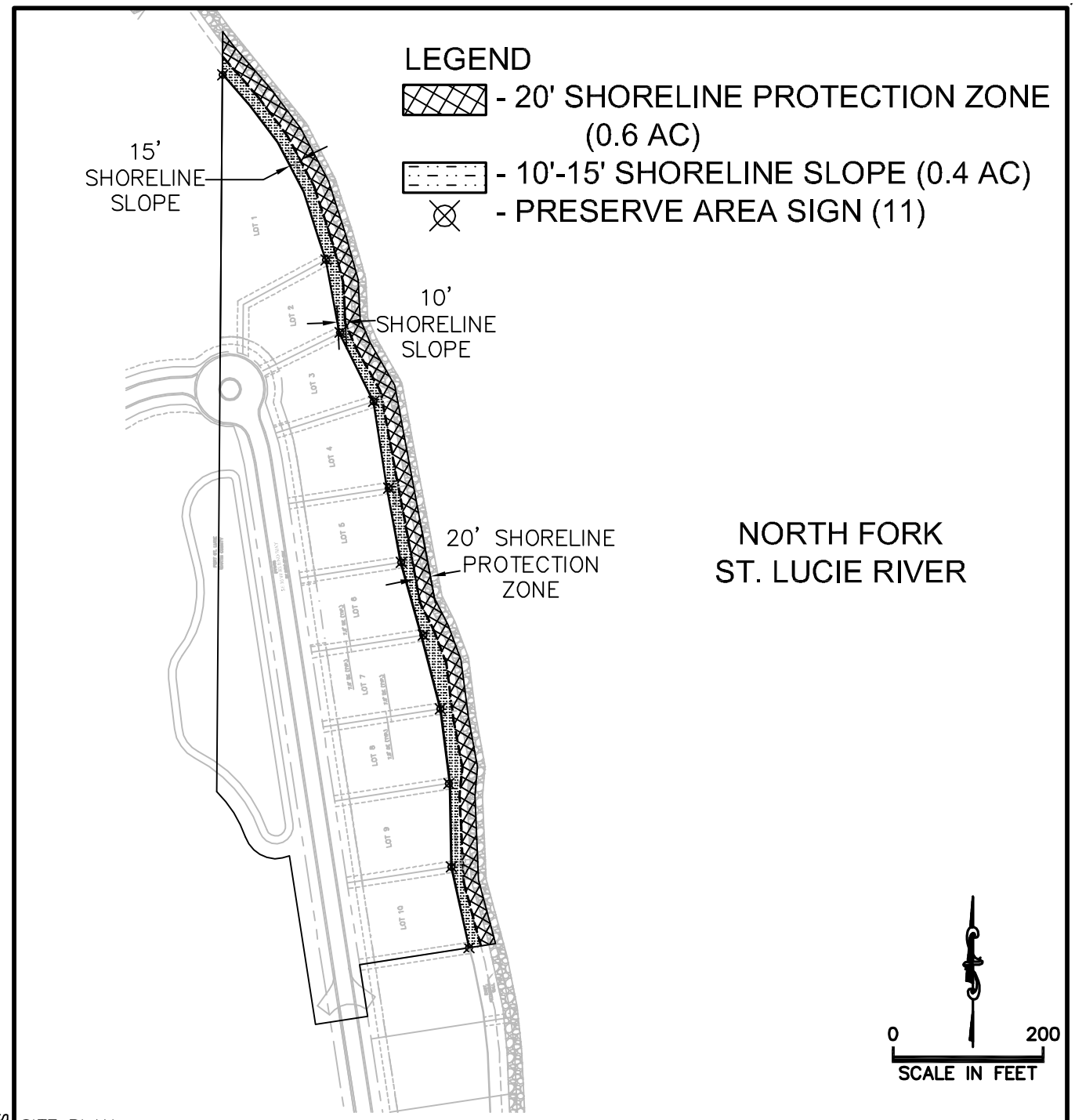
FLORIDIAN GOLF CLUB PUD
PHASE 2 LOTS 1-10
SHORELINE SLOPE & SPZ
PLANTING MATERIALS & QUANTITIES

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FIGURE

FLORIDIAN PUD PHASE 2.dwg SPZ MATERIAL



SITE PLAN:
CULPEPPER & TERPENING, INC DATED
06-06-2013

FLORIDIAN GOLF CLUB PUD
PHASE 2 LOTS 1-10

SHORELINE SLOPE SIGNS

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JUNE 2013

FIGURE

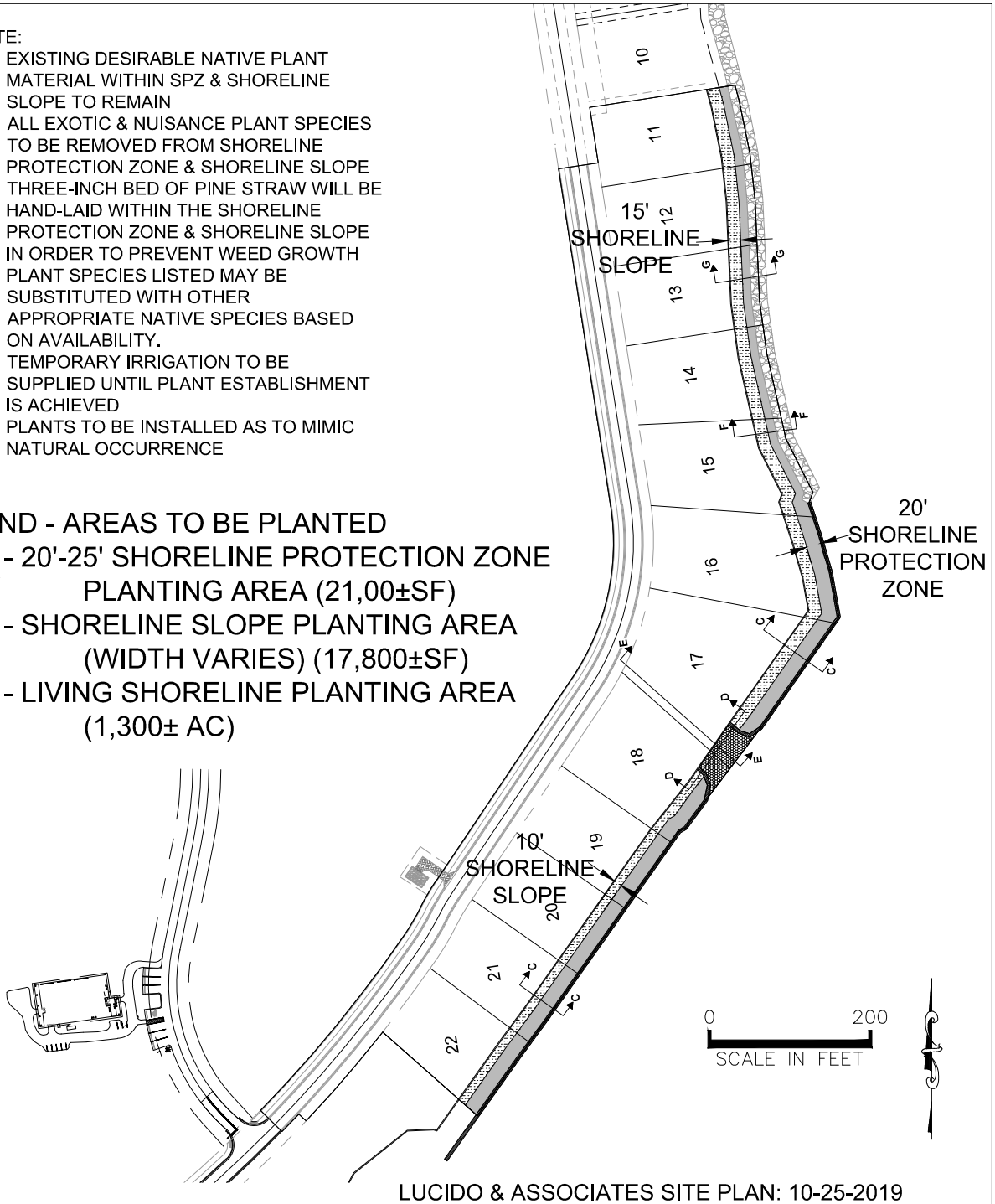
FLORIDIAN PUD PHASE 2.dwg SHORELINE SLOPE SIGNS

NOTE:

1. EXISTING DESIRABLE NATIVE PLANT MATERIAL WITHIN SPZ & SHORELINE SLOPE TO REMAIN
2. ALL EXOTIC & NUISANCE PLANT SPECIES TO BE REMOVED FROM SHORELINE PROTECTION ZONE & SHORELINE SLOPE
3. THREE-INCH BED OF PINE STRAW WILL BE HAND-LAID WITHIN THE SHORELINE PROTECTION ZONE & SHORELINE SLOPE IN ORDER TO PREVENT WEED GROWTH
4. PLANT SPECIES LISTED MAY BE SUBSTITUTED WITH OTHER APPROPRIATE NATIVE SPECIES BASED ON AVAILABILITY.
5. TEMPORARY IRRIGATION TO BE SUPPLIED UNTIL PLANT ESTABLISHMENT IS ACHIEVED
6. PLANTS TO BE INSTALLED AS TO MIMIC NATURAL OCCURRENCE

LEGEND - AREAS TO BE PLANTED

- 20'-25' SHORELINE PROTECTION ZONE PLANTING AREA (21,00±SF)
- SHORELINE SLOPE PLANTING AREA (WIDTH VARIES) (17,800±SF)
- LIVING SHORELINE PLANTING AREA (1,300± AC)



LUCIDO & ASSOCIATES SITE PLAN: 10-25-2019

FLORIDIAN GOLF CLUB PUD
PHASE 3 LOTS 11-22

SHORELINE PLANTING PLAN

EW CONSULTANTS, INC.

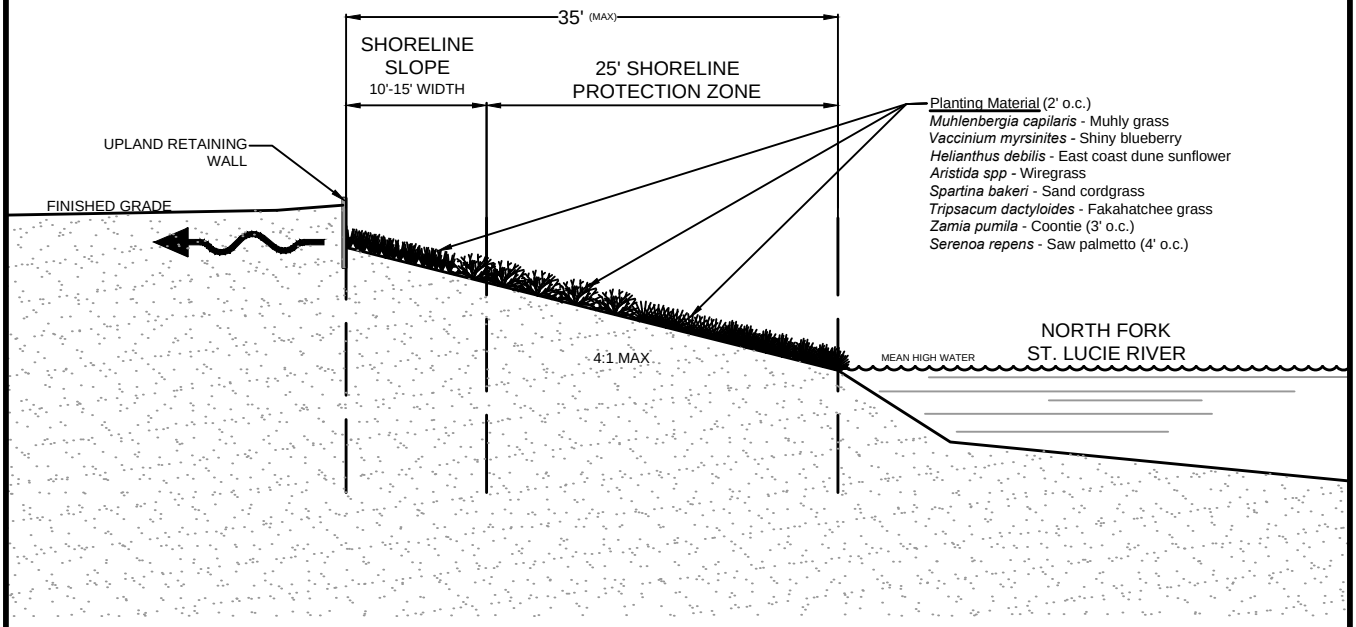
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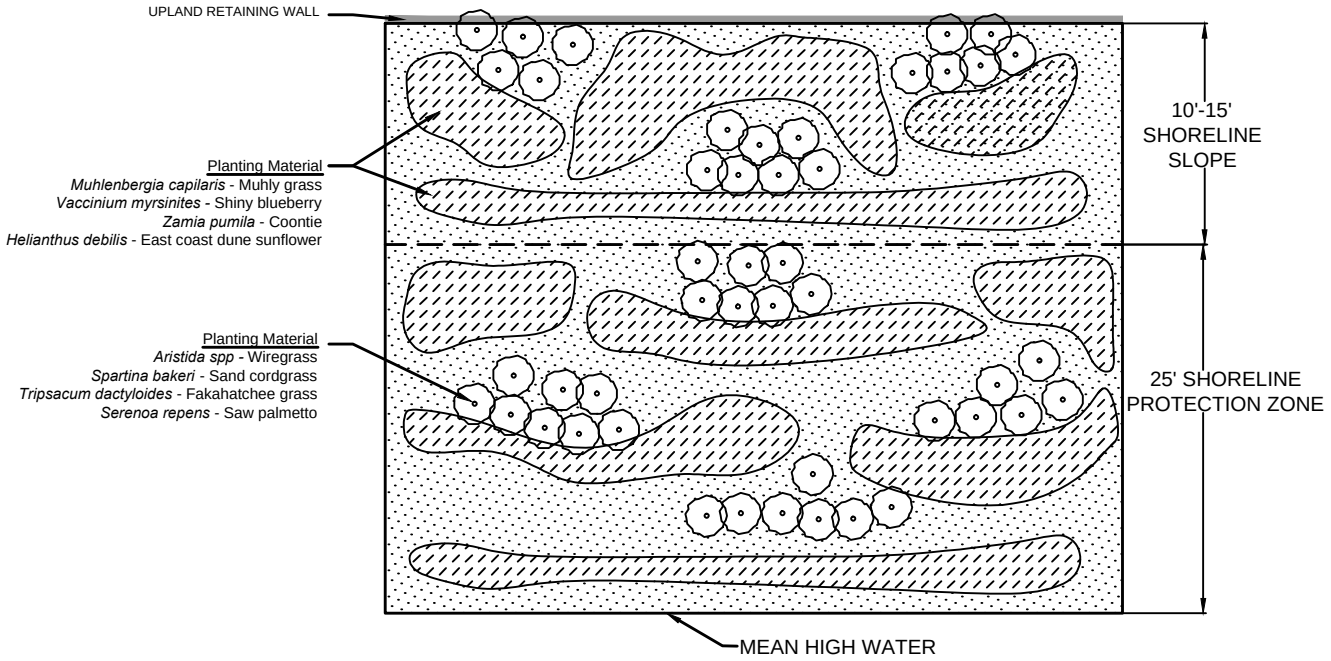
NOV 2019

FIGURE

Floridian Boat Basin PH 3 PAMP 11-2019.dwg SHORELINE PLANTING AREAS

SECTION A-A
LOTS 23-28 MANMADE UNHARDENED SHORELINE





FLORIDIAN GOLF CLUB PUD
PHASE 3 LOTS 11-28
SECTION A-A

N.T.S

MANMADE UNHARDENED SHORELINE

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SEPT 2014

FIGURE

FLORIDIAN PUD PHASE 3 SECTIONS.dwg SECTION A-A

Section A-A

Lots 23-28

25' Shoreline Protection Zone (17,730+/- SF)

Planting Material - 2' o.c.	**Plant Type**	**Quant.**
Muhlenbergia capilaris	Muhly Grass	745
Vaccinium myrsinites	Shiny blueberry	740
Helianthus debilis	East coast dune sunflower	740
Aristida spp	Wiregrass	745
Spartina bakeri	Sand Cordgrass	745
Tripsacum dactyloides	Fakahatchee grass	745
Planting Material - 3' o.c.		
Zamia pumila	Coontie	1,945
Planting Material - 4' o.c.		
Serenoa repens	Saw Palmetto	1,070

10' - 15' Shoreline Slope area (5,905+/- SF)

Planting Material - 2' o.c.	**Plant Type**	**Quant.**
Muhlenbergia capilaris	Muhly Grass	240
Vaccinium myrsinites	Shiny blueberry	245
Helianthus debilis	East coast dune sunflower	235
Aristida spp	Wiregrass	235
Spartina bakeri	Sand Cordgrass	245
Tripsacum dactyloides	Fakahatchee grass	245
Planting Material - 3' o.c.		
Zamia pumila	Coontie	620
Planting Material - 4' o.c.		
Serenoa repens	Saw Palmetto	335

FLORIDIAN GOLF CLUB PUD
PHASE 3 LOTS 11-28
SECTION A-A

MANMADE UNHARDENED SHORELINE

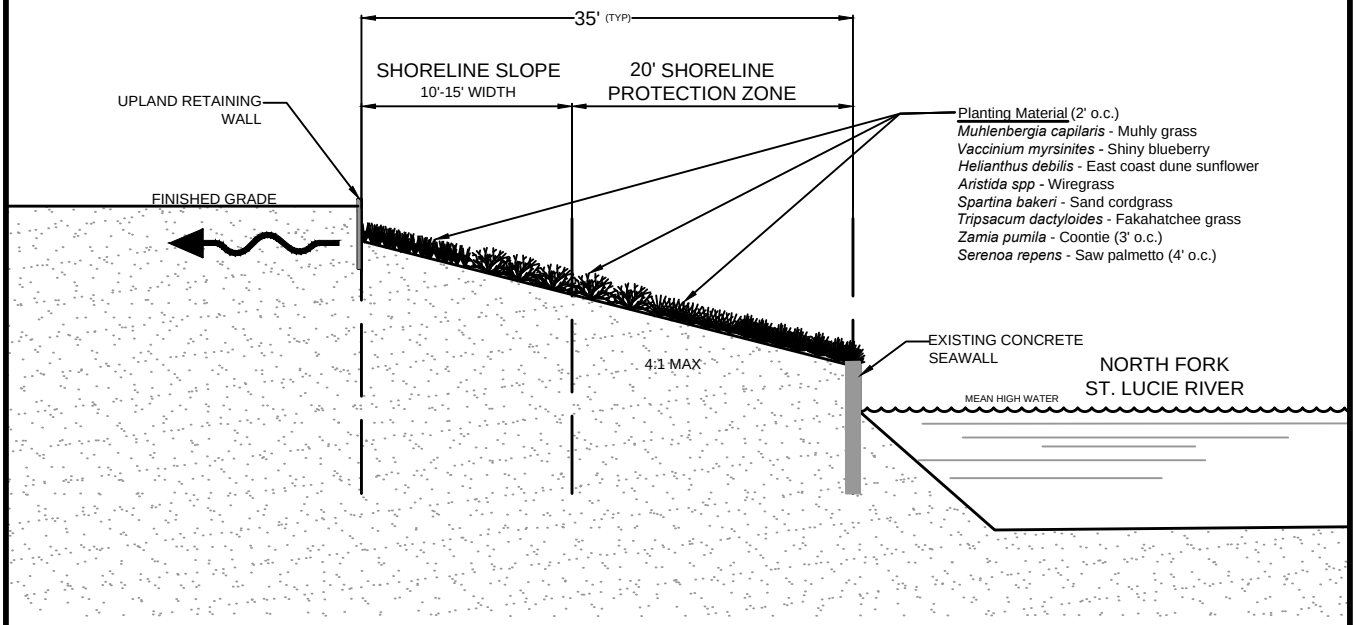
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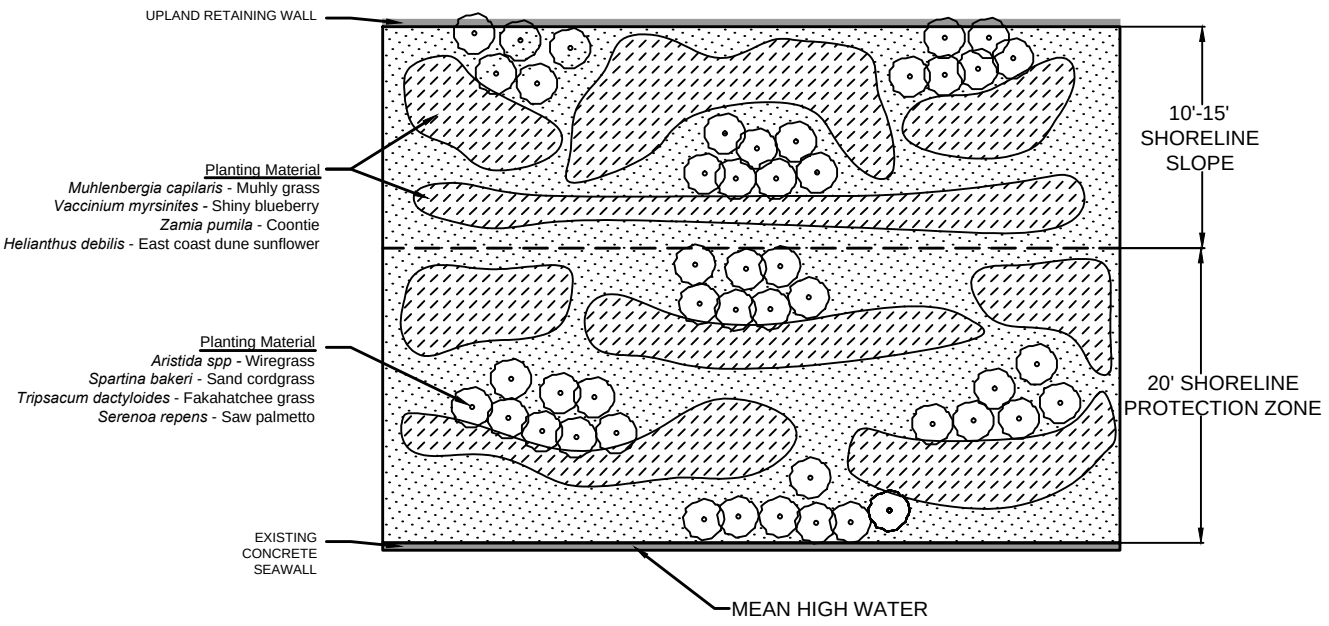
SEPT 2014

FIGURE

J:\FLORIDIAN PUD PHASE 3 SECTIONS.dwg SECTION A-A PLANT MATERIAL

SECTION C-C
LOTS 16-23 LEGALLY HARDENED SHORELINE
(SEAWALL)





FLORIDIAN GOLF CLUB PUD
PHASE 3 LOTS 11-28
SECTION C-C

N.T.S

LEGALLY HARDENED SHORELINE

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FIGURE

FLORIDIAN PUD PHASE 3 SECTIONS.dwg SECTION C-C

Section C-C

Lots 16-23

20' Shoreline Protection Zone (15,350+/- SF)

Planting Material - 2' o.c.	**Plant Type**	**Quant.**
Muhlenbergia capilaris	Muhly Grass	640
Vaccinium myrsinites	Shiny blueberry	640
Helianthus debilis	East coast dune sunflower	640
Aristida spp	Wiregrass	645
Spartina bakeri	Sand Cordgrass	645
Tripsacum dactyloides	Fakahatchee grass	640
Planting Material - 3' o.c.		
Zamia pumila	Coontie	1,675
Planting Material - 4' o.c.		
Serenoa repens	Saw Palmetto	920

10' - 15' Shoreline Slope area (9,865+/- SF)

Planting Material - 2' o.c.	**Plant Type**	**Quant.**
Muhlenbergia capilaris	Muhly Grass	405
Vaccinium myrsinites	Shiny blueberry	410
Helianthus debilis	East coast dune sunflower	410
Aristida spp	Wiregrass	405
Spartina bakeri	Sand Cordgrass	405
Tripsacum dactyloides	Fakahatchee grass	415
Planting Material - 3' o.c.		
Zamia pumila	Coontie	1,060
Planting Material - 4' o.c.		
Serenoa repens	Saw Palmetto	580

FLORIDIAN GOLF CLUB PUD
PHASE 3 LOTS 11-28
SECTION C-C

LEGALLY HARDENED SHORELINE

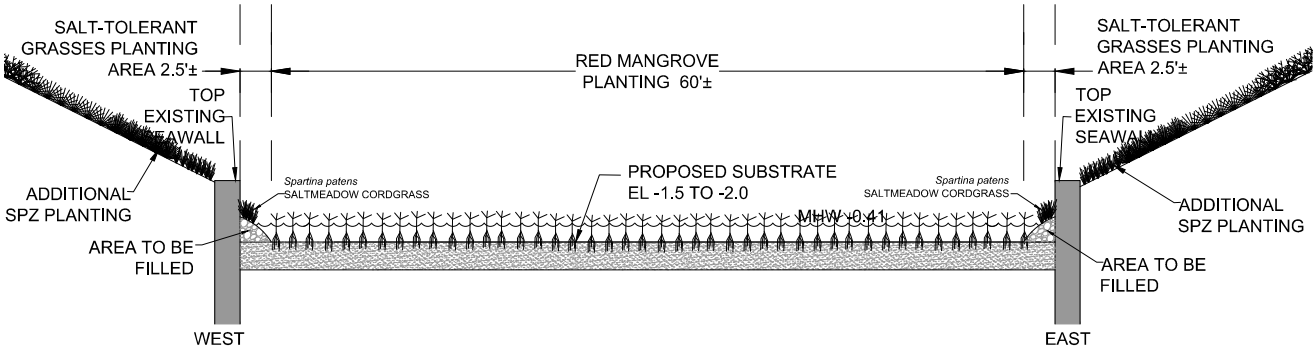
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FIGURE

J:\FLORIDIAN PUD PHASE 3 SECTIONS.dwg SECTION C-C PLANT MATERIAL

SECTION D-D
LIVING SHORELINE



N.T.S.

FLORIDIAN GOLF CLUB PUD
PHASE 3 LOTS 11-22

LIVING SHORELINE

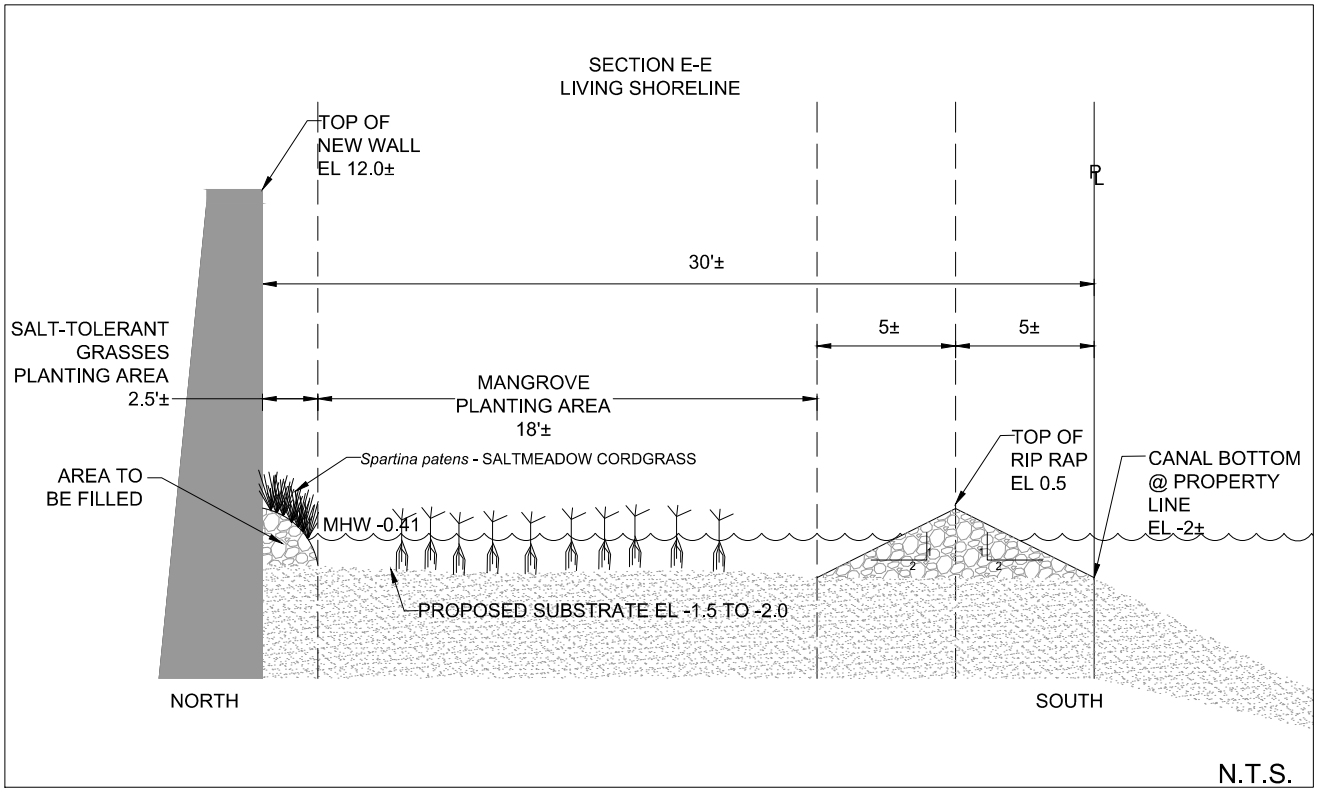
CONSULTANTS, INC.

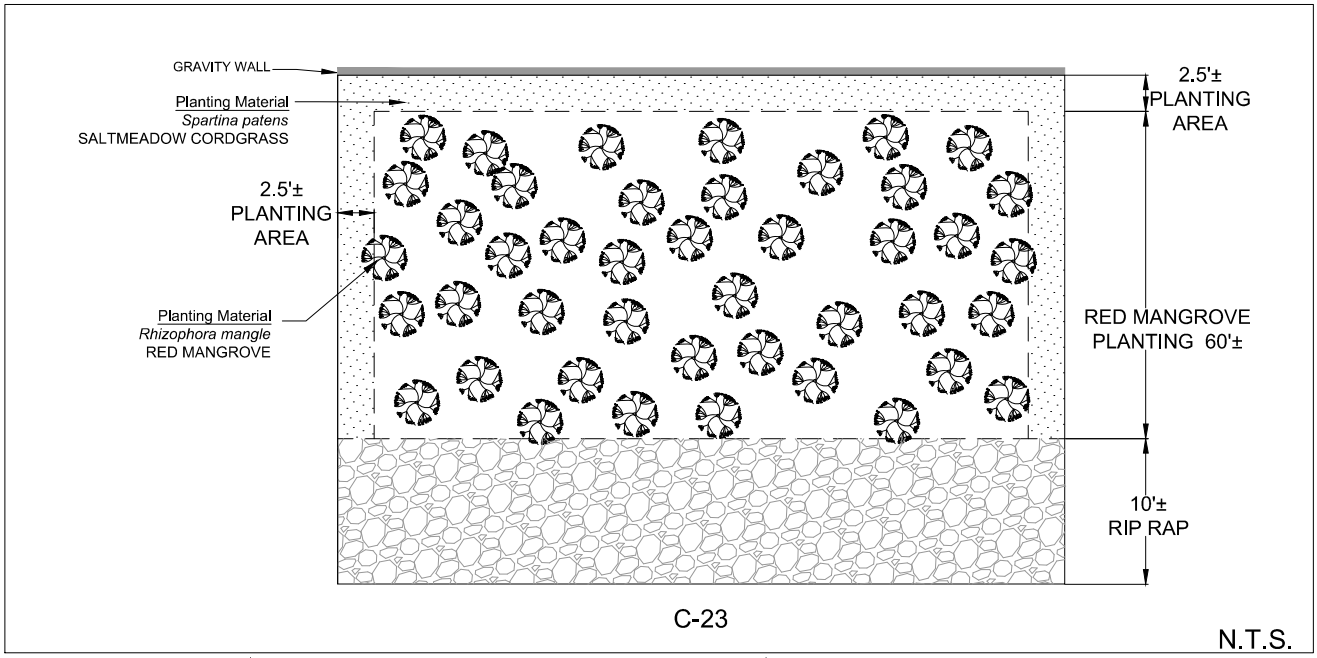
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FIGURE

Floridian Boat Basin PH 3 PAMP 11-2019.dwg SECTION D D





FLORIDIAN GOLF CLUB PUD
PHASE 3 LOTS 11-22

LIVING SHORELINE

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FIGURE

Floridian Boat Basin PH 3 PAMP 11-2019.dwg SECTION E E

Section D-D & E-E

Living Shoreline (1,300+/- SF)

Planting Material - 1' o.c.	**Plant Type**	**Quant.**
Spartina patens	Salt meadow cordgrass	312
Planting Material - 2' o.c.		
Rhizophora mangle	Red Mangrove	345

FLORIDIAN GOLF CLUB PUD
PHASE 3 LOTS 11-22

LIVING SHORELINE

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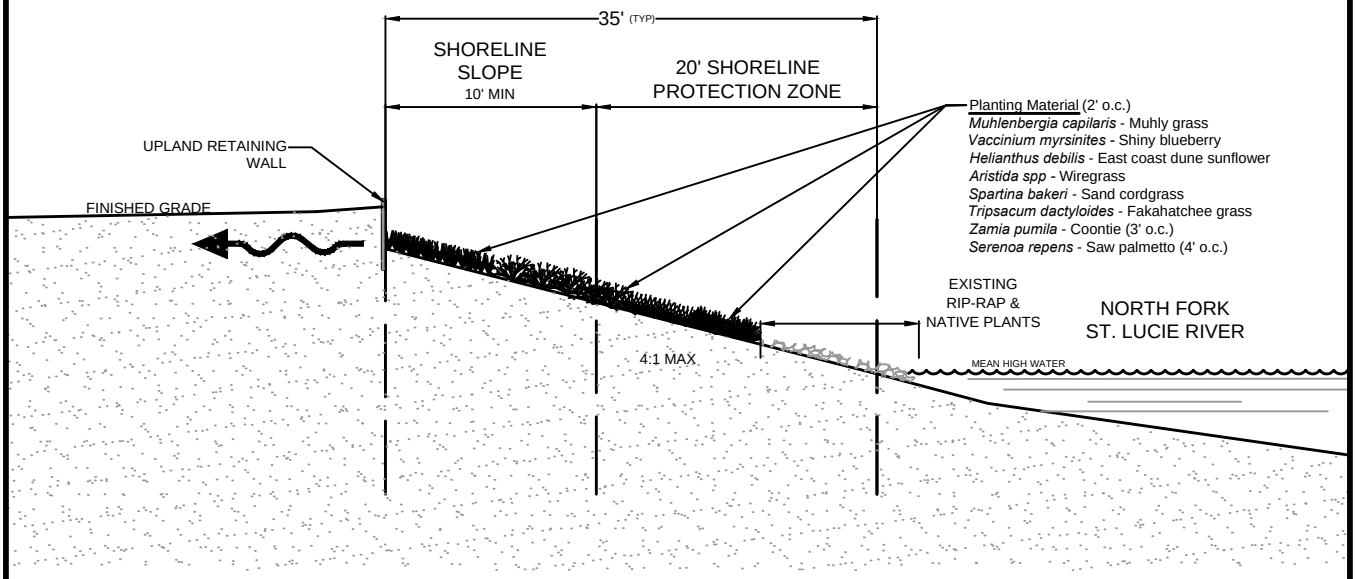
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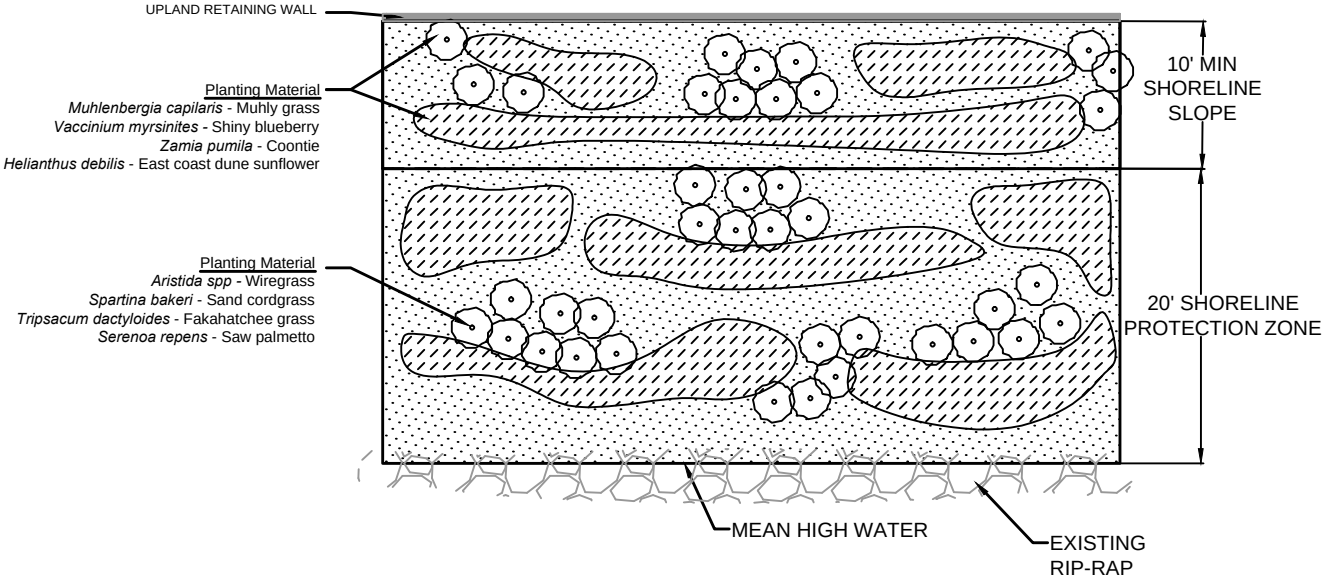
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FIGURE

Floridian Boat Basin PH 3 PAMP 11-2019.dwg PLANTING MATERIAL

SECTION F-F
LOTS 14 & 15 LEGALLY HARDENED SHORELINE
(RIP-RAP)





FLORIDIAN GOLF CLUB PUD
PHASE 3 LOTS 11-28
SECTION F-F

N.T.S

LEGALLY HARDENED SHORELINE

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FIGURE

FLORIDIAN PUD PHASE 3 SECTIONS.dwg SECTION F-F

Section F-F

Lots 14-15

20' Shoreline Protection Zone (2,635+/- SF to edge of existing wall/rip rap)

Planting Material - 2' o.c.	**Plant Type**	**Quant.**
Muhlenbergia capilaris	Muhly Grass	100
Vaccinium myrsinites	Shiny blueberry	100
Helianthus debilis	East coast dune sunflower	105
Aristida spp	Wiregrass	105
Spartina bakeri	Sand Cordgrass	105
Tripsacum dactyloides	Fakahatchee grass	105
Planting Material - 3' o.c.		
Zamia pumila	Coontie	260
Planting Material - 4' o.c.		
Serenoa repens	Saw Palmetto	140

10' min Shoreline Slope area (3,890+/- SF)

Planting Material - 2' o.c.	**Plant Type**	**Quant.**
Muhlenbergia capilaris	Muhly Grass	155
Vaccinium myrsinites	Shiny blueberry	155
Helianthus debilis	East coast dune sunflower	160
Aristida spp	Wiregrass	155
Spartina bakeri	Sand Cordgrass	155
Tripsacum dactyloides	Fakahatchee grass	155
Planting Material - 3' o.c.		
Zamia pumila	Coontie	400
Planting Material - 4' o.c.		
Serenoa repens	Saw Palmetto	215

FLORIDIAN GOLF CLUB PUD
PHASE 3 LOTS 11-28
SECTION F-F

LEGALLY HARDENED SHORELINE

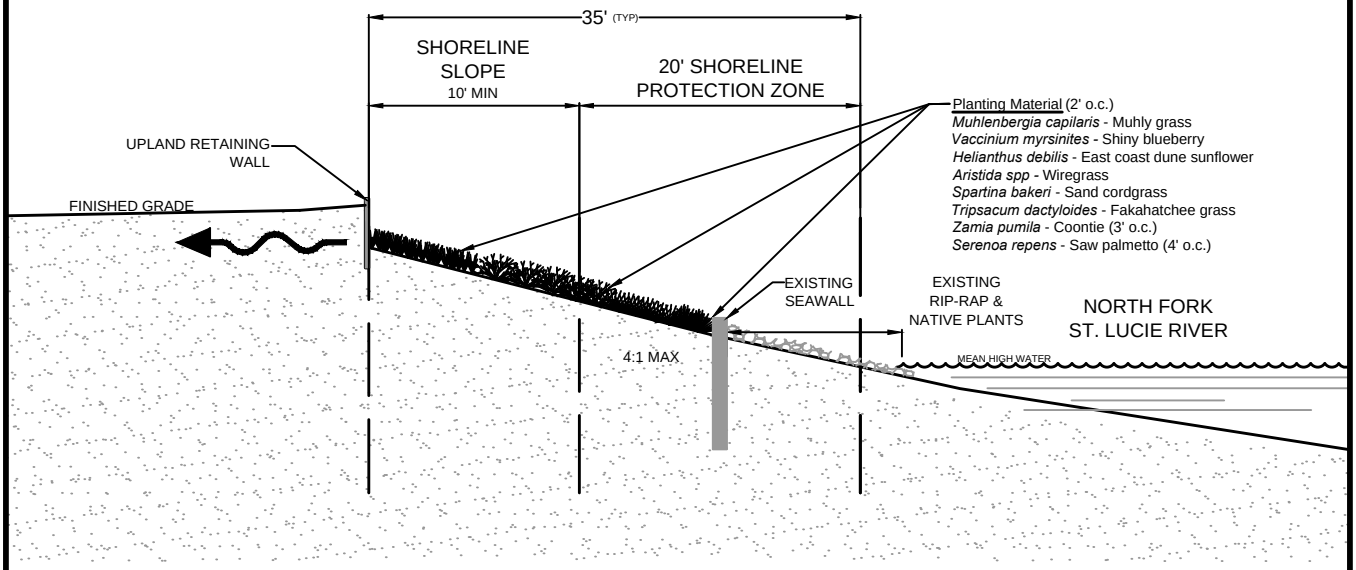
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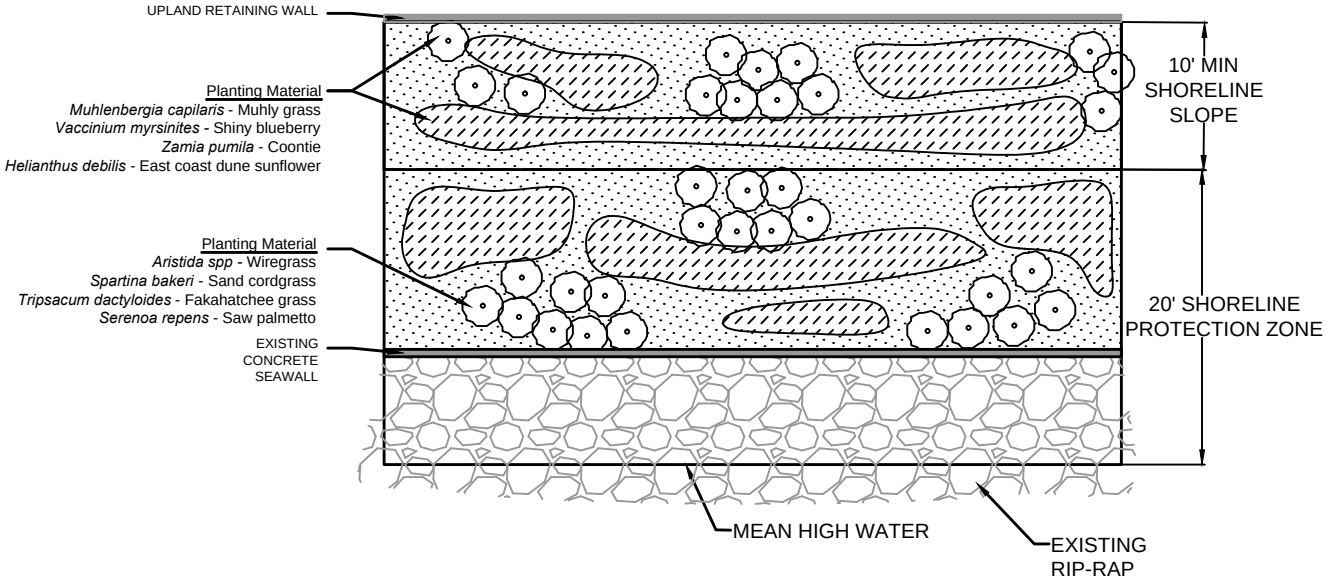
SEPT 2014

FIGURE

J:\FLORIDIAN PUD PHASE 3 SECTIONS.dwg SECTION F-F PLANT MATERIAL

SECTION G-G
LOTS 11-13 LEGALLY HARDENED SHORELINE
(RIP-RAP AND SEAWALL)





FLORIDIAN GOLF CLUB PUD
PHASE 3 LOTS 11-28
SECTION G-G

N.T.S

LEGALLY HARDENED SHORELINE

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FIGURE

J:\FLORIDIAN PUD PHASE 3 SECTIONS.dwg SECTION G-G

Section G-G

Lots 11-13

20' Shoreline Protection Zone (2,670+/- SF to edge of rip rap)

Planting Material - 2' o.c.	Plant Type	Quant.
Muhlenbergia capilaris	Muhly Grass	100
Vaccinium myrsinites	Shiny blueberry	105
Helianthus debilis	East coast dune sunflower	110
Aristida spp	Wiregrass	105
Spartina bakeri	Sand Cordgrass	110
Tripsacum dactyloides	Fakahatchee grass	100
Planting Material - 3' o.c.		
Zamia pumila	Coontie	265
Planting Material - 4' o.c.		
Serenoa repens	Saw Palmetto	140

10' min Shoreline Slope area (4,025+/- SF)

Planting Material - 2' o.c.	Plant Type	Quant.
Muhlenbergia capilaris	Muhly Grass	155
Vaccinium myrsinites	Shiny blueberry	165
Helianthus debilis	East coast dune sunflower	165
Aristida spp	Wiregrass	165
Spartina bakeri	Sand Cordgrass	165
Tripsacum dactyloides	Fakahatchee grass	155
Planting Material - 3' o.c.		
Zamia pumila	Coontie	410
Planting Material - 4' o.c.		
Serenoa repens	Saw Palmetto	220

Pine straw	Quant.
	20 Pallets

FLORIDIAN GOLF CLUB PUD
PHASE 3 LOTS 11-28
SECTION G-G

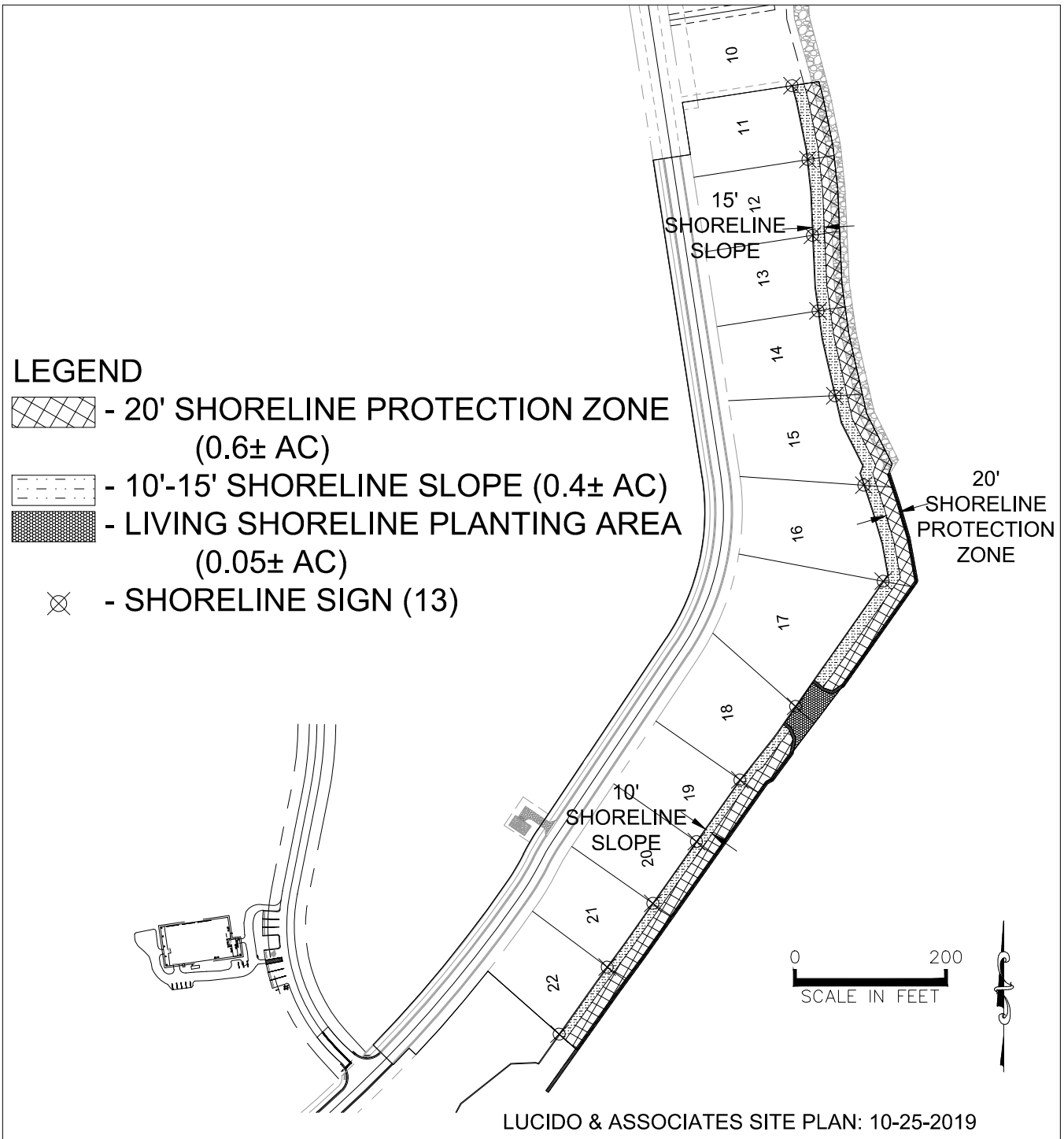
LEGALLY HARDENED SHORELINE

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FIGURE

J:\FLORIDIAN PUD PHASE 3 SECTIONS.dwg SECTION G-G PLANT MATERIAL



LUCIDO & ASSOCIATES SITE PLAN: 10-25-2019

FLORIDIAN GOLF CLUB PUD
PHASE 3 LOTS 11-22
SHORELINE PLANTING PLAN
SHORELINE SLOPE SIGNS

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FIGURE

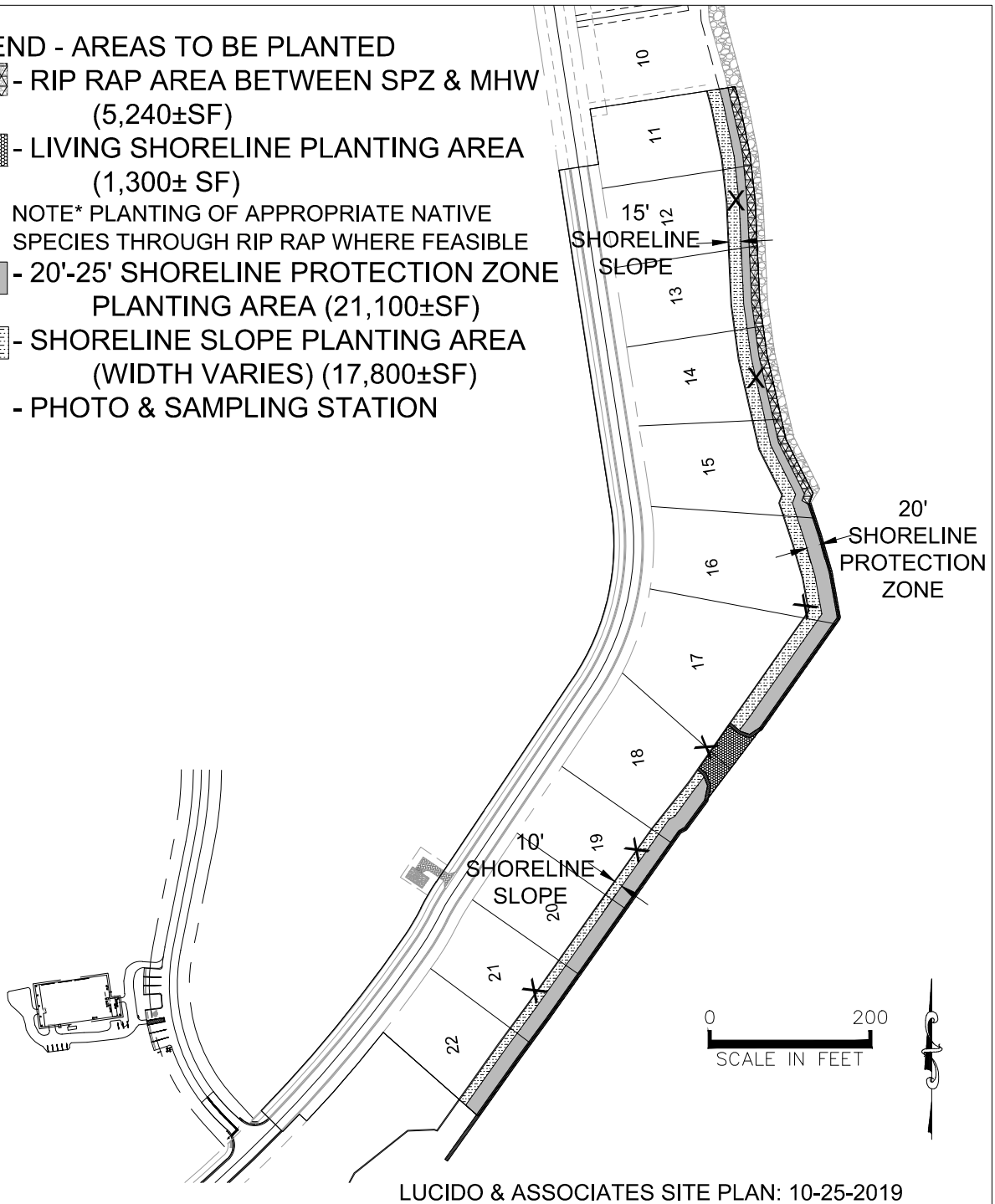
Floridian Boat Basin PH 3 PAMP 11-2019.dwg SHORELINE SLOPE SIGNS LOCATION

LEGEND - AREAS TO BE PLANTED

- RIP RAP AREA BETWEEN SPZ & MHW (5,240±SF)
- LIVING SHORELINE PLANTING AREA (1,300± SF)

NOTE* PLANTING OF APPROPRIATE NATIVE SPECIES THROUGH RIP RAP WHERE FEASIBLE

- 20'-25' SHORELINE PROTECTION ZONE PLANTING AREA (21,100±SF)
- SHORELINE SLOPE PLANTING AREA (WIDTH VARIES) (17,800±SF)
- X - PHOTO & SAMPLING STATION



LUCIDO & ASSOCIATES SITE PLAN: 10-25-2019

FLORIDIAN GOLF CLUB PUD
PHASE 3 LOTS 11-22
SHORELINE PLANTING PLAN
MONITORING MAP

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FIGURE

Floridian Boat Basin PH 3 PAMP 11-2019.dwg SHORELINE PLANTING MON



FLORIDIAN GOLF CLUB PUD
PHASE 2 LOTS 1-10

PROTECTED SHORELINE SIGN

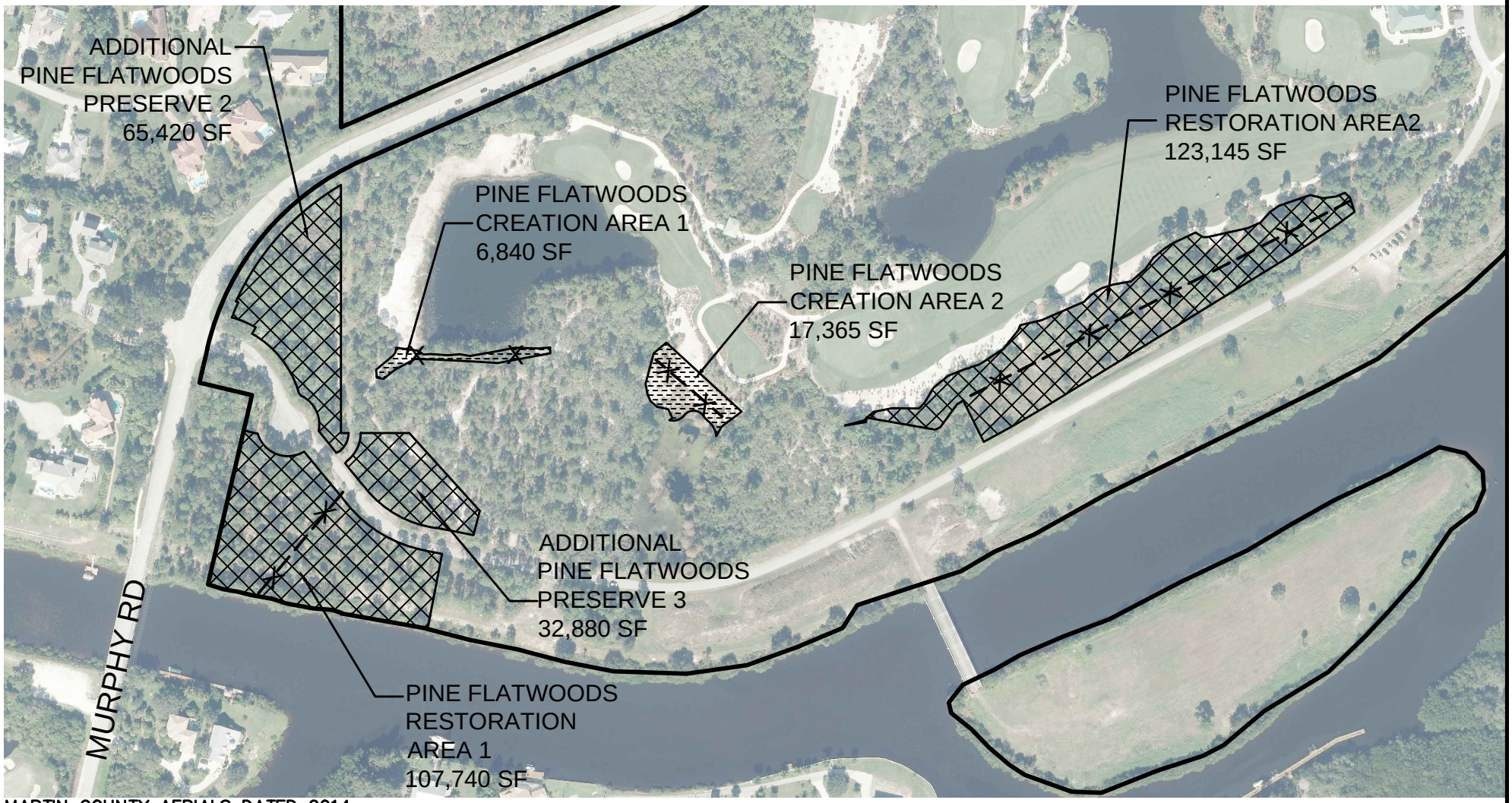
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JUNE 2013

FIGURE

PRESERVE SIGN STANDARD.dwg SHORELINE

PINE FLATWOOD RESTORATION & CREATION AREAS



MARTIN COUNTY AERIALS DATED 2014

LEGEND

- PINE FLATWOODS CREATION AREA
- PINE FLATOODS RESTORATION AREA
- MONITORING TRANSECT WITH SAMPLING/PHOTO STATIONS

0 300
SCALE IN FEET

FLORIDIAN NATIONAL GOLF CLUB PRESERVE RESTORATION & MONITORING MAP

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SEPT 2014
FIGURE

FLORIDIAN PUD PINE FLATWOODS PLANTING.dwg PF AREAS & MON MAP

Pine Flatwoods Restoration Area
Area 1
Groundcover

Planting Material - 3' o.c.	Plant Type	Quant.
Muhlenbergia capilaris	Muhly Grass	1675
Tripsacum dactyloides	Fakahatchee grass	1680
Spartina bakeri	Sand Cordgrass	1680
Mimosa strigillosa	Sunshine mimosa	1690
Aristida spp	Wiregrass	1675

Understory

Planting Material - 5' o.c.	Plant Type	Quant.
Serenoa repens	Saw Palmetto	360
Myrica cerifera	Wax Myrtle	360
Lyonia lucida	Fetterbush	385
Callicarpa americana	Beautyberry	385
Viburnum obovatum	Walter's Viburnum	380
Chrysobalanus icaco	Green Cocoplum	385
Ilex glabra	Galberry	380
Vaccinium myrsinites	Shiny Blueberry	385

Pine Flatwoods Restoration Area
Area 2
Groundcover

Planting Material - 3' o.c.	Plant Type	Quant.
Muhlenbergia capilaris	Muhly Grass	535
Tripsacum dactyloides	Fakahatchee grass	540
Spartina bakeri	Sand Cordgrass	535
Mimosa strigillosa	Sunshine mimosa	560
Aristida spp	Wiregrass	560

Understory

Planting Material - 5' o.c.	Plant Type	Quant.
Serenoa repens	Saw Palmetto	110
Myrica cerifera	Wax Myrtle	110
Lyonia lucida	Fetterbush	135
Callicarpa americana	Beautyberry	135
Viburnum obovatum	Walter's Viburnum	120
Chrysobalanus icaco	Green Cocoplum	120
Ilex glabra	Galberry	130
Vaccinium myrsinites	Shiny Blueberry	130

FLORIDIAN NATIONAL GOLF CLUB
PINE FLATWOODS RESTORATION AREAS
QUANTITIES & MATERIALS

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APR 2013

FIGURE

FLORIDIAN PUD PINE FLATWOODS PLANTING.dwg RESTORATION QUANITIES & MATERIALS

Area 1

Groundcover

Planting Material - 3' o.c.	Plant Type	Quant.
Muhlenbergia capilaris	Muhly Grass	140
Tripsacum dactyloides	Fakahatchee grass	140
Spartina bakeri	Sand Cordgrass	165
Mimosa strigillosa	Sunshine mimosa	165
Aristida spp	Wiregrass	140

Understory

Planting Material - 5' o.c.	Plant Type	Quant.
Serenoa repens	Saw Palmetto	25
Myrica cerifera	Wax Myrtle	25
Lyonia lucida	Fetterbush	35
Callicarpa americana	Beautyberry	50
Viburnum obovatum	Walter's Viburnum	35
Chrysobalanus icaco	Green Cocoplum	40
Ilex glabra	Galberry	35
Vaccinium myrsinites	Shiny Blueberry	30

Assorted Canopy Trees

Planting Material - 15' o.c.	Plant Type	Quant.
Pinus elliottii densa	South FL Slash Pine	30
Planting Material - 20' o.c.	**Plant Type**	**Quant.**
Ilex cassine	Dahoon holly	15
Planting Material - 25' o.c.	**Plant Type**	**Quant.**
Pinus elliottii densa	South FL Slash Pine	10
Planting Material - 30' o.c.	**Plant Type**	**Quant.**
Quercus laurifolia	Laurel oak	3
Quercus virginiana	Live oak	5

Area 2

Groundcover

Planting Material - 3' o.c.	Plant Type	Quant.
Muhlenbergia capilaris	Muhly Grass	395
Tripsacum dactyloides	Fakahatchee grass	380
Spartina bakeri	Sand Cordgrass	375
Mimosa strigillosa	Sunshine mimosa	395
Aristida spp	Wiregrass	375

Understory

Planting Material - 5' o.c.	Plant Type	Quant.
Serenoa repens	Saw Palmetto	75
Myrica cerifera	Wax Myrtle	85
Lyonia lucida	Fetterbush	90
Callicarpa americana	Beautyberry	105
Viburnum obovatum	Walter's Viburnum	90
Chrysobalanus icaco	Green Cocoplum	80
Ilex glabra	Galberry	85
Vaccinium myrsinites	Shiny Blueberry	105

Assorted Canopy Trees

Planting Material - 15' o.c.	Plant Type	Quant.
Pinus elliottii densa	South FL Slash Pine	80
Planting Material - 20' o.c.	**Plant Type**	**Quant.**
Ilex cassine	Dahoon holly	45
Planting Material - 25' o.c.	**Plant Type**	**Quant.**
Pinus elliottii densa	South FL Slash Pine	25
Planting Material - 30' o.c.	**Plant Type**	**Quant.**
Quercus laurifolia	Laurel oak	15
Quercus virginiana	Live oak	5

FLORIDIAN NATIONAL GOLF CLUB
PINE FLATWOODS CREATION AREAS
QUANTITIES & MATERIALS

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APR 2013

FIGURE

FLORIDIAN PUD PINE FLATWOODS PLANTING.dwg CREATION QUANITIES & MATERIALS

APPENDICES

Annual Monitoring Report Form
Project Master Site Plan
Shoreline Protection Area Signage
Agency Correspondence
Gopher Tortoise Permit
Lake Area Maintenance Plan)LAMP)

MARTIN COUNTY, FLORIDA

PRESERVE AREA MANAGEMENT PLAN

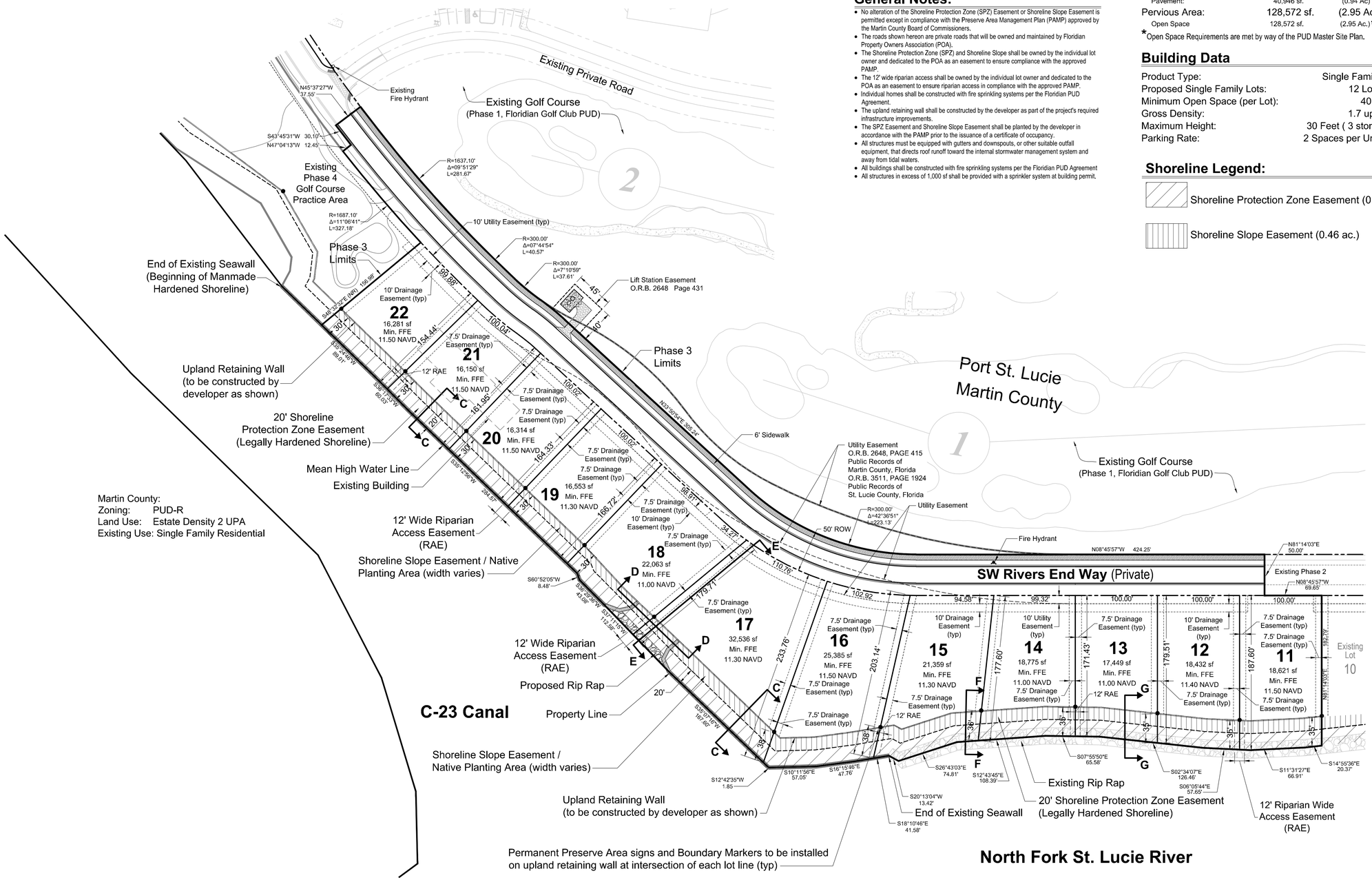
ANNUAL MONITORING REPORT FOR (*Year*)

- **Name and address of current owner of Preserve Area;**
- **Location of Preserve Area**
- **Date PAMP approved;**
- **Documentation of vegetation changes, including encroachment of exotic vegetation;**
- **Fixed-point panoramic photos of all Preserve Areas;**
- **Synopsis of maintenance activities conducted in compliance with the PAMP requirements such as exotic vegetation removal, re-vegetation, and additional enhancement activities necessary to maintain the Preserve Area;**
- **A timetable for action within 90 days of the report;**
- **A list of all violations of the PAMP; and**
- **Recommendations for remedial actions, with a proposed schedule for the coming year.**

Signature/Date : _____

Typed Name/Title : _____

Company Name (if applicable) : _____



Notes:

- Refer to Sheet 2 of 2 for Building Setbacks and Shoreline Cross-Section Details.
- The Shoreline Protection Zone and Shoreline Slope Easement must be planted and maintained in accordance with the Approved Preserve Area Management Plan (PAMP).
- The upland retaining wall is the delineation between the limits of development and the shoreline areas protected in accordance with the PAMP.
- The retaining wall shall not be relocated horizontally under any circumstances or result in the discharge of stormwater through the shoreline slope or shoreline protection zone easement."

General Notes:

- No alteration of the Shoreline Protection Zone (SPZ) Easement or Shoreline Slope Easement is permitted except in compliance with the Preserve Area Management Plan (PAMP) approved by the Martin County Board of Commissioners.
- The roads shown hereon are private roads that will be owned and maintained by Floridian Property Owners Association (POA).
- The Shoreline Protection Zone (SPZ) and Shoreline Slope shall be owned by the individual lot owner and dedicated to the POA as an easement to ensure compliance with the approved PAMP.
- The 12' wide riparian access shall be owned by the individual lot owner and dedicated to the POA as an easement to ensure riparian access in compliance with the approved PAMP.
- Individual homes shall be constructed with fire sprinkling systems per the Floridian PUD Agreement.
- The upland retaining wall shall be constructed by the developer as part of the project's required infrastructure improvements.
- The SPZ Easement and Shoreline Slope Easement shall be planted by the developer in accordance with the PAMP prior to the issuance of a certificate of occupancy.
- All structures must be equipped with gutters and downspouts, or other suitable outfall equipment, that directs roof runoff toward the internal stormwater management system and away from tidal waters.
- All buildings shall be constructed with fire sprinkling systems per the Floridian PUD Agreement
- All structures in excess of 1,000 sf shall be provided with a sprinkler system at building permit.

Site Data:

Existing Zoning:		PUD
Future Land Use Designation:		Estate Density
Phase 3 Site Area:	306,185 sf.	(7.03 Ac.)
Impervious Area:	177,613 sf.	(4.08 Ac.) (58%)
Buildings:	124,760 sf.	(2,87 Ac.)
Driveways:	11,907 sf.	(0.27 Ac)
Pavement:	40,946 sf.	(0.94 Ac)
Pervious Area:	128,572 sf.	(2.95 Ac.) (42%)
Open Space	128,572 sf.	(2.95 Ac.)*

*Open Space Requirements are met by way of the PUD Master Site Plan.

Building Data

Product Type:	Single Family
Proposed Single Family Lots:	12 Lots
Minimum Open Space (per Lot):	40%
Gross Density:	1.7 upa
Maximum Height:	30 Feet (3 story)
Parking Rate:	2 Spaces per Unit

Shoreline Legend:

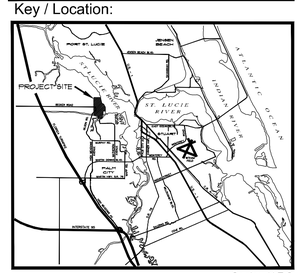
Shoreline Protection Zone Easement (0.66 ac)

Shoreline Slope Easement (0.46 ac.)

lucido & associates

701 E Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220
100 Avenue A Suite 2A, Fort Pierce, Florida 34950 (772) 467-1301, Fax (772) 467-1303
827 North Thornton Avenue, Orlando, Florida 32803 (407) 898-9521, Fax (407) 898-9768

Key / Location:



Scale: N.T.S

Project Team:

Applicant:
Floridian National Golf Club, LLC
3700 SE Floridian Drive
Palm City, FL 34990
772-781-7700

Land Planner / Landscape Architect:
Lucido & Associates
701 E Ocean Blvd
Stuart, FL 34994
772-220-2100

Civil Engineer / Surveyor:
Culpepper & Terpening
2980 S. 25th Street
Fort Pierce, FL 34981
772-464-3537

Environmental:
EW Consultants
1000 SE Monterey Commons Blvd, Suite 208
Stuart, FL 34996
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FLORIDIAN GOLF CLUB PUD

Phase 3

Martin County, Florida

Revised Final Site Plan

Date	By	Description
8.21.2018	S.L.S.	Minor Technical Adjustments per 4th PUD Amendment
11.27.18	S.L.S.	Minor Technical Adjustments per 4th PUD Amendment
11.06.2019	S.L.S.	Revised per 5th PUD Ammendment
4.8.2021	S.L.S.	Resubmittal #1

NORTH

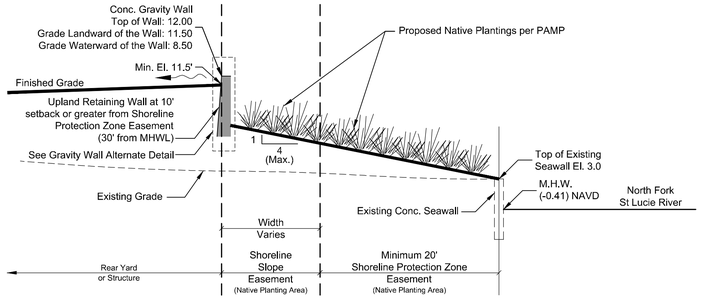
SCALE: 1" = 60'

0 30' 60' 120'

REG. # 1018
Thomas P. Lucido

Designer	SLS	Sheet	
Manager	MC		1 of 2
Project Number	12-017		
Municipal Number	--		
Computer File	Floridian Phase 3 Final Site Plan.dwg		

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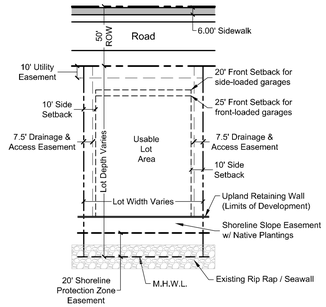


Section C-C (Legally Hardened Shoreline)

25-Year 3 Day Storm El. 10.02 (Lots 16-23)

n.t.s.

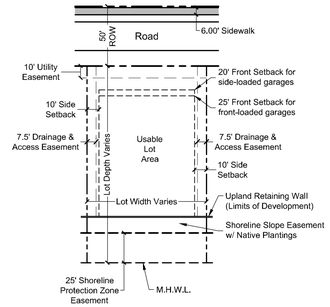
Drainage Note:
All structures must be equipped with gutters and downspouts, or other suitable outfall equipment, that directs roof runoff toward the internal stormwater management system and away from tidal waters.



Minimum Building Setbacks

(Legally Hardened Shoreline)

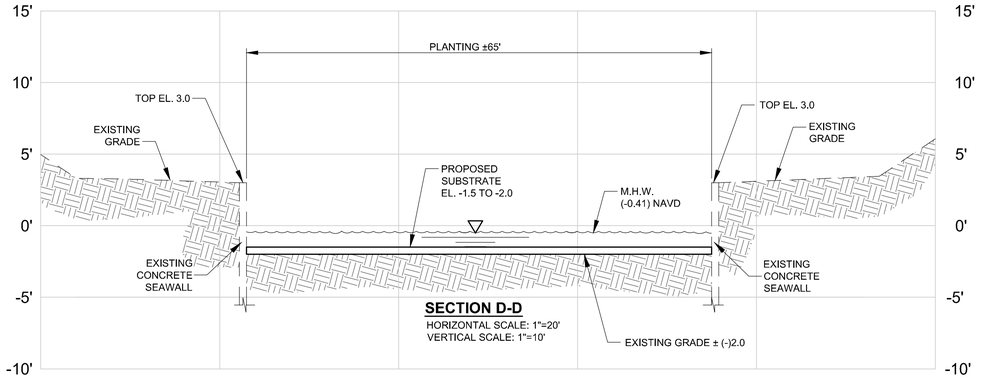
N.T.S.



Minimum Building Setbacks

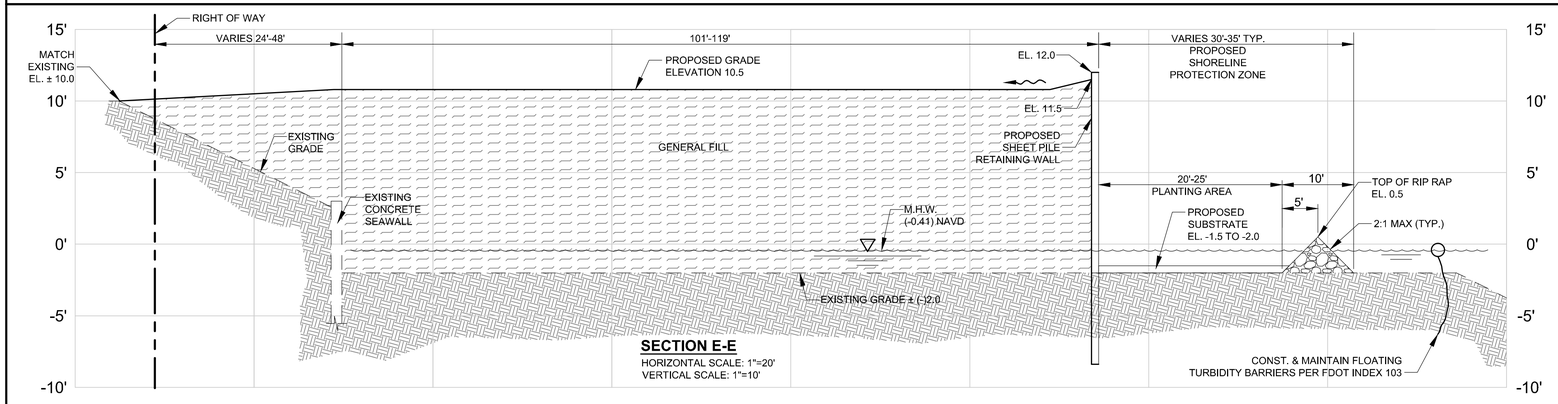
(Manmade Unhardened Shoreline)

N.T.S.



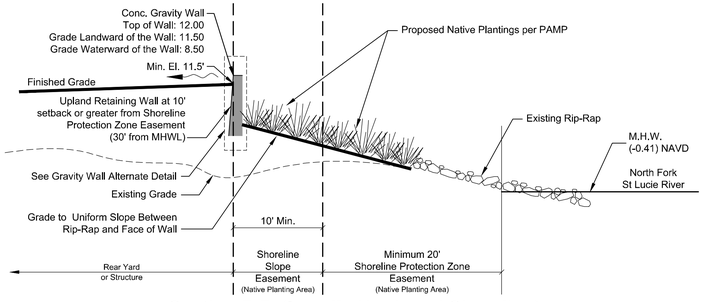
SECTION D-D

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=10'



SECTION E-E

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=10'

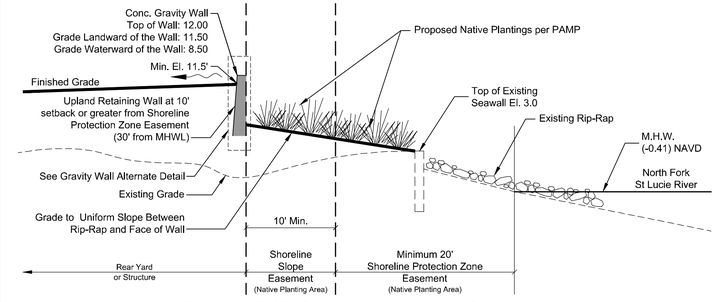


Section F-F (Legally Hardened Shoreline)

25-Year 3 Day Storm El. 10.02 (Lots 14-15)

n.t.s.

Drainage Note:
All structures must be equipped with gutters and downspouts, or other suitable outfall equipment, that directs roof runoff toward the internal stormwater management system and away from tidal waters.



Section G-G (Legally Hardened Shoreline)

25-Year 3 Day Storm El. 10.02 (Lots 11-13)

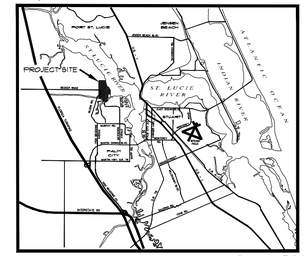
n.t.s.

Drainage Note:
All structures must be equipped with gutters and downspouts, or other suitable outfall equipment, that directs roof runoff toward the internal stormwater management system and away from tidal waters.

lucido & associates

701 E Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220
100 Avenue A Suite 2A, Fort Pierce, Florida 34950 (772) 467-1301, Fax (772) 467-1303
827 North Thornton Avenue, Orlando, Florida 32803 (407) 898-9521, Fax (407) 898-9768

Key / Location:



Scale: N.T.S

Project Team:

Applicant:
Floridian National Golf Club, LLC
3700 SE Floridian Drive
Palm City, FL 34990
772-781-7700

Land Planner / Landscape Architect:
Lucido & Associates
701 E Ocean Blvd
Stuart, FL 34994
772-220-2100

Civil Engineer / Surveyor:
Culpepper & Terpening
2980 S. 25th Street
Fort Pierce, FL 34981
772-464-3537

Environmental:
EW Consultants
1000 SE Monterey Commons Blvd, Suite 208
Stuart, FL 34996
772-287-8771

FLORIDIAN GOLF CLUB PUD

Phase 3

Martin County, Florida

Shoreline Cross - Sections

Date	By	Description
8.21.2018	S.L.S.	Minor Technical Adjustments per 4th PUD Amendment
11.27.18	S.L.S.	Minor Technical Adjustments per 4th PUD Amendment

NORTH

SCALE: 1" = NTS

0 0 0 0

REG. # 1018
Thomas P. Lucido

Designer	SLS	Sheet
Manager	MC	2 of 2
Project Number	12-017	
Municipal Number	--	
Computer File	Floridian Phase 3 Final Site Plan.dwg	

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Prepared By:
Martin County Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

[blank space above reserved for recording information]

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA
DEVELOPMENT ORDER

RESOLUTION NUMBER _____

[REGARDING A REVISED FINAL SITE PLAN APPROVAL FOR PHASE 3 OF THE FLORIDIAN GOLF CLUB PUD WITH A CERTIFICATE OF PUBLIC FACILITIES RESERVATION]

WHEREAS, this Board has made the following determinations of fact:

1. Giles Kibbe, Floridian National Golf Club, LLC, submitted an application for revised final site plan approval for Phase 3 of the Floridian Golf Club PUD project (F099-031), located on lands legally described in Exhibit A, attached hereto.

2. Pursuant to Section 10.5.F.9., Land Development Regulations, Martin County, Fla., a review of this application is not required by the Local Planning Agency (LPA).

3. Upon proper notice of hearing this Board held a public meeting on the application on July 13, 2021.

4. At the public meeting, all interested parties were given an opportunity to be heard.

5. The revised final site plan for Phase 3 of the Floridian Golf Club PUD project is consistent with the Comprehensive Plan and the Land Development Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT:

A. The revised final site plan for Phase 3 of the Floridian Golf Club PUD project attached hereto as Exhibit B is approved. Development of Phase 3 of the Floridian Golf Club PUD shall be in accordance with the approved final site plan and revised Preserve Area Management Plan attached hereto as Exhibit C.

B. All required applicable state and federal permits and approvals shall be submitted to the Growth Management Department (GMD) prior to the commencement of any construction.

C. No permits for construction or development activity shall be issued until all required documents, plans, fees and federal and state permits and approvals are received and approved as required by Section 10.11, Land Development Regulations Martin County Code.

D. Failure to submit the required documents, plans and fees as required by Section 10.11, Land Development Regulations, Martin County Code, shall render approval of the final site plan for the Floridian Golf PUD Phase 3 project null and void.

E. This application is hereby determined to meet the requirements for and shall serve as a Reservation of Public Facilities Reservation as set forth in Section 5.32.D., LDR, Martin County Code.

F. All permits for Phase 3 of the Floridian Golf Club PUD must be obtained within one year, by July 13, 2022. Development must be completed within two years, by July 13, 2023.

G. The Owner is not authorized to haul fill off of the site and must coordinate with the County Engineer regarding the routes and timing of any fill to be hauled to the site. The Owner must comply with all County excavation and fill regulations.

H. No land clearing is authorized prior to the mandatory pre-construction meeting for the project. Property corners and preservation areas shall be located by a licensed land surveyor and clearly marked in the field prior to the pre-construction meeting. Authorization for clearing to install erosion control devices and preserve barricades will be granted at the pre-construction meeting. No additional land clearing shall commence until a satisfactory inspection of the required control structures and barricades has been obtained. Authorization for the relocation of gopher tortoises within the development, as provided for on state agency permits, may be granted by the Growth Management Department upon review of required permit materials.

I. This resolution shall be recorded in the public records of Martin County. A copy of this resolution shall be forwarded to the applicant(s) by the Growth Management Department subsequent to recording.

DULY PASSED AND ADOPTED THIS 13TH DAY OF JULY, 2021.

ATTEST:

BY:_____
CAROLYN TIMMANN
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: _____
STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

BY: _____
KRISTA A. STOREY
ACTING COUNTY ATTORNEY

ATTACHMENTS:

Exhibit A, Legal Description
Exhibit B, Revised Final Site Plan
Exhibit C, Revised PAMP

lucido & associates

November 7, 2019 **Hand Delivery**

Nicki van Vonno, Director
Martin County Growth Management Department
2401 SE Monterey Road
Stuart, FL 34996

Re: Floridian Golf Club PUD – Revised Master & Phasing Plan (5th PUD Amendment) and Phase 3 Revised Final Site Plan Application with a revised Certificate of Public Facilities Reservation (Our Reference: #19-650)

Dear Nicki:

On behalf of Floridian National Golf Club, LLC, we are pleased to submit this application for revised master & phasing plan and revised final site plan approval of Phase 3. As described in the enclosed project narrative and discussed at a pre-application meeting on August 1, 2019, the primary purpose of the PUD Amendment and Phase 3 revised final site plan application is to fill the existing dead-end boat basin on lots 17 and 18 and convert the accessory dwelling units in Phase 4 to condominium units. No change in the number of dwelling units is proposed.

With this understanding, please find enclosed the sufficiency review fee check in the amount of $290.00, the CD with PDF copies of the application materials, and the original application package containing the following materials (the additional set of the 24x36 plans will be submitted upon a completeness determination):

1. Application form;
2. Digital submittal affidavit;
3. Project narrative;
4. The owner's notarized power of attorney for representation by Lucido & Associates;
5. The disclosure of interest affidavit;
6. The recorded deed documenting ownership by Floridian Golf Resort, LLC (now known as Floridian National Golf Club, LLC);
7. Documentation reflecting name change from Floridian Golf Resort, LLC to Floridian National Golf Club, LLC;
8. The no property transfer statement;
9. The Phase 3 legal description;
10. Proposed 5th PUD Amendment;
11. Location map;
12. Signed & sealed engineer's opinion of probable excavation, fill and hauling for Phase 3;
13. School impact worksheet;
14. School location map;
15. Revised PAMP/Environmental Assessment;
16. Utility service letters;
17. Maps (aerial, future land use, zoning and assessment);
18. The Statement of Benefits;
19. The proposed revised master plan, and electronic of same;
20. The proposed revised phasing plan, and electronic copy of same;
21. The proposed Phase 3 revised final site plan, and electronic copy of same;
22. Reduced copy of the stamped-approved revised master plan;

23. Reduced copy of the stamped- approved phasing plan;
24. Reduced copy of the stamped-approved Phase 3 final site plan;
25. Reduced copy of the stamped-approved Phase 4 final site plan;
26. Copy of approved 4th PUD Amendment; and
27. Signed & sealed construction plan, including an erosion control plan for the boat basin to be filled in Phase 3.

The following standard application materials are not provided for the reasons indicated:

- **Unity of title** – The covenant of unified control provided in the PUD Agreement serves the same purpose.
- **Land dedication documentation** – No land dedications are required or proposed.
- **Environmental waiver** – No waivers or exceptions are required or proposed.
- **Landscape alternative compliance** – No landscaping is required or proposed.
- **Landscape plan** – No landscaping is required or proposed.
- **CRA alternative compliance** – The project is not within a CRA.
- **Signed & sealed stormwater report** – The proposed site plan revisions do not affect the approved stormwater plan.
- **Stormwater maintenance plan** – The proposed site plan revisions do not affect the approved stormwater maintenance plan.
- **Hurricane action plan** – The proposed site plan revisions do not affect the approved hurricane action plan.
- **Fire wildfire scoresheet** – The proposed site plan revisions do not affect the approved wildfire scoresheet.
- **Signed & sealed boundary and topographic survey** – The affected property (lots 17/18) has been cleared, filled and platted. The construction plans for the basin filling identifies existing and proposed elevations.
- **Architectural elevations and floor plans** – no new structures are proposed with this application
- **Traffic impact analysis** – no new dwelling units are proposed.
- **Proposed water sources** – no additional potable water or irrigation water is required or proposed.
- **Water-wastewater service agreement** – the existing service agreements are not affected by the proposed revisions.
- **Groundwater model** – no wells are proposed or required.
- **Surrounding property owners list** – Not applicable to this application.
- **Tree survey** – The affected property (lots 17/18) has been previously cleared and developed and contains no protected trees.
- **Lighting plan** – No lights are required or proposed.

Upon a determination of completeness, we will promptly submit the additional set of 24x36 plans for and the application fee in the amount of $13,800.00.

Please feel free to contact me if you have any questions or need additional information.

Sincerely,

Morris A. Crady, AICP
Senior Vice President

Encl.

Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
tel 772.220.2100 fax 772.223.0220 web www.lucidodesign.com

Martin County, Florida
Growth Management Department
DEVELOPMENT REVIEW DIVISION
2401 SE Monterey Road, Stuart, FL 34996 772-288-5495 www.martin.fl.us

DEVELOPMENT REVIEW APPLICATION

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A. GENERAL INFORMATION

Type of Application: PUD Zoning Master & Final Site Plan

Name or Title of Proposed Project: Floridian Golf Club 5th PUD Amendment, Phases 3 and 4

Brief Project Description:

See attached Project Narrative

Was a Pre-Application Held? ☑ YES/NO ☐ **Pre-Application Meeting Date:** August 1, 2019

Is there Previous Project Information? ☐ YES/NO ☑

Previous Project Number if applicable: F-099

Previous Project Name if applicable: Floridian Golf Club PUD

Parcel Control Number(s)

01-38-40-000-000-00010-2	01-38-40-021-000-00260-0
01-38-40-021-000-00230-0	01-38-40-021-000-00270-0
01-38-40-021-000-00240-0	01-38-40-021-000-00280-0
01-38-40-021-000-00250-0	

B. PROPERTY OWNER INFORMATION

Owner (Name or Company): Floridian NAtional Golf Club, LLC

Company Representative: Giles Gibbe, President

Address: 3700 SE Floridian Drive

City: Palm City, State: FL Zip: 34990

Phone: 772 781-5010 Email: CZsiros@floridian.cc

C. PROJECT PROFESSIONALS

Applicant (Name or Company): Same as property owner
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Agent (Name or Company): Lucido & Associates
Company Representative: Morris A. Crady, AICP
Address: 701 SE Ocean Boulevard
City: Stuart, State: FL Zip: 34994
Phone: 772-220-2100 Email: mcrady@lucidodesign.com

Contract Purchaser (Name or Company): _____
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Land Planner (Name or Company): Same as agent
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Landscape Architect (Name or Company): Same as agent
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Surveyor (Name or Company): Culpepper & Terpening, Inc.
Company Representative: Thomas P. Kiernan, P.S.M.
Address: 2980 South 25th Street
City: Fort Pierce, State: FL Zip: 34981
Phone: 772 464-3537 Email: tkiernan@ct-eng.com

Civil Engineer (Name or Company): Culpepper & Terpening, Inc.
Company Representative: Butch Terpening, Jr., P.E.
Address: 2980 South 25th Street
City: Fort Pierce, State: FL Zip: 34981
Phone: 772 464-3537 Email: bterpening@ct-eng.com

PROJECT PROFESSIONALS CONTINUED

Traffic Engineer (Name or Company): Same as civil engineer
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Architect (Name or Company): _____
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Attorney (Name or Company): Gunster
Company Representative: Robert S. Raynes, Jr.
Address: 800 SE Monterey Commons Blvd. Suite 200
City: Stuart, State: FL Zip: 34996
Phone: 772 288-1980 Email: RRaynesJr@gunster.com

Environmental Planner (Name or Company): EW Consultants, Inc.
Company Representative: Ed Weinberg, PWS
Address: 1000 SE Monterey Commons Blvd. Suite 208
City: Stuart, State: FL Zip: 34996
Phone: 772 287-8771 Email: eweinberg@ewconsultants.com

Other Professional (Name or Company): _____
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

D. Certification by Professionals

Section 10.2.D.7., Article 10, Development Review Procedures, Land Development Regulations (LDR), Martin County Code (MCC) provides the following:

> When reviewing an application for a development permit that is certified by a professional listed in s. 403.0877. F.S., the County shall not request additional information from the application more than three times, unless the applicant waives the limitation in writing. If the applicant believes the request for additional information is not authorized by ordinance, rules, statute, or other legal authority, the County, at the applicant's request, shall proceed to process the application for approval or denial. **(125.022(1), Fla. Stat.)**

☑ This box must be check if the applicant waives the limitations.

E. APPLICANT or AGENT CERTIFICATION

I have read this application, and to the extent that I participated in the application, I have answered each item fully and accurately.

Applicant Signature

11-6-19
Date

Morris A. Crady
Printed Name

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA **COUNTY OF:** MARTIN

I hereby certify that the foregoing instrument was acknowledged before me this 6 **day of** November, **20** 19, **by** Morris A. Crady.

He X **is personally known to me or** ___ **has produced** _____ **as identification.**

Notary Public Signature

Kathleen Anderson
Printed name

KATHLEEN ANDERSON
MY COMMISSION # GG 173271
EXPIRES: January 31, 2022
Bonded Thru Notary Public Underwriters

STATE OF: FLORIDA

Martin County County Florida Growth Management Department
DEVELOPMENT REVIEW DIVISION
2401 SE Monterey Road, Stuart, FL 34996
772-288-5495 **www.martin.fl.us**

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Digital Submittal Affidavit

I, Morris A. Crady, attest that the electronic version included for the project Floridian Golf Club, 5th PUD Amendment is an exact copy of the documents that were submitted for sufficiency, excluding any requested modifications made by the sufficiency review team. All requested modifications, if any, have been completed and are included with the packet.

Applicant Signature

12-19-19
Date

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA **COUNTY OF:** MARTIN

I hereby certify that the foregoing instrument was acknowledged before me this 19 **day of** December, **20** 19, **by** MORRIS A. CRADY.

He X **is personally known to me or** ___ **has produced** _____ **as identification.**

Notary Public Signature

Printed name Kathleen Anderson

STATE OF: FLORIDA **at-large**

KATHLEEN ANDERSON
MY COMMISSION # GG 173271
EXPIRES: January 31, 2022
Bonded Thru Notary Public Underwriters

lucido & associates
Land Planning / Landscape Architecture

FLORIDIAN GOLF CLUB PUD
Proposed 5th PUD Amendment
Revised Master Plan, Phasing Plan and
Phase 3 Revised Final Site Plan

PROJECT NARRATIVE
November 5, 2019

Background

The Floridian Golf Club PUD Agreement was approved by the Martin County Board of Commissioners on October 23, 2012. As per the approved Master Plan, Phasing Plan and Timetable of Development Schedule, **Phase 1** of the project consists of the existing private golf course that straddles the Martin County/Port St. Lucie city limits. Phases 2 through 6 consist of a total of 56 single family units. The golf course was recently redeveloped including the construction of a golf teaching facility and the construction of River's End Way from Murphy Road to the teaching facility (Bessey Creek Way in St. Lucie County). Primary access to the golf course is provided off of Gilson Road (aka Murphy Road) via Floridian Drive in St. Lucie County.

Water and sewer service to the project will continue to be provided by Martin County and irrigation water will continue to be provided by the City of Port St. Lucie.

Phase 2, which obtained final site plan approval on September 10, 2013, has been completed. Phase 2 included the addition of preserve areas, construction of a portion of SW River's End Way (private road), restoration of the shoreline protection zone, and related infrastructure improvements in support of 10 single family waterfront lots nearest to the golf clubhouse.

Phase 3, which consists of 18 single family waterfront lots, shoreline protection zone restoration, portion of temporary golf practice area and related infrastructure improvements including the completion of River's End Way, obtained final site plan and plat approval and has been completed in its entirety.

Phase 5, which includes 4 "island lots", is pending a final site plan and plat application. However, all shoreline protection and PAMP requirements have been completed.

Phase 6, which consists of 5 lake cottages on the golf course, was approved on July 18, 2017 and has been completed in accordance with a revised final site plan and Fourth PUD Amendment, which were approved on March 19, 2019.

The **Fourth PUD Amendment** also authorized the following changes:

- Deletion of 18 single family waterfront lots in Phase 4, i.e. lots 29-46;
- Conversion of the temporary golf course practice area to a permanent golf course practice area;
- Addition of a waterfront amenity center including 2 tennis courts, community building, pool facilities and 2 golf villas (accessory units);

701 East Ocean Boulevard Stuart, Florida 34994
tel: 772.220.2100 **fax:** 772.223.0220 **web:** www.lucidodesign.com

- Revise Phase 3 from 18 single family waterfront lots to 12 single family waterfronts lots (by way of Minor Technical Adjustment);
- Revise Phase 4 from 18 single family lots to waterfront amenity center, 2 golf villas (accessory units) and the golf course practice area; and
- Revise Phase 6 and PUD Special Condition # 2 to include vehicular parking within Phase 6.

Proposed 5th PUD Amendment

By way of the Fifth PUD Amendment, the following changes are proposed:

- Authorize the filling of the boat basin in lots 17 and 18;
- Revised PAMP to show new shoreline protection zone for lots 17 and 18; and
- Authorize sale of the golf villas (accessory units) as condominium units; and
- Relocation of the Riparian Access Easement on lots 11 and 12

The PUD Amendment will include a revised master plan and phasing plan to reflect the changes noted above, a revised PUD condition (to allow conversion of 2 golf villa accessory units to 2 river cottages to be sold and conveyed as "river cottages") and a revised PAMP (to show relocated shoreline protection zone on lots 17 and 18).

A concurrent application for revised final site plan approval of Phase 3 is also included to show the revised shoreline protection zone for lots 17 and 18.

Floridian National Golf Club, LLC
3700 SE Floridian Drive
Palm City, Florida 34990

May 13, 2019

Nicki van Vonno, Director
Martin County Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

Re: Floridian Golf Club PUD

Dear Ms. van Vonno:

As owner of the above-referenced property, please consider this correspondence as formal authorization for Lucido & Associates to represent Floridian National Golf Club, LLC during the governmental review process of the application.

Sincerely,

FLORIDIAN NATIONAL GOLF CLUB, LLC,
a Florida limited liability company,
formerly known as Floridian Golf Resort, LLC

By: Southeast Headquarters, LLC,
a Florida limited liability company,
Its Manager Member

By: _____
Giles Kibbe, President

STATE OF Texas
COUNTY OF Harris

The foregoing was acknowledged before me this 9th day of May, 2019, by GILES KIBBE, President of SOUTHEAST HEADQUARTERS, LLC, a Florida limited liability company, Manager Member of FLORIDIAN NATIONAL GOLF CLUB, LLC, a Florida limited liability company, formerly known as Floridian Golf Resort, LLC. He [X] is personally known to me or [ ] has produced _____ as identification.

_____
NOTARY PUBLIC
My Commission Expires:

(Notarial Seal)

BRENDA S SCHIRO
Notary ID #128681443
My Commission Expires
July 21, 2023

SITE IMPROVEMENT PLANS FOR

FLORIDIAN BOAT BASIN PLAN

IN

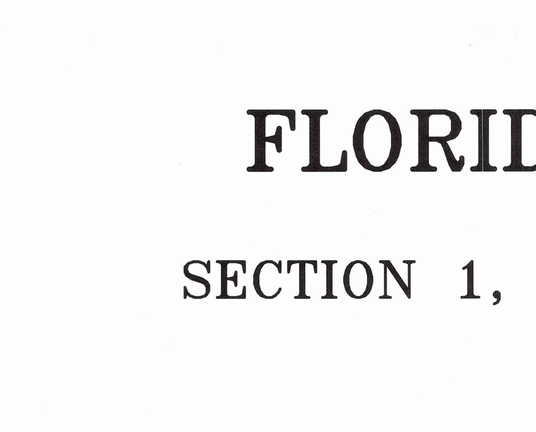
SECTION 1, TOWNSHIP 38 SOUTH, RANGE 40 EAST

MARTIN COUNTY, FLORIDA

PREPARED FOR

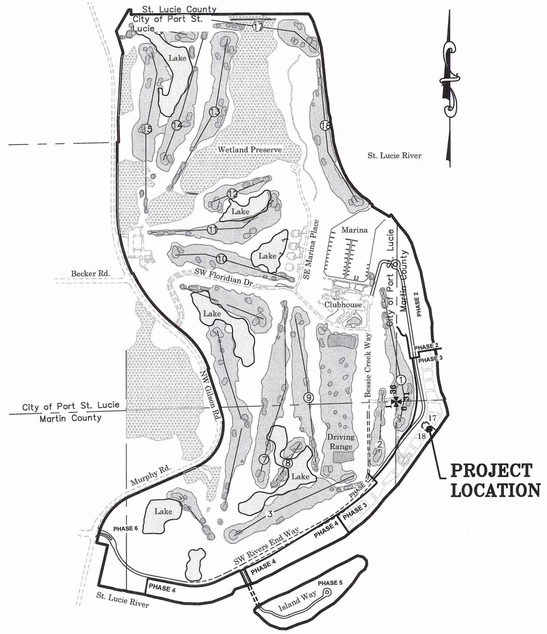
FLORIDIAN NATIONAL GOLF CLUB, LLC

Floridian®



VICINITY MAP

SECTION 1 TOWNSHIP, 38 SOUTH, RANGE 40 EAST



SITE LOCATION MAP

INDEX TO SHEETS	
SHEET NO.	DESCRIPTION
1	COVER
2	SITE PLAN
3	GRADING & DRAINAGE PLAN
4	SPECIFICATION & DETAILS
5	BOAT BASIN SWPPP
6	SWPPP NOTES

JURISDICTIONAL AUTHORITIES

MARTIN COUNTY	SITE DEVELOPMENT
MARTIN COUNTY UTILITIES	WATER AND WASTEWATER
SOUTH FLORIDA WATER MANAGEMENT	SITE DEVELOPMENT

CULPEPPER & TERPENING INC

CONSULTING ENGINEERS | LAND SURVEYORS

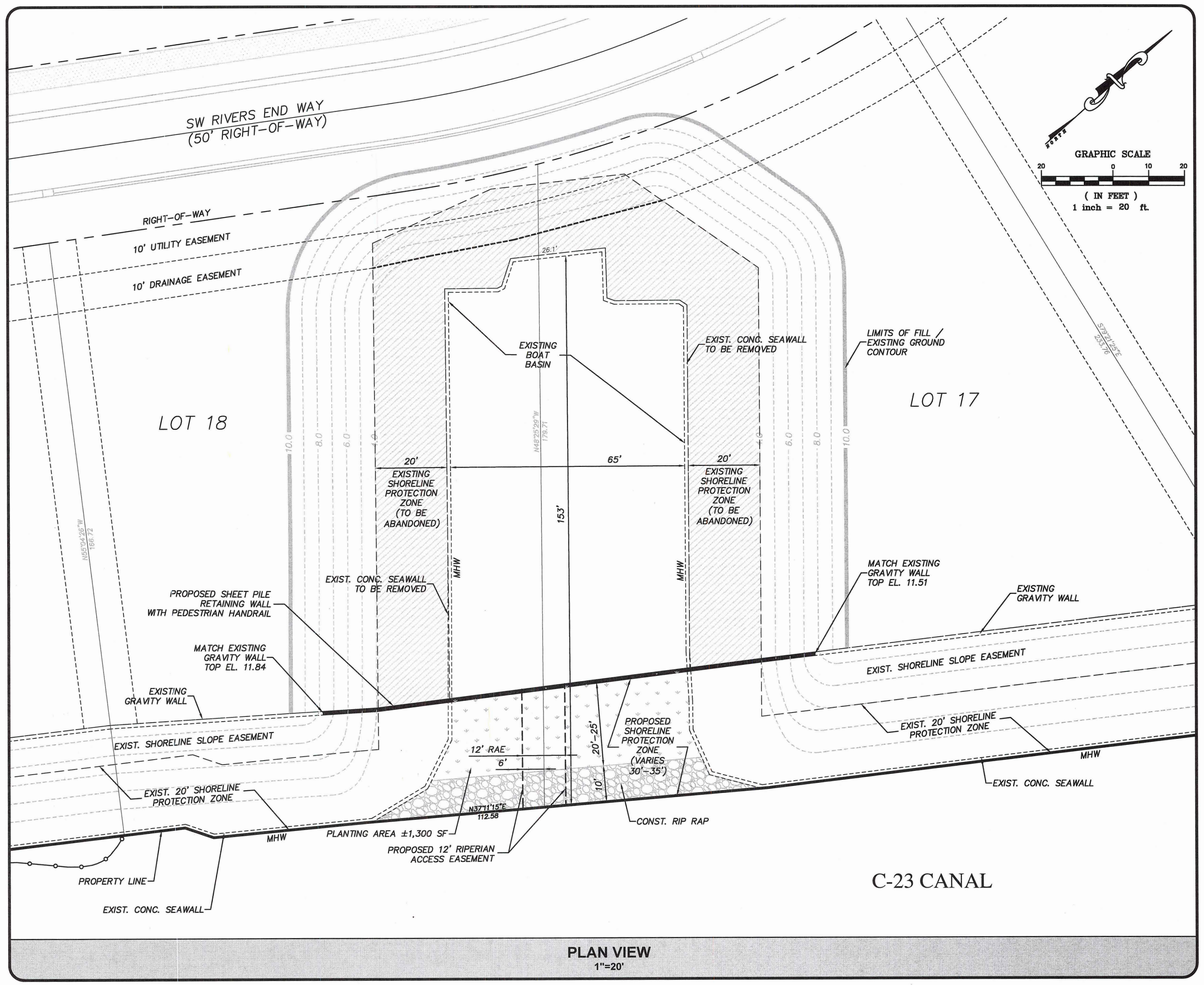
2980 SOUTH 25TH STREET * FORT PIERCE, FLORIDA 34952 * (772) 464-3537

STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

JAMES PARKER TERPENING JR. LICENSE No. 24276 STATE OF FLORIDA PROFESSIONAL ENGINEER

4/6/21

JAMES P. TERPENING JR, P.E. FL. REG. NO. 24276



PLAN VIEW
1"=20'

JAMES P. TERPENING JR. P.E. FL. REG. NO. 24276

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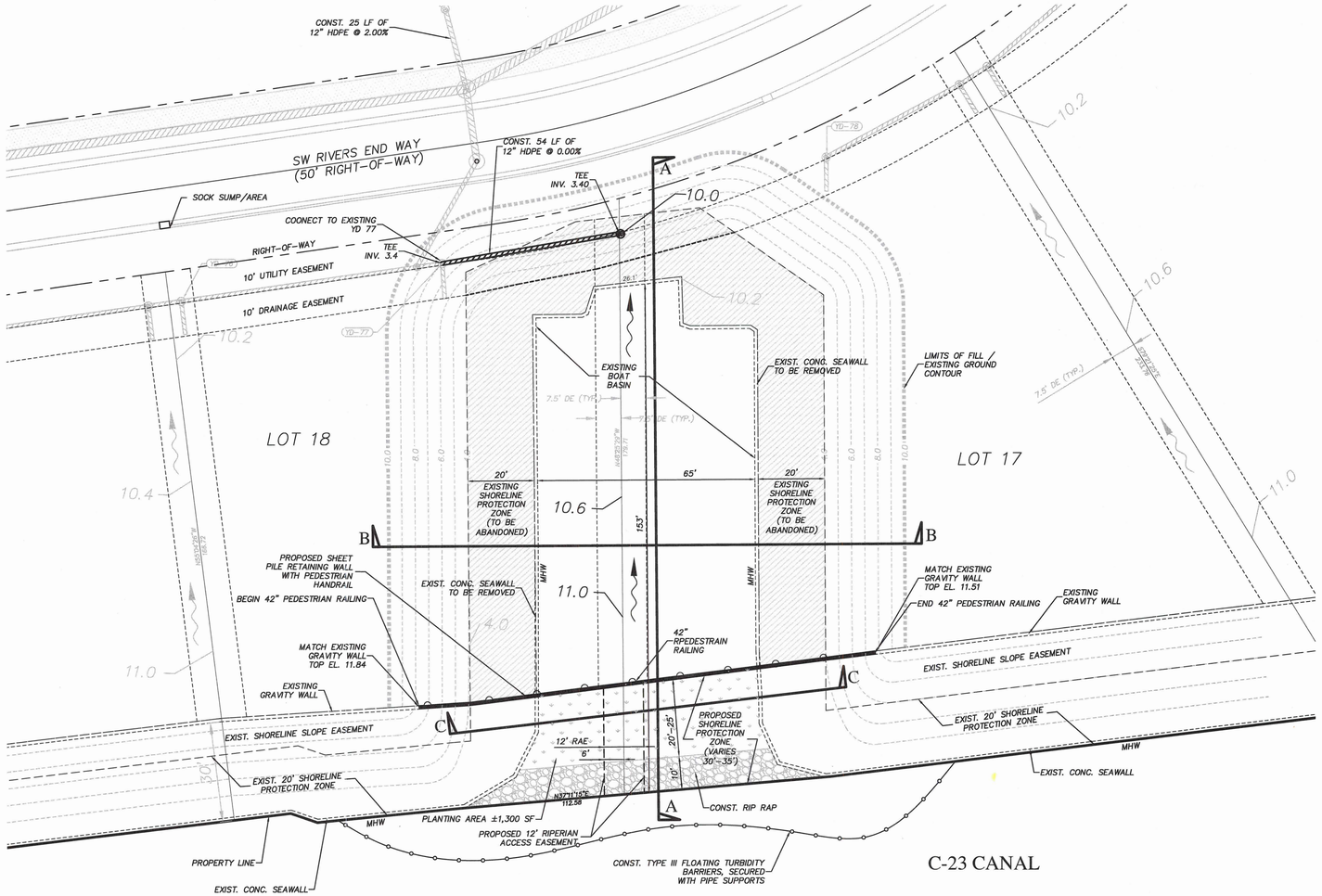
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CALCS.		
DRAWN	TG	03-30-21
DETAILED		
CHECKED	JPT	03-30-21
APPROVED	JPT	03-30-21

THE FLORIDIAN GOLF CLUB

SITE PLAN

DATE: 03-30-21
HORIZ. SCALE: 1"=20'
VERT. SCALE: N/A
JOB No. 17-077
SHEET 2 of 6



C-23 CANAL

GRAPHIC SCALE

20 0 10 20

(IN FEET)

1 inch = 20 ft.

JAMES PARKER TERPENING JR. LICENSE No. 24276 STATE OF FLORIDA PROFESSIONAL ENGINEER

4/2/21

JAMES P. TERPENING JR, P.E. FL. REG. NO. 24276

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THE FLORIDIAN GOLF CLUB

GRADING & DRAINAGE PLAN

DATE: 03-30-21
HORIZ. SCALE: 1"=20'
VERT. SCALE: N/A
JOB No. 17-077
SHEET 3 of 6

1. GENERAL

A. Mobilization: Mobilization shall meet the requirements of FDOT Section 101. This work shall include, but is not limited to, operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by State and local laws and regulations. the costs of bonds and any required insurance, and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this section. This section also includes any and all work related to the final cleanup.

B. Construction Surveying: The Owner shall provide horizontal control consisting of four control points. The Owner shall also provide vertical benchmarks as shown on the plans. This control shall be provided one time only. The Contractor is responsible for all other construction surveying. The Contractor is responsible to protect these reference points and the construction staking throughout the job. The Contractor shall bear the cost of any necessary restaking.

C. Soil Testing: Soil Testing shall be performed by a certified testing laboratory. The contractor shall be responsible for payment of any failed tests and inspections.

2. EARTHWORK AND GRADING

Materials and construction methods for earthwork, excavation, embankment and grading shall meet the requirements of FDOT Section 120 and shall be performed to achieve final grades, elevations and typical sections as shown on the plans for the proposed work.

A. Clearing and Grubbing: Clearing and grubbing shall meet the requirements of FDOT Section 110 and shall be performed within the limits of the project work. This work shall include, but is not limited to, the removal of existing trees, brush stumps, roots and other objectionable material to a depth of 18 inches below the natural ground or design grade, whichever is lower. The areas to be cleared and grubbed generally consist of rights-of-way, utility easements, water management tracts, and portions of the lots as detailed on the plans. The Contractor shall confirm with the Owner the removal of any trees on the lots for possible preservation. All material shall be removed from the site of the project and shall be disposed of in accordance with local, regional, State and Federal laws, regulations and ordinances.

B. Rough Grade: The Contractor shall grade the rights-of-way and lots to meet the requirements of FDOT Sections 110 and 120 and shall conform to the lines, grades, and typical sections as shown on the gold course architect's plans.

C. Fine Grade: The Contractor shall fine grade the roadway to meet the requirements of FDOT Sections 110 and 120 and shall conform to the lines, grades and typical sections as shown on the gold course architect's plans.

D. Sod: Sod shall meet the requirements of FDOT Section 570, 575, and 981 and shall be placed adjacent to the curbing for a minimum width of 24 inches.

E. Seed and Mulch: Seed and mulch shall meet the requirements of FDOT Sections 570, 575, and 981 and shall be placed in all disturbed areas not otherwise addressed in plans provided by the owner.

3. DRAINAGE IMPROVEMENTS

Materials, trench excavation, pipe laying and backfilling operations for drainage improvements shall meet the requirements of FDOT Sections 125 and 430. Pipe shall be laid in true alignment in a pipe trench with an adequate supporting value and "bedded" to the detail shown in the plans and FDOT Section 430. All backfill shall be compacted to a minimum density of 95 percent of the maximum density as determined by AASHTO T-180, unless otherwise shown on the plans.

The Contractor shall provide all materials and labor to complete the work for drainage improvements at the locations, sizes, and types shown on the plans for the following items:

A. Reinforced Concrete Pipe: Reinforced concrete pipe shall meet the requirements of Class III of ASTM C-76, Wall Thickness "B", Latest Revision, as modified by FDOT Section 941. Gaskets for pipe joints shall be round rubber gaskets and shall meet the requirements of FDOT Section 942.

B. Corrugated Metal Pipe: Corrugated metal pipe shall meet the requirements of A.A.S.H.T.O. M-36 and F.D.O.T. Section 943 and shall be constructed as shown on the plans.

C. Corrugated Aluminum Pipe: Corrugated aluminum-alloy pipe shall meet the requirements of A.A.S.H.T.O. M-196 and F.D.O.T. Section 945 and shall be constructed as shown on the plans.

D. Polyvinyl Chloride (PVC) Pipe: PVC pipe shall meet the requirements of F.D.O.T. Section 948 and A.S.T.M. F-794, latest revision, and shall be constructed as shown on the plans.

E. High Density Polyethylene (H.D.P.E.) Pipe: H.D.P.E. Pipe shall meet the requirements of F.D.O.T. and A.S.T.M., latest revision, and shall be air chamber construction. H.D.P.E. shall be constructed as shown on plans.

F. Concrete Collar: Concrete collars shall meet the requirements of F.D.O.T. Standard Index No. 280 and shall be constructed to the detail shown on the plans.

G. Type "E" Inlet: Precast concrete catch basins shall meet the requirements of ASTM C-478 and 64T FDOT Section 425. Catch basins shall be Class I concrete and shall be constructed to the detail as shown on the plans.

H. Storm Manhole and Control Structures: Storm manholes shall meet the requirements of ASTM C-478 and 64T FDOT Section 425. Storm manholes shall be Class I concrete and shall be constructed to the detail as shown on the plans.

I. *Mitered Ends: Shall meet the requirement of FDOT Roadway and Traffic Design Standards Standard Index No. 272. Pipe lengths shown on all the drawings shown on the drawings do not include the length of the mitered end as indicated on Index No. 272.*

J. *Pipe lengths are intended to reflect the length of pipe from the centerline of the structure to the centerline of structure.*

K. *Reduced Cover: All storm drains with less than the minimum cover indicated on the detail sheets shall have a thickened base constructed in accordance with the details contained in the plans.*

4. THE WORK

Existing Utilities and Structures:

Existing utilities, structures and facilities shown on the Drawings were located as accurately as possible from the records examined. No guarantee is made that all existing facilities are shown or that those shown are entirely accurate. The Contractor shall assure himself of the actual location of the utilities, structures, or facilities prior to performance of any work in the vicinity. The utility companies or utility agencies will co-operate with the Contractor's operations. Prior to start of the work, the Contractor shall request each utility agency to advise him of the location of their facilities in the vicinity. The Owner will assume no liability for damages sustained or cost incurred because of the Contractor's operation in the vicinity of existing utilities or structures, or to the temporary bracing and shoring of same. In the event that it is necessary to shore, brave, or swing a utility, the utility company or department affected should be contacted and their permission secured as to the method used for any such work.

Restoration of Damaged Structures or Utilities:

It shall be the responsibility of the Contractor to repair, rebuild or restore to its former condition, any and all portions of existing utilities, structures, equipment, appurtenances or facilities, other than those to be paid for under this Contract, which may be disturbed or damaged due to this construction operation, at no cost to the Owner.

Final Cleanup:

Upon completion of the work, but before final payment will be made, the Contractor shall clear and remove from the Project area, all falsework, equipment, surplus and discarded materials, rubbish and temporary structures which result from the work under this Agreement, and shall restore in an acceptable manner, all property which has been damaged during the prosecution of the work.

Record Information:

Upon completion of the work, but prior to submittal of the request for final payment, the Contractor shall obtain and submit record information to the Owner. This information shall include the following:

1. Drainage System:
   a. High points and low points of swales;
   b. Locations and grate and invert elevations of all structures;
   c. Location, size, type, length and invert of all culverts.
2. Paving and Grading:

Location and elevation of high and low points in roadway and any other changes in grade.

The record information shall be certified by a Florida Professional Land Surveyor. Locations shall be made by reference to centerline stationing and offset or by other means acceptable to the Owner. Elevations shall be according to the North American Vertical Datum (NAVD).

Guarantee:

All materials and the installation thereof which are furnished and installed by the Contractor, under the terms of the Agreement, shall be guarantsed by the Contractor against defective workmanship, mechanical and physical defects, leakage, breakage, and other damages and failure under normal operation for a period of one (1) year from the date of final payment, said date to constitute the commencement of the one (1) year warranty period. All materials and installations proving to be defective within the specified period of the guaranty shall be replaced, without cost to the Owner, by the manufacturer or the Contractor. The period of guarantee of each such replacement shall be from and after the date of installation thereof.

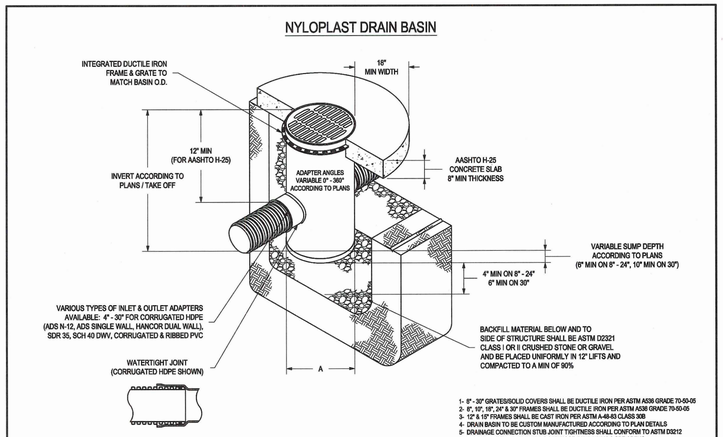
Utility Contacts:

Florida Power & Light:	Rob Morris	(772) 223-4215	Rob.Morris@fpl.com
Bellsouth	James Virga	(772) 460-4452	James.Virga@att.com
Comcast (CATV):	Timothy Korndoerfer	(800) 266-2278	timothy.korndoerfer@cable.comcast.net
Martin County Utilities	Bill Snyder	(772) 260-8332	bsnyder@martin.fl.us
Martin County Engineering	James Lambert	(772) 288-5927	jlambert@martin.fl.us

GENERAL NOTES

1. *Grassing shall be furnished and installed in conformance with the approved landscape plan. All disturbed areas not shown to be planted, mulched, etc. shall be sodded.*
2. *Sod shall be placed such that the top of the grass is at the same elevation as the top of adjacent finish grade.*
3. *The location of existing utilities shown is approximate only and must be field verified by the Contractor prior to beginning Work.*
4. *These plans shall not be used for construction unless they are marked "Approved for Construction" in the title block.*
5. *All nuisance exotic vegetation on-site must be removed in conjunction with site development.*
6. *Contractor to confirm limits of Preserve Areas and fence appropriately prior to starting construction*
7. *Contractor to obtain and review all permits prior to starting construction*
8. *Drawing scale may change due to reproduction*
9. *Maintenance of traffic must be in conformance with FDOT Specifications.*
10. *Refer to Shoreline Planting Plan prepared by EW Consultants, Inc. for details of Shoreline Planting area.*
11. *All Turbidity control measures (silt fence, floating turbidity barrier, etc.) shall be installed and maintained per plan.*

NYLOPLAST DRAIN BASIN

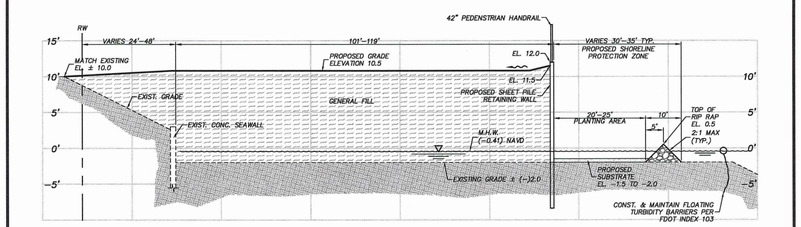


A	PART #	GRATE OPTIONS		
8"	2808AG	PEDESTRIAN LIGHT DUTY	STANDARD LIGHT DUTY	SOLID LIGHT DUTY
10"	2810AG	PEDESTRIAN LIGHT DUTY	STANDARD LIGHT DUTY	SOLID LIGHT DUTY
12"	2812AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-25	SOLID AASHTO H-25
15"	2815AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-25	SOLID AASHTO H-25

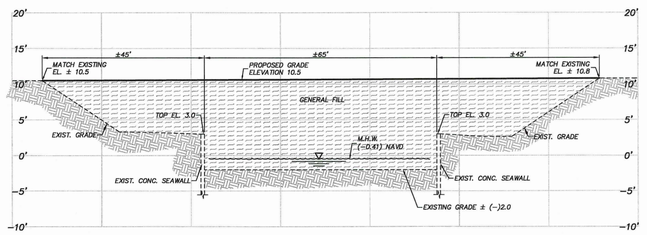
A	PART #	GRATE OPTIONS		
18"	2818AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-25	SOLID AASHTO H-25
24"	2824AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-25	SOLID AASHTO H-25
30"	2830AG	N/A	STANDARD AASHTO H-25	SOLID AASHTO H-25

1- 8" - 30" GRATES/SOLID COVERS SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
2- 8", 10", 15", 24" & 30" FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
3- 12" & 15" FRAMES SHALL BE CAST IRON PER ASTM A-48-83 CLASS 30B
4- DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS
5- DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS & HANCOR DUAL WALL) & SDR 35 PVC
6- FOR COMPLETE DESIGN AND PRODUCT INFORMATION: WWW.NYLOPLAST-US.COM
7- TO ORDER CALL: 800-821-6710

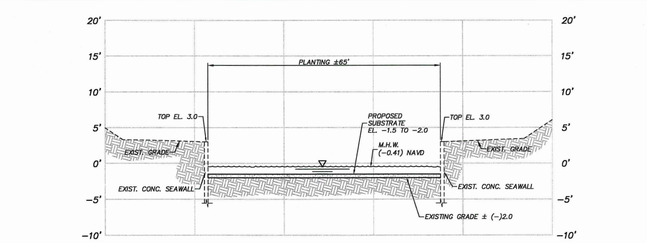
DRAWN BY	EBC	MATERIAL		Nyloplast	3126 VERONA AVE BIOFORD, GA 30519 PHN (770) 932-2443 FAX (770) 932-2499 www.nyloplast-us.com
DATE	1-23-06				
APPD BY	CJA	PROJECT NO./NAME		TITLE	DRAIN BASIN WITH STANDARD GRATE QUICK SPEC INSTALLATION DETAIL
DATE	1-23-06				
DWG SIZE	A	SCALE NTS	SHEET 1 OF 1	DWG NO. 7001-110-144	REV A



SECTION A-A
HORIZ. SCALE 1"=20' / VERT. SCALE 1"=10'



SECTION B-B
HORIZ. SCALE 1"=20' / VERT. SCALE 1"=10'



SECTION C-C
HORIZ. SCALE 1"=20' / VERT. SCALE 1"=10'

JAMES PARKER TERPENING JR. LICENSE No. 24276 STATE OF FLORIDA REGISTERED ENGINEER
4/8/21
JAMES P. TERPENING JR., P.E. FL. REG. NO. 24276

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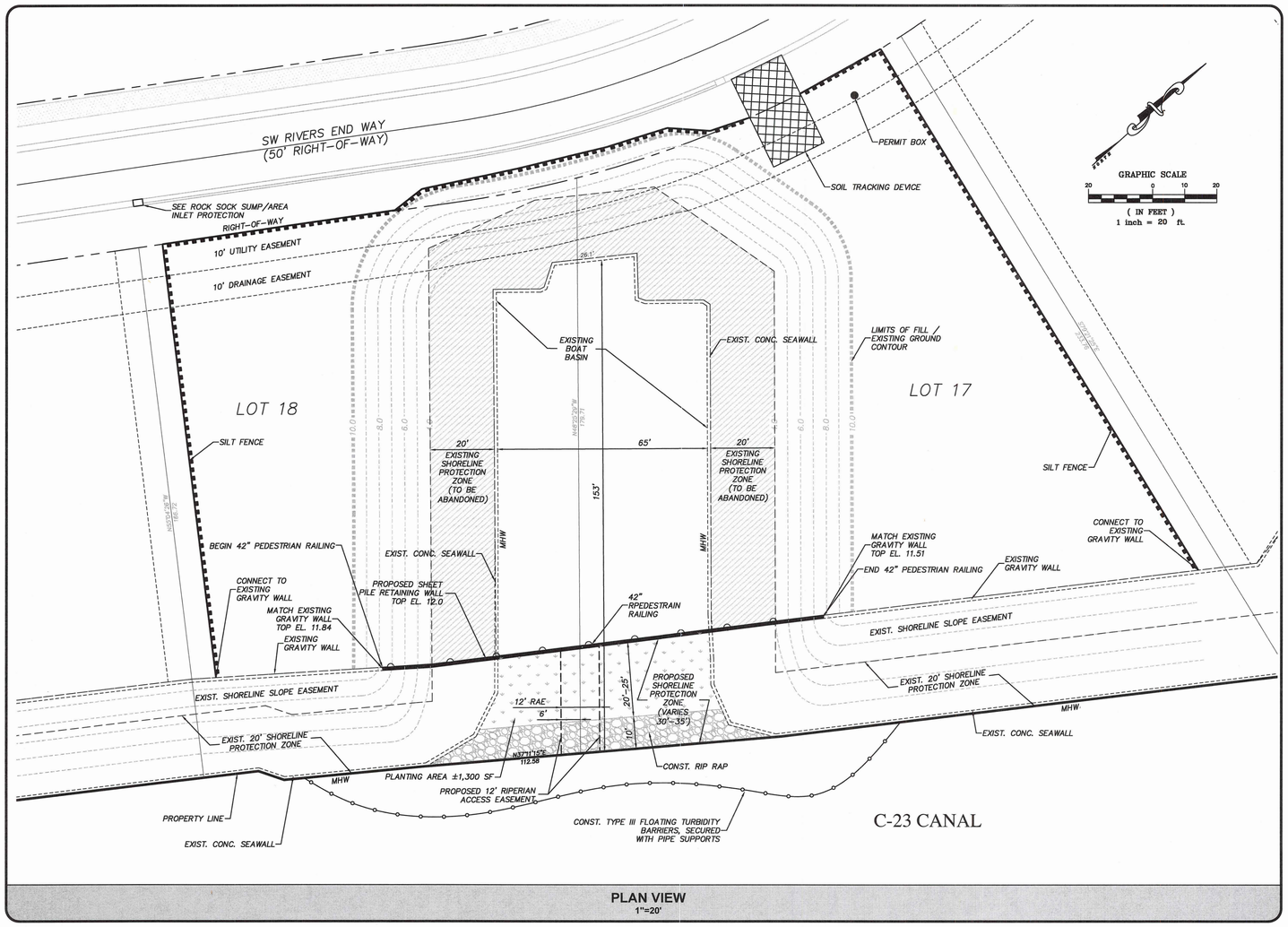
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THE FLORIDIAN GOLF CLUB

SPECIFICATION & DETAILS

DATE: 03-30-21
HORIZ. SCALE: 1"=20'
VERT. SCALE: N/A
JOB No. 17-077
SHEET 4 of 6

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PLAN VIEW
1"=20'

General Notes:

1. Authorization to install erosion control devices and preserve barricades will be granted at the pre-construction meeting. This authorization shall be posted on the site, in the permit box, its location shown elsewhere on this page.
2. No additional land clearing shall commence until a satisfactory inspection of the required erosion control barricades has been obtained.
3. All construction barricades and silt fences will remain in place and be monitored for compliance by the permit holder during the permitted development activities.
4. Prior to scheduling a final environmental inspection, all barricades and erosion control devices shall be removed and disposed of by the contractor.

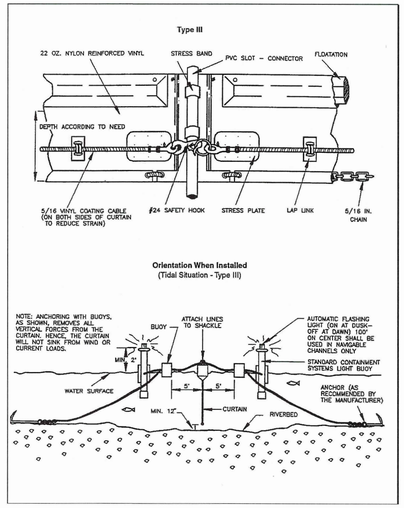


Plate 4.45b Type III Floating Turbidity Barrier
Source: American Boom and Barrier Corporation and VDOT Standard Sheets

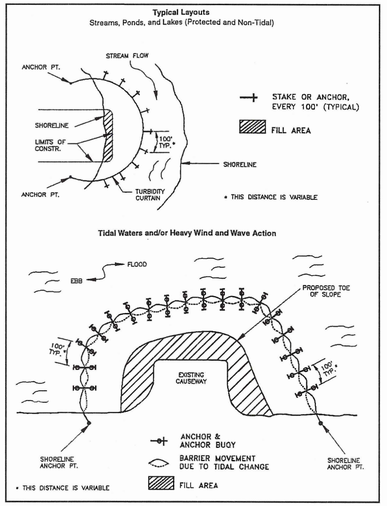
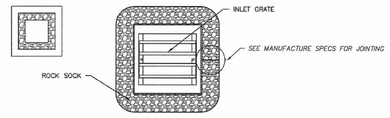


Figure 4.4n. Typical Installation Layouts
Source: FDOT Roadway and Traffic Design Standards



ROCK SOCK SUMP/AREA INLET PROTECTION

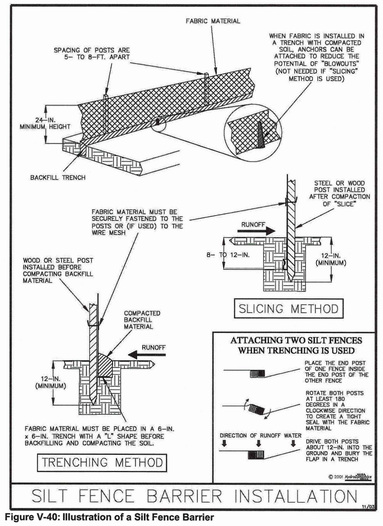


Figure V-40: Illustration of a Silt Fence Barrier

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Figure V-14: Illustration of a Soil Tracking Prevention Device

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APPROVED	JPT	03-30-21

THE FLORIDIAN GOLF CLUB

BOAT BASIN SWPPP

DATE: 03-30-21
HORIZ. SCALE: 1"=20'
VERT. SCALE: N/A
JOB No. 17-077
SHEET 5 of 6

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Section 1	Project Name and location information:	Floridian Boat Basin Fill
Section 2	Describe the nature of the construction activity:	Filling of an old boat basin and shoreline restoration.
Section 3	Describe the intended sequence of major soil disturbing activities:	1. Install all of the prposed BMP's. 2. Install sheet piling. 3. Dewater boat basin. 4. Revome exisitng seawall. 5. Demuck existing basin. 6. Fill ang Grade bain. 7. Grade living shoreline. 8. Install shoreline rip rap. 9. Plant shoreline and upland fill areas.
Section 4	Total area of the site:	1.29 acres
Section 5	Total area of the site to be disturbed:	1.29 acres
Section 6	Existing data describing the soil or quality of any stormwater discharge from the site:	Arents This site is part of The Floridain master stormwater system.
Section 7	Estimate the drainage area size for each discharge point:	1.29 acres
Section 8	Latitude and longitude of each discharge point and identify the receiving water or MS4 for each discharge point:	27°12'18.94"N, 80°17'5.31"W. The site discharges to the St. Lucie River.
Section 9	Give a detailed description of all controls, Best Management Practices (BMPs) and measures that will be implemented at the construction site for each activity identified in the intended sequence of major soil disturbing activities section. Provide time frames in which the controls will be implemented. NOTE: All controls shall be consistent with performance standards for erosion and sediment control and stormwater treatment set forth in s. 62-40.432, F.A.C., the applicable Stormwater or Environmental Resource Permitting requirements of the Department or a Water Management District, and the guidelines contained in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual, FDOT, FDEP, and any subsequent amendments.	
		Silt fencing will be provide around the upland portion of the site. A Type III Turbidity Barrer will be installed on the waterward side of the site. A soil tracking device will be installed at the construction entrance. All existing roadway storm drainage system will have inlet protection devices. All of the BMP's will remain intact until completion of the project.
Section 10	Describe all temporary and permanent stabilization practices. Stabilization practices include temporary seeding, mulching, permanent seeding, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, vegetative preservations, etc.	
		The site will be seed and soded upond compleation. The retaining wall is designed so that no site runoff will drain to the river.
Section 11	Describe all structural controls to be implemented to divert stormwater flow from exposed soils and structural practices to store flows, retain sediment on-site or in any other way limit stormwater runoff. These controls include silt fences, earth dikes, diversions, swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, coagulating agents and temporary or permanent sediment basins.	
		As stated the proposed retaining wall has been design to prevent water from entering the river.
Section 12	Describe all sediment basins to be implemented for areas that will disturb 10 or more acres at one time. The sediment basins (or an equivalent alternative) should be able to provide 3,600 cubic feet of storage for each acre drained. Temporary sediment basins (or an equivalent alternative) are recommended for drainage areas under 10 acres.	
		The site is only 1.29 acres.
Section 13	Describe all permanent stormwater management controls such as, but not limited to, detention or retention systems or vegetated swales that will be installed during the construction process.	
		The site upon completion will drain into the Floridian Master stormwater system, where water quality and attenuation will be provided.

Section 14	Waste disposal, this may include construction debris, chemicals, litter, and sanitary wastes:	All construction materials and debris will be placed in a dumpster and hauled off site to a landfill or other proper disposal site. No materials will be buried on site.
Section 15	Offsite vehicle tracking from construction entrances/exits:	Off site vehicle tracking of sediments and dust generation will be minimized via a rock construction entrance, street sweeping and the use of water to keep dust down.
Section 16	The proper application rates of all fertilizers, herbicides and pesticides used at the construction site:	Florida-friendly fertilizers and pesticides will be used at a minimum and in accordance with the manufacturer's suggested application rates.
Section 17	The storage, application, generation and migration of all toxic substances:	All paints and other chemicals will be stored in a locked covered shed.
Section 18	Other:	Port-o-lets will be placed away from storm sewer systems, storm inlet(s), surface waters and wetlands. No vehicle maintenance shall be conducted on-site. A washdown area shall be designated at all times and will not be located in any area that will allow for the discharge of polluted runoff.
Section 19	Provide a detailed description of the maintenance plan for all structural and non-structural controls to assure that they remain in good and effective operating condition.	
		Contractor shall provide routine maintenance of permanent and temporary sediment and erosion control features in accordance with the technical specifications or as follows, whichever is more stringent: • Silt fence shall be inspected at least weekly. Any required repairs shall be made immediately. Sediment deposits shall be removed when they reach approximately one-half the height of the barrier. • The Turbidity Barriers shall be inspected weekly. Any required repairs shall be made immediately. • Maintenance shall be performed on the rock entrance when any void spaces are full of sediment. • Inlet(s)/outfalls shall be inspected immediately after each rain event and any required repairs to the filter inlets, silt fence, or filter fabric shall be performed immediately. • Bare areas of the site that were previously seeded shall be reseeded per manufactures' instructions. • Mulch and sod that has been washed out shall be replaced immediately. • Maintain all other areas of the site in good condition.
Section 20	Inspections: Describe the inspection and inspection documentation procedures, as required by the FDEP NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities.	
		Qualified personnel will inspect all points of discharges, all disturbed areas of construction that have not been stabilized, constructed areas and locations where vehicles enter and exit the site, and all BMPs at least once every 7 calendar days and within 24 hours of the end of a rainfall event that is 0.5 inches or greater. Where sites have been finally stabilized, said inspections shall be conducted at least once every month until the Notice of Termination is filed.
Section 21	Identify and describe all sources of non-stormwater discharges as allowed by the FDEP NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities.	
		None.
Section 22	All contractor(s) and subcontractor(s) identified in the SWPPP must sign the following certification:	
		"I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder."

JAMES P. TERPENING JR. P.E. FL. REG. NO. 24276

P:\Proj-2017\17-077 Floridian - Boat Basin Fill, PJF\Eng\17-077 SWPPP.dwg Plotted: 4/7/2021 11:00 AM By: TAO GAO

COMPUTER FILE REF.	FIELD BK./PG.

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

– REVISIONS –	BY	DATE
REVISED PER COUNTY COMMENTS	TG	03/28/21
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	BY	DATE
DESIGNED	JPT	03-30-21
CALCS.		
DRAWN	TG	03-30-21
DETAILED		
CHECKED	JPT	03-30-21
APPROVED	JPT	03-30-21

THE FLORIDIAN GOLF CLUB

SWPPP NOTES

DATE: 03-30-21
HORIZ. SCALE: 1"=20'
VERT. SCALE: N/A
JOB No. 17-077
SHEET 6 of 6

DISCLOSURE OF INTEREST AFFIDAVIT

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared the undersigned person on the date set forth below, who, first being duly sworn, deposes and says under penalties of perjury:

1. That the record property owner(s) of the Real Property described in **Exhibit "A"** to this Affidavit is (are) as follows:

Name	**Address**
Floridian National Golf Club, LLC a Florida limited liability company	3700 SE Floridian Drive Palm City, Florida 34990

(If more space is needed attach separate sheet)

2. That the following is a list of every natural person and entity with any legal or equitable interest in the property (as defined in Section 10.2.B.3. Land Development Regulations, Martin County Code):

Name	**Address**	**Interest**
Southeast Headquarters, LLC	501 Crawford Street, Suite 500 Houston, Texas 77002	Sole member of Floridian National Golf Club, LLC
Crane Private Equity, Ltd.	501 Crawford Street, Suite 500 Houston, Texas 77002	Sole member of Southeast Headquarters, LLC
Crane GP LLC	501 Crawford Street, Suite 500 Houston, Texas 77002	General Partner of Crane Private Equity, Ltd.

James R. Crane	501 Crawford Street, Suite 500 Houston, Texas 77002	President and Sole Partner of Crane GP LLC

(If more space is needed attach separate sheet)

3. That the following is a list of those, who have any interest in a contract for sale of the property, or a conveyance of any interest in the property, including but not limited to, real estate brokers and salespersons; and any and all mortgagees of the property:

Name	**Address**	**Interest**
N/A		

(If more space is needed attach separate sheet)

4. That the following is a list of all other applications for which the applicant has an interest as defined in subsection b. and c. of Section 10.2.B.3. Land Development Regulations, Martin County Code currently pending before Martin County. The list shall include any development applications, waiver applications, road opening applications, and lien reduction requests.

Application Name and/or Project Number	**Names & Addresses of Parties involved**	**Date**	**Type of Application**	**Status of Application ***
F099-024	Floridian National Golf Club, LLC (see sections 1 & 2 above for names & addresses)	3-19-19	Rev. MP & Phase 4 FSP	Approved
F099-026	(same as above)	3-19-19	Phase 6 Rev FSP	Approved
F099-015 F099-023	(same as above)	5-9-19	Ph. 5 FSP Ph. 5 Plat	Withdrawn

(If more space is needed attach separate sheet)

- Status defined as:
  A = Approved
  P = Pending
  D = Denied
  W = Withdrawn

This Affidavit is given for the purpose of establishing compliance with the provisions of Section 10.2.B.3 Land Development Regulations; Martin County Code.

FURTHER AFFIANT SAYETH NOT.

AFFIANT

Giles Kibbe

STATE OF Texas
COUNTY OF Harris

The foregoing Disclosure of Interest Affidavit was sworn to, affirmed and subscribed before me this 9th day of May 2019, by GILES KIBBE, who is personally known to me or have produced _____ as identification.

Notary Public, State of Texas
Print Name: Brenda S. Schiro
My Commission Expires: July 21, 2023

(Notary Seal)

BRENDA S SCHIRO
Notary ID #128681443
My Commission Expires
July 21, 2023

Exhibit "A"
(Disclosure of Interest and Affidavit)
(Legal Description)

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 1, TOWNSHIP 38 SOUTH, RANGE 40 EAST, AND SECTION 6, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF LOTS 23 THROUGH 28, ACCORDING TO THE PLAT OF FLORIDIAN GOLF CLUB PUD, PHASE 3, AS RECORDED IN PLAT BOOK 17, PAGE 48, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

CONTAINING 2.872 ACRES, MORE OR LESS.

TOGETHER WITH:

TRACT 1

BEGIN AT THE NORTHWESTERLY CORNER OF SAID LOT 28; THENCE SOUTH 35°00'26" EAST, ALONG THE WESTERLY LINE OF LOT 28, A DISTANCE OF 214.69 FEET TO THE MEAN HIGH WATER LINE; THENCE ALONG THE MEAN HIGH WATER LINE THE FOLLOWING 9 COURSES AND DISTANCES; THENCE SOUTH 50°41'04" WEST, A DISTANCE OF 16.60 FEET; THENCE SOUTH 62°20'16" WEST, A DISTANCE OF 92.13 FEET; THENCE SOUTH 59°48'28" WEST, A DISTANCE OF 141.75 FEET; THENCE SOUTH 65°28'42" WEST, A DISTANCE OF 134.44 FEET; THENCE SOUTH 65°04'36" WEST, A DISTANCE OF 122.50 FEET; THENCE SOUTH 65°26'54" WEST, A DISTANCE OF 150.36 FEET; THENCE SOUTH 58°04'36" WEST, A DISTANCE OF 129.68 FEET; THENCE SOUTH 63°53'07" WEST, A DISTANCE OF 132.37 FEET; THENCE SOUTH 59°30'42" WEST, A DISTANCE OF 153.99 FEET; TO A POINT HEREINAFTER KNOWN AS POINT A; THENCE, DEPARTING SAID MEAN HIGH WATER LINE, NORTH 25°06'44" WEST, A DISTANCE OF 145.42 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 39.27 FEET; THENCE NORTH 64°53'16" EAST, A DISTANCE OF 98.70 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 2,025.00 FEET, A CENTRAL ANGLE OF 06°29'09"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 229.23 FEET; THENCE NORTH 58°24'07" EAST, A DISTANCE OF 654.86 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 2,455.13 FEET, A CENTRAL ANGLE OF 00°43'47"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 31.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.353 ACRES, MORE OR LESS.

TOGETHER WITH:

TRACT 2

COMMENCE AT AFORESAID POINT A; THENCE ALONG THE MEAN HIGH WATER LINE THE FOLLOWING 12 COURSES AND DISTANCES; THENCE SOUTH 68°53'26" WEST, A DISTANCE OF 50.12 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 66°13'23" WEST, A DISTANCE OF 148.36 FEET; THENCE SOUTH 64°13'27" WEST, A DISTANCE OF 93.11 FEET; THENCE SOUTH 71°55'31" WEST, A DISTANCE OF 152.04 FEET; THENCE SOUTH 81°58'58" WEST, A DISTANCE OF 97.45 FEET; THENCE NORTH 89°07'29" WEST, A DISTANCE OF 56.37 FEET; THENCE SOUTH 86°33'44" WEST, A DISTANCE OF 46.13 FEET; THENCE NORTH 84°09'00" WEST, A DISTANCE OF 79.19 FEET; THENCE NORTH 82°11'42" WEST, A DISTANCE OF 61.88 FEET; THENCE NORTH 75°26'22" WEST, A DISTANCE OF 82.13 FEET; THENCE NORTH 75°32'36" WEST, A DISTANCE OF 132.99 FEET; THENCE NORTH 76°33'51" WEST, A DISTANCE OF 92.30 FEET; THENCE, DEPARTING SAID MEAN HIGH WATER LINE, NORTH 10°51'39" EAST, A DISTANCE OF 152.10 FEET; THENCE SOUTH 79°08'21" EAST, A DISTANCE OF 365.27 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 535.00 FEET, A CENTRAL ANGLE OF 35°58'23"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 335.90 FEET; THENCE NORTH 64°53'16" EAST, A DISTANCE OF 212.54 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 39.27 FEET; THENCE SOUTH 25°06'44" EAST, A DISTANCE OF 141.92 FEET TO THE MEAN HIGH WATER LINE AND THE POINT OF BEGINNING.

CONTAINING 3.690 ACRES, MORE OR LESS.

CONTAINING 10.915 ACRES TOTAL, MORE OR LESS.

(3)

INSTR # 2202357
OR BK 02446 PG 0461
Pgs 0461 - 479; (19pgs)
RECORDED 04/05/2010 04:16:12 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
DEED DOC TAX 0.70
RECORDED BY P Tyson

THIS INSTRUMENT WAS PREPARED BY:
DANIEL M. MACKLER, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
450 EAST LAS OLAS BOULEVARD, SUITE 1400
FORT LAUDERDALE, FLORIDA 33301
CH Box 40

Folio No(s).: St Lucie County Folios: 4436-443-0001-000/9;
4425-701-0005-010/7; 4436-410-0001-000/7; and
a portion of 4436-131-0001-000/1
Martin County Folios:
1-38-40-000-000-00010.20000; 1-38-40-014-000-00006.00000;
1-38-40-014-000-00007.00000; 1-38-40-014-000-00008.00000;
1-38-40-014-000-00009.00000; 1-38-40-014-000-01060.30000;
1-38-40-014-000-01070.10000; 1-38-40-014-000-01080.90000;
1-38-40-014-000-01090.70000; 6-38-41-000-000-00040.30000;
6-38-41-000-000-00041.20000; and 31-37-41-000-000-00010.90000

SPECIAL WARRANTY DEED
(Duplicate Original- Martin County, Florida)

THIS INDENTURE, made this 1st day of April, 2010, between STUART PROPERTY HOLDINGS, LTD., a Florida limited partnership, whose address is c/o Huizenga Holdings, Inc., 450 East Las Olas Blvd., Suite 1500, Ft. Lauderdale, FL 33301 ("Grantor") and FLORIDIAN GOLF RESORT, LLC, a Florida limited liability company, whose address is 4409 Montrose, Suite 200, Houston, Texas 77006 ("Grantee"):

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars ($10.00), lawful money of the United States of America, to it in hand paid by the Grantee, at or before the ensealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, alienated, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee and its successors and assignees forever, the following described real property, situate, lying and being in the County of Martin and the County of St. Lucie (collectively, the "Counties"), State of Florida, and more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF (the "Property").

[Note to Clerk: The Property described in this duplicate original Special Warranty Deed is located in both St. Lucie County and Martin County, Florida. Florida documentary stamp tax in the amount of $179,069.80, calculated based on the purchase price of the Property was paid and affixed to the original Special Warranty Deed recorded in St. Lucie County, Florida. Nominal documentary stamp tax of $0.70 is being paid in connection with the recordation of this duplicate original Special Warranty Deed in Martin County, Florida.]

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Real property taxes, assessments and special district levies/assessments, for the year 2010 and for subsequent years.

2. Zoning and other regulatory laws and ordinances affecting the Property.

3. Easements, reservations, restrictions, rights of way, and other matters of record, if any, described in **EXHIBIT B** attached hereto and made a part hereof, but this reference shall not operate to reimpose same.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of the Property hereby conveyed in fee simple; that it has good right and lawful authority to sell and convey said Property; that it hereby specially warrants the title to said Property and will defend the same against the lawful claims of any persons claiming by, through or under the said Grantor.

[TEXT AND SIGNATURES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, the day and year first above written.

STUART PROPERTY HOLDINGS, LTD., a Florida limited partnership

By: Stuart Property Management, Inc., a Florida corporation, its General Partner

By: _____
Name: Robert J. Hennigar Jr
Title: V.P

_____
Witness
Richard L. Yardley
Printed Name of Witness

_____
Witness
CARMEN KRAMER
Printed Name of Witness

STATE OF FLORIDA

COUNTY OF Broward

The foregoing Special Warranty Deed was acknowledged before me this 31 day of March, 2010, by Robert J. Hennigar, Jr., as Vice President of Stuart Property Management, Inc., a Florida corporation, the General Partner of Stuart Property Holdings, Ltd., a Florida limited partnership, on behalf of said corporation and limited partnership, who (✓) is personally known to me, or ( ) produced _____ as identification.

_____
Signature of Notary Public
Elena Livingood
Printed Name of Notary Public

Notary Public State of Florida
Elena Livingood
My Commission DD519043
Expires 05/09/2010

EXHIBIT A [TO DEED]

LEGAL DESCRIPTION

Exhibit "A"

ST. LUCIE COUNTY

PARCEL 1:

The South 641.29 feet of the Southeast one-quarter of the Southeast one-quarter of Section 36, Township 37 South, Range 40 East, and being in St. Lucie County, Florida.

PARCEL 2:

Being all of Government Lot 2 and all of Government Lot 3, Section 36, Township 37 South, Range 40 East, St. Lucie County, Florida.

LESS that portion of the 80 foot wide right-of-way of Gilson Road, as relocated, as recorded in Official Records Book 463, Page 450, Public Records of St. Lucie County, Florida, lying in said Government Lot 3, the center line of which being more particularly described as follows:

Commence at the Southeast corner of said Section 36; thence South 88°35'30" West along the South line of said Section 36, a distance of 1763.46 feet to the POINT OF BEGINNING of the herein described centerline; thence North 17°30'20" West, a distance of 890.24 feet to the beginning of a curve, concave Westerly, having a radius of 1000.00 feet and a central angle of 07°35'57"; thence Northerly along the arc of said curve, a distance of 132.63 feet to the end of said curve; thence North 25°06'17" West, a distance of 1254.85 feet to the intersection with the West line of said Government Lot 3.

ALSO LESS that right-of-way for Becker Road, as recorded in Deed Book 144, Page 247, Public Records of St. Lucie County, Florida, described as follows:

The North 50 feet of the Southwest one-quarter of the Southeast one-quarter lying West of Gilson Road, and the South 50 feet of the Northwest one-quarter of the Southeast one-quarter lying West of Gilson Road, of Section 36, Township 37 South, Range 40 East.

ALSO LESS that part of said Government Lot 3, lying West of Gilson Road and South of Becker Road as described in Warranty Deed from Stuart Property Holdings, Ltd. to St. Lucie County, a political subdivision of the State of Florida dated December 10, 1993, as recorded in Official Records Book 883, Page 1334, Public Records of St. Lucie County, Florida, and being more particularly described as follows:

Being a parcel of land in Government Lot 3, Section 36, Township 37 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the South one-quarter corner of Section 36; thence North 00°46'41" East with said one-quarter Section line a distance of 1,202.02 feet to the POINT OF BEGINNING; thence continue North 00°46'41" East a distance of 60.04 feet; thence North 88°50'14" East a distance of 371.06 feet to a point on the West right-of-way of Gilson Road as recorded in Official Records Book 453, Page 450; thence with said Gilson Road South 25°06'17" East a distance of 65.65 feet; thence South 88°50'14" West a distance of 399.73 feet to the POINT OF BEGINNING.

TOGETHER WITH that part of said Government Lot 3, lying West of Gilson Road and North of Becker Road as described in Resolution Number 92-169, being a resolution vacating a portion of a public road right-of-way in St. Lucie County, Florida, dated August 26, 1992, and recorded in Official Records Book 804, Page 1987, Public Records of St. Lucie County, Florida, and being more particularly described as follows:

The North 40 feet of that certain road right-of-way recorded in Deed Book 144, Page 247 of the Public Records of St. Lucie County, Florida.

Exhibit "A" continued

ALSO DESCRIBED AS FOLLOWS:

Being a parcel of land lying in Government Lot 3, Section 36, Township 37 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the South one-quarter corner of said Section 36; thence North 00°46'41" East with said one-quarter Section line a distance of 1,322.10 feet to the POINT OF BEGINNING; thence North 88°50'14" East a distance of 342.38 feet; thence North 25°06'17" West 43.76 feet; thence South 88°50'14" West 323.27 feet; thence South 00°46'41" West 40.02 feet to the POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM the existing right-of-way for Becker Road and that portion of Gilson Road right-of-way as described in Official Records Book 461, Page 2268 of the Public Records of St. Lucie County, Florida.

TOGETHER WITH a parcel of land lying in Section 36, Township 37 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

Being a portion of the plat of Harbour Ridge Plat No. 2 as recorded in Plat Book 24, Pages 5 and 5-A through 5-E of the Public Records of St. Lucie County, Florida, said portion being bounded as follows: on the South by the South line of the Northwest one-quarter of Section 36; on the East by the East line of the Northwest one-quarter of said Section 36; on the North by the North line of Government Lot 2, Section 36, Township 37 South, Range 40 East, and on the West by the following described line:

Begin at the Northwest corner of Government Lot 2, Section 36, Township 37 South, Range 40 East; thence South 29°47'16" West, a distance of 241.92 feet; thence South 17°30'35" East, a distance of 219.54 feet; thence South 12°12'36" West, a distance of 69.73 feet; thence South 03°12'31" West, a distance of 607.45 feet; thence South 01°37'30" East, a distance of 157.80 feet to a point on the South line of the Northwest one-quarter of said Section 36 and the point of termination of said line.

LESS AND EXCEPTING THEREFROM the realignment of Gilson Road right of way, as recorded in Official Records Book 1026, Page 1542, Public Records of St. Lucie County, Florida, being more particularly described as follows:

Being a parcel of land lying in Section 36, Township 37 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 36; thence South 88°35'30" West along the South line of said Section 36, a distance of 1763.46 feet to a point on the centerline of Gilson Road (being an 80 feet wide right of way) as described in Official Records Book 461, Page 2269, of the Public Records of St. Lucie County, Florida; thence North 17°30'20" West along said centerline, a distance of 380.89 feet to the POINT OF BEGINNING; thence departing said centerline North 72°29'40" East a distance of 50.00 feet to the beginning of a non-tangent curve concave to the Southwest having a radius of 750.00 feet, the chord of which bears North 33°49'48" West; thence Northwesterly along the arc of said curve through a central angle of 32°38'56", a distance of 427.37 feet; thence North 50°09'16" West a distance of 153.79 feet to the beginning of a curve concave to the Northeast having a radius of 1450.00 feet; thence Northwesterly along the arc of said curve through a central angle of 24°40'36", a distance of 624.50 feet to a point on the Northerly right of way line of Becker Road (being a 150.00 feet wide right of way); thence South 88°50'14" West along said right of way line, a distance of 10.97 feet, to the beginning of a non-tangent curve concave to the Northeast having a radius of 1460.00 feet, the chord of which bears North 12°28'24" West; thence Northwesterly and Northerly along the arc of said curve, through a central angle of 25°39'18", a distance of 653.73 feet; thence North 00°21'15" East, a distance of 650.85 feet, to a point on the North line of the Southwest one-quarter of said Section 36; thence South 89°05'15" West, along said line, a distance of 80.02 feet; thence South 00°21'15" West, a distance of 649.08 feet to the

beginning of a curve concave to the Northeast, having a radius of 1540.00 feet; thence Southerly and Southeasterly along the arc of said curve through a central angle of 24°18'09", a distance of 653.20 feet to a point on the Northerly right of way line of Becker Road (being a 150.00 feet wide right of way); thence South 89°47'18" West along said North line a distance of 10.92 feet to the beginning of a non-tangent curve concave to the Northeast having a radius of 1550.00 feet, the chord of which bears South 36°58'12" East; thence Southeasterly along the arc of said curve through a central angle of 26°22'07", a distance of 713.34 feet; thence South 50°09'16" East, a distance of 153.79 feet to the beginning of a curve concave to the Southwest having a radius of 650.00 feet; thence Southeasterly along the arc of said curve through a central angle of 32°38'56", a distance of 370.39 feet; thence North 72°29'40" East, a distance of 50.00 feet to the POINT OF BEGINNING.

TOGETHER WITH that portion of vacated and abandoned right of way known as Gilson Road lying in Section 36, Township 37 South, Range 40 East and recorded in Official Records Book 1245, Page 2139, Public Records of St. Lucie County, Florida, being more particularly described as follows:

Being a strip of land 80.00 feet in width lying in Section 36, Township 37 South, Range 40 East, St. Lucie County, Florida. Said strip lying 40.00 feet each side of the following described centerline:

Commence at the Southeast corner of Section 36, Township 37 South, Range 40 East, St. Lucie County, Florida; thence South 88°35'30" West along the South line of said Section 36, a distance of 1763.46 feet to a point, said point being on the centerline of existing Gilson Road (being an 80.00 foot right of way) as described in Official Records Book 461, Page 2269, of the Public Records of St. Lucie County, Florida; thence North 17°30'20" West along said centerline a distance of 380.89 feet to the POINT OF BEGINNING of the herein described centerline; thence continue North 17°30'20" West along said centerline, a distance of 509.32 feet, to the beginning of a curve concave to the Southwest having a radius of 1000 feet; thence Northwesterly along the arc of said curve through a central angle of 07°35'57", a distance of 132.63 feet; thence North 25°06'17" West, a distance of 1359.03 feet to the beginning of a curve concave to the Northeast having a radius of 1000 feet; thence Northwesterly and Northerly along the arc of said curve through a central angle of 23°30'37", a distance of 410.33 feet to a point on the North line of the Southwest 1/4 of said Section 36 and the POINT OF TERMINATION of said centerline.

LESS AND EXCEPTING THEREFROM that portion of Gilson Road Right-of-Way as described in Official Records Book 1026, page 1542, of the Public Records of St. Lucie County, Florida.

TOGETHER WITH that portion of vacated and abandoned right of way known as Becker Road lying in the Southeast one quarter of Section 36, Township 37 South, Range 40 East and recorded in Official Records Book 1290, Page 365, Public Records of St. Lucie County, Florida, being more particularly described as follows:

A parcel of land lying in the Southeast one quarter of Section 36, Township 37 South, Range 40 East, St. Lucie County, Florida, said parcel being more particularly described as follows:

All that portion of Becker Road bounded on the East, by the West right of way line of old alignment of Gilson Road as described and recorded in Official Records Book 463, Page 450 and bound on the West by the East right of way line of new alignment of Gilson Road as described and recorded in Official Records Book 1026, Page 1542, of the Public Records of St. Lucie County, Florida.

LESS AND EXCEPTING THEREFROM that portion of Wide Waters, as recorded in Plat Book 17, Page 2, Public Records of St. Lucie County, Florida, as monumented and occupied.

ALSO LESS AND EXCEPTING THEREFROM that portion of Government Lot 3, lying west of Gilson Road as described in O.R. Book 1026, Page 1542, and south of Becker Road.

PARCEL 3:

Being a parcel of land lying in Government Lot 4, Section 36, Township 37 South, Range 40 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 36; thence run North 00°49'00" East, along the East line of said Section 36, a distance of 641.29 feet to the POINT OF BEGINNING; thence run South 89°15'25" West, a distance of 1320.66 feet, to the West line of Government Lot 4 of said Section 36; thence run North 00°47'39" East, along the West line of Government Lot 4, a distance of 1,956.57 feet, to the Northwest corner of said Government Lot 4; thence run North 89°05'04" East, along the North line of Government Lot 4, a distance of 680 feet, more or less, to the waters of the St. Lucie River; thence meander said waters Southeasterly along the natural mean high water line, 1,080 feet, more or less, to the point of intersection with the aforesaid East line of Section 36; thence run South 00°49'00" West, along said East line, a distance of 1,200.07 feet, more or less, to the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 4:

That part of the Southwest one-quarter of Section 36, Township 37 South, Range 40 East, St. Lucie County, Florida, lying East of Gilson Road.

MARTIN COUNTY

PARCEL 1:

The West one-half of the Northeast one-quarter of Section 1, Township 38 South, Range 40 East, lying North of the original channel of Bessey Creek, LESS road rights-of-way and rights-of-way for C-23 Canal. Said parcel being in Martin County, Florida.

PARCEL 2:

TOGETHER WITH that portion of C-23 right-of-way within Deed Book 52, Page 126, Martin County, Florida, Public Records, described as follows:

A parcel of land located in the Northeast one-quarter of Section 1, Township 38 South, Range 40 East, Martin County, Florida, and being more particularly described as follows:

Commence at Northeast corner of said Section 1, being a concrete monument; thence South 00°55'21" East along the East line of said Section 1 a distance of 711.51 feet to the North right-of-way line of the South Florida Water Management District's Canal C-23 as shown on that certain right-of-way map labeled: CANAL C-23, TOPO AND RIGHT OF WAY, DRAWING NUMBER C-23-10, SHEET 12 OF 12; thence Westerly along the North right-of-way as shown on said map the following courses and distances:

South 37°39'22" West a distance of 236.13 feet, to the beginning of a curve, concave Northwesterly, having a radius of 1550.00 feet and a central angle of 26°00'00"; thence Southwesterly along the arc of said curve, a distance of 703.37 feet to the curve's end; thence South 63°39'22" West a distance of 708.05 feet; thence South 63°39'22" West a distance of 425.13 feet, to the beginning of a curve, concave Northerly, having a radius of 676.30 feet and a central angle of 19°39'50"; thence Southwesterly along the arc of said curve, a distance of 232.11 feet to the curve's end, and the POINT OF BEGINNING of the herein described parcel; thence North 76°52'32" West a distance of 760.85 feet to the west line of the Northeast one-quarter of said Section 1;

thence South 00°20'12" West departing the right-of-way line mentioned above and along the West line of said Northeast one-quarter of said Section I a distance of 91.85 feet, more or less, to the Northerly mean high water line of the channel of said Canal C-23 (said canal at this location is tidal waters openly connected to the North Fork of the St. Lucie River); thence Easterly along the said Northerly mean high water line of said Canal C-23 the following courses and distances:

South 79°49'17" East a distance of 170.30 feet; thence South 75°02'54" East a distance of 100.00 feet; thence South 78°29'01" East a distance of 100.12 feet; thence South 75°02'54" East a distance of 100.00 feet; thence South 78°34'06" East a distance of 102.12 feet; thence South 87°44' 19" East a distance of 151.23 feet; thence North 82°17'08" East a distance of 124.70 feet; thence North 70°22'37" East a distance of 15.72 feet;

thence North 76°52'32" West along the southeasterly prolongation of the Northerly right-of-way line as shown on the above-referenced right-of-way map and the Northeasterly line of that parcel described in Deed Book 52, Page 126, Public Records of Martin County, Florida, a distance of 109.91 feet, to the POINT OF BEGINNING.

PARCEL 3:

The East one-half of the Northeast one-quarter of Section 1, Township 38 South, Range 40 East, lying North of the original channel of Bessey Creek, less road rights-of-way and rights-of way for C-23 Canal.

Said parcel being in Martin County, Florida.

PARCEL 4:

THAT PORTION of C-23 right-of-way lying East of and adjacent to that parcel described in Deed Book 52, Page 126, Martin County, Florida, Public Records, described as follows:

A parcel of land located in the Northeast one-quarter of Section 1, Township 38 South, Range 40 East, Martin County, Florida, and being more particularly described as follows:

Commence at Northeast corner of said Section 1, being a concrete monument; thence South 00°55'21" East along the East line of said Section 1 a distance of 711.51 feet to the North right-of-way line of the South Florida Water Management District's Canal C-23 as shown on that certain right-of-way map labeled: CANAL C-23, TOPO AND RIGHT OF WAY, DRAWING NUMBER C-23-10, SHEET 12 OF 12 and dated 06/01/59, last revised 10/17/72 and the POINT OF BEGINNING of the herein described parcel; thence continue South 00°55'21" East along said East line of Section I a distance of 93.48 feet to the Northerly mean high water line of the channel of said Canal C-23 (said canal at this location is tidal waters openly connected to the North Fork of the St. Lucie River); thence Westerly along the said Northerly mean high water line of said Canal C-23 the following courses and distances:

South 44°12'19" West a distance of 192.47 feet; thence South 38°11'42" West a distance of 116.77 feet; thence South 42°28'07" West a distance of 100.50 feet; thence South 47°36'22" West a distance of 100.00 feet; thence South 53°19'19" West a distance of 100.40 feet; thence South 51°11'47" West a distance of 126.67 feet; thence South 62°31'03" West a distance of 129.77 feet; thence South 64°04'36" West a distance of 500.00 feet; thence South 61°10'56" West a distance of 166.29 feet; thence South 67°03'09" West a distance of 87.23 feet; thence South 60°13'04" West a distance of 80.13 feet; thence South 72°13'38" West a distance of 225.23 feet; thence South 32°50'47" West a distance of 55.62 feet; thence South 67°27'48" West a distance of 99.50 feet; thence South 70°22'37" West a distance of 96.26 feet;

thence departing said Northerly mean high water line North 76°52'32" West along the Southeasterly prolongation of the Northerly right-of-way line as shown on the above-referenced right-of-way map and the Northeasterly line of that parcel described in Deed Book 52, Page 126, Public Records of Martin County, Florida, a distance of 109.91 feet, to the North right-of-way line of the South Florida Water Management District's Canal C-23 as shown on that certain right-of-way map labeled: CANAL C-23, TOPO AND RIGHT OF WAY, DRAWING NUMBER C-23-10, SHEET 12 OF 12 and dated 06/01/59, last revised 10/17/72, and to a point of intersection with a non-tangent curve, concave Northerly, having a radius of 676.30 feet and a central angle of 19°39'50"; thence Easterly along said Northerly right-of-way line the following courses and distances:

thence Easterly along the arc of said curve, a distance of 232.11 feet, said arc subtended by a chord which bears North 73°29' 19" East, a distance of 230.97 feet to the curve's end; thence North 63°39'22" East a distance of 425.13 feet; thence North 63°39'22" East a distance of 708.05 feet, to the beginning of a curve, concave Northwesterly, having a radius of 1550.00 feet and a central angle of 26°00'00"; thence Northeasterly along the arc of said curve, a distance of 703.37 feet to the curve's end; thence North 37°39'22" East a distance of 236.13 feet, to the POINT OF BEGINNING.

PARCEL 5 (River's End):

All of the Plat of Rivers End lying East of SW Murphy Road, as shown on the plat thereof recorded in Plat Book 12, Page 13, Public Records of Martin County, Florida, including the Stormwater Management Tract 3, the Native Vegetation Preservation Area, that portion of SW Rivers End Way, all drainage easements, maintenance easements, utility easements, and all other easements, roads and common areas lying East of SW Murphy Road, as shown on said Plat.

TOGETHER WITH A parcel of land lying in the Northwest one-quarter of Section 1, Township 38 South, Range 40 East, Martin County Florida, said parcel also being a portion of the South Florida Water Management District's Canal C-23 right-of-way lying Southerly of and adjacent to a portion of the plat of Rivers End, as recorded in Plat Book 12, Page 13, of the Public Records of Martin County, Florida, and being more particularly described as follows:

Commence at the intersection of the Easterly right-of-way line of SW Murphy Road (being an 80 feet wide right-of-way) and the Northerly right-of-way line of aforementioned Canal C-23; thence South 76°51'21" East along said Northerly right-of-way, said line also being the Southerly line of the plat entitled Rivers End, a distance of 66.00 feet to the POINT OF BEGINNING; thence continue South 76°51'21" East a distance of 304.59 feet to a point on the East line of the Northwest one-quarter of said Section 1; thence South 00°20'12" West along said line a distance of 89.58 feet more or less to the mean high water line of said Canal C-23; thence along said mean high water line by the following courses and distances:

North 73°21'24" West a distance of 21.22 feet; thence North 85°34'08" West a distance of 34.85 feet; thence North 79°23'58" West a distance of 58.29 feet; thence North 71°19'07" West a distance of 30.38 feet; thence North 79°42'44" West a distance of 45.14 feet; thence North 74°38'46" West a distance of 26.63 feet; thence North 80°03'18" West a distance of 32.33 feet; thence North 71°34'08" West a distance of 28.75 feet; thence North 82°38'22" West a distance of 28.42 feet;

thence North 76°50'46" West a distance of 20.01 feet to a point on a line 66.00 feet East of as measured at right angles to the Easterly right-of-way line of said SW Murphy Road; thence North 13°25'59" East along said line a distance of 94.50 feet more or less to the POINT OF BEGINNING.

LESS AND EXCEPT a parcel of land lying in Section 1, Township 38 South, Range 40 East, Martin County, Florida, said parcel being a portion of the South Florida Water Management District's Canal C-23 right-of-way and also a portion of the Plat of Rivers End, as recorded in Plat Book 12, Page 13 of the Public Records of Martin County, Florida, and being more particularly described as follows:

BEGINNING at the intersection of the Easterly right-of-way line of SW Murphy Road (being an 80 feet wide right-of-way) and the Northerly right-of-way line of aforementioned Canal C-23; thence North 13°25'59" East, along said Easterly right-of-way (said line also being the Westerly line of the plat entitled Rivers End), a distance of 308.60 feet; thence departing said Easterly right-of-way line, South 76°34'01" East, a distance of 111.08 feet; thence South 13°25'59" West, parallel with, as measured at right angles to said Easterly right-of-way line of SW Murphy Road, a distance of 400.00 feet, more or less, to the approximate Mean High Water line of the C-23 Canal; thence along the approximate Mean High Water line of said C-23 Canal, by the following courses and distances:

North 82°38'22" West, a distance of 25.21 feet; North 76°50'46" West, a distance of 20.01 feet;

Thence departing said approximate Mean High Water line of the C-23 Canal, North 13°25'59" East, a distance of 94.50 feet, more or less, to a point on the Northerly right-of-way line of said Canal C-23; thence North 76°51'21" West along said line, a distance of 66.00 feet to the POINT OF BEGINNING.

PARCEL 6- MARTIN COUNTY (RSN. #96-11.9)

TOGETHER WITH THE VACATED AND ABANDONED rights-of-way more particularly described as follows:

Parcel 1

Being a parcel of land lying in Section 1, Township 38 South, Range 40 East, Martin County, Florida, said parcel being a portion of the following described lands:

Right-of-way known as Pine Tree Lane and described in Official Records Book 74, Page 453 and Official Records Book 74, Page 459 of the Public Records of Martin County, Florida, to wit:

Road right-of-way description of the centerline of strip of land 80 feet in width:

Start at the Northeast corner of Section 1, Township 38 South, Range 40 East; thence run South 00°27'50" West, along the East line of said Section 1, a distance of 1356.84 feet to the centerline of the County Road; thence run North 89°27'53" West, along the County Road centerline, a distance of 2635.23 feet to the POINT OF BEGINNING; thence by curve to the right of radius 235.09 feet, run a distance of 161.35 feet through a central angle of 39°19'30"; thence run North 50°08'28" West a distance of 266.96 feet; thence by curve to the left of radius 2,081.88 feet, run a distance of 199.85 feet through a central angle of 5°30'; thence run North 55°38'23" West, a distance of 91.68 feet; thence by curve to the right of radius 432.72 feet, run a distance of 196.55 feet through a central angle of 26°01'30"; thence by curve to the left of radius 3,043.93 feet, run a distance of 168.68 feet through a central angle of 3°10'30"; thence run North 32°47'23" West a distance of 65.78 feet; thence by curve to the left of radius 474.96 feet, run a distance of 235.08 feet through a central angle of 28°21'30"; thence by curve to the right of radius 559.45 feet, run a distance of 218.56 feet through a central angle of 22°23'; thence by curve to the right of radius 472.25 feet, run a distance of 158.59 feet through a central angle of 19°14'28"; thence run North 19°31'25" West a distance of 77.23 feet; thence by curve to the right of radius 395.63 feet, run a distance of 202.18 feet through a central angle of 29°16'47"; thence by curve to the left of radius 2,198.30 feet, run a distance of 296.71 feet through a central angle of 7°44'; thence run North 2°01'22" East a distance of 118.52 feet; thence by curve to the right of radius 1,651.70 feet, run a distance of 398.06 feet through a central angle of 13°48'30"; thence run North 15°49'52" East a distance of 176.31 feet; thence by curve to the left of radius 1,659.68 feet, run a distance of 199.75 feet through a central angle of 6°53'45"; thence run North 8°56'07" East a distance of 240.24 feet; thence by curve to the right of radius 1,829.04 feet, run a distance of 219.73 feet through a central angle of 6°53'; thence run North 15°49'07" East a distance of 786.42 feet; thence by curve to the left of radius 4,702.47 feet, run a distance of 221.60 feet through a central angle of 2°42'; thence run North 13°05'07" East, on a line

perpendicular to the centerline of Central and South Florida Flood Control District Canal C-23, a distance of 1122.30 feet to the centerline of said Canal C-23 as constructed; thence continue to run. North 13°05'07" East, a distance of 629.06 feet; thence by curve to the right of radius 504.78 feet, run a distance of 464.25 feet through a central angle of 52°41'45"; thence run North 65°46'52" East a distance of 949.71 feet; thence by curve to the left of radius 179.92 feet, run a distance of 250.07 feet through a central angle of 79°38'15"; thence run North 13°51'23" West a distance of 270.45 feet to the North line of Martin County, Florida.

Parcel 2

Road established May 7, 1941, by County Commission of Martin County, Florida, as shown by Minutes in County Commission Minute Book 4, Page 126, Martin County, Florida, Public Records, and being more particularly described as follows:

A road sixty-six feet (66') wide of which thirty-three feet (33') will be in St. Lucie County and thirty-three feet (33') in Martin County, the centerline of which is hereinafter described, through and across the Northeast Quarter (NE 1/4) of Section 1, Township 38 South, Range 40 East, lying North of Bessey Creek, Martin County, Florida:

Commencing at the Southeast corner of Section 36, Township 37 South, Range 40 East, St. Lucie County, Florida; thence due West along the South section line of said Section 36 and the North line of Section 1, Township 38 South, Range 40 East, Martin County, Florida, a distance of 2,640 feet, said road to be sixty-six feet (66') wide, of which thirty-three feet (33') will be in St. Lucie County and thirty-three feet (33') in Martin County.

Parcel 3

Right-of-way known as Public County Road, and described in Minute Book 3, Page 486, of the Public Records of Martin County, Florida, to wit:

BEGINNING at a point on the North line of Section 1, Township 38 South, Range 40 East, said point being on the line between Martin and St. Lucie Counties, this POINT OF BEGINNING being 1729.1 feet West of the Northeast corner of said Section; thence South 10°45' East a distance of 1280.8 feet to a point; thence South 21°33' West a distance of 575 feet to a point in centerline of the North end of the Bessey Creek Bridge, the total distance being 1855.8 feet; said road to be not less than 66 feet wide.

LESS AND EXCEPTING FROM PARCELS 1, 2 AND 3:

Right-of-way for present alignment of Murphy Road as described in Official Records Book 713, Page 2781, Official Records Book 713, Page 2783 and Official Records Book 713, Page 2785 of the Public Records of Martin County, Florida, to wit:

All that part of the following described parcel lying within the Northeast one-quarter (NE 1/4) of Section 1, Township 38 South, Range 40 East, Martin County, Florida, which lies North of the C-23 Canal:

A parcel of land 80.00 feet in width lying 40.00 feet each side of the following described centerline:

Commencing at the Northeast corner of Section 1, Township 38 South, Range 40 East, Martin County, Florida, run thence South 88°13'46" West, along the North line of said Section 1, a distance of 1764.21 feet to the POINT OF BEGINNING of the herein described centerline; thence South 14°49'07" East, a distance of 73.13 feet to the beginning of a curve, concave Northwesterly having a radius of 400.00 feet and a central angle of 81°02'56"; thence Southerly and Southwesterly along the arc of said curve, a distance of 565.83 feet to the end of said curve; thence South 66°13'49" West, a distance of 699.35 feet

to the beginning of a curve, concave Southeasterly, having a radius of 600.00 feet and a central angle of 53°09'18"; thence Southwesterly and Southerly along the arc of said curve, a distance of 556.64 feet to the end of said curve; thence South 13°04'31" West, a distance of 383.00 feet to a point in the North right-of-way line of the C-23 Canal and the end of the herein described centerline.

PARCEL 7:

TOGETHER WITH a parcel of land in Government Lot 3, Section 31, Township 37 South, Range 41 East, and being described as follows:

Beginning at the Southwest corner of said Section 31; thence proceed North 00°28'05" East for a distance of 641.29 feet to a point; thence proceed North 85°48'08" East, for a distance of 91.31 feet to a point; thence proceed South 08°42'32" East, for a distance of 100 feet to a point; thence proceed North 81°17'28" East, for a distance of 230 feet, more or less, to the Westerly shoreline of the St. Lucie River; thence meander Southerly, the Westerly shoreline of the St. Lucie River, to the point of intersection with the South line of said Section 31; thence proceed South 88°15'18" West along the South line of said Section 31, for a distance of 460 feet, more or less, to the Southwest corner of Section 31 and the POINT OF BEGINNING, and being in Martin County, Florida.

PARCEL 8:

TOGETHER WITH a parcel of land lying in Government Lot 3, Section 31, Township 37 South, Range 41 East, Martin County, Florida, and being more particularly described as follows:

Start at the Southwest corner of Section 31, Township 37 South, Range 41 East; thence run North 00°49'00" East, along the West line of Section 31, a distance of 641.29 feet; thence run North 86°08'34" East, a distance of 91.28 feet to the POINT OF BEGINNING; thence run South 86°08'34" West, a distance of 91.28 feet; thence run North 00°49'00" East, along said Section line, a distance of 1200.07 feet, more or less, to the waters of the St. Lucie River; thence meander said waters Southerly, along the natural mean high water line, a distance of 1200 feet, more or less, to a point of intersection with line which bears North 81°39'00" East, from the point of beginning; thence run South 81°39'00" West, along said line, a distance of 252 feet, more or less, to the POINT OF BEGINNING.

PARCEL 9:

TOGETHER WITH a parcel located in Government Lot 3, Section 31, Township 37 South, Range 41 East, Martin County, Florida, and being more particularly described as follows:

Start at the Southwest corner of Section 31, Township 37 South, Range 41 East; thence run North 00°49' East along the West line of said Section 31, 641.29 feet to a point; thence run North 89°15'25" East a distance of 91.8 feet to a concrete monument for the POINT OF BEGINNING; thence run North 81°39' East a distance of 212.6 feet to a concrete monument; thence continue to run North 81°39' East a distance of 40 feet, more or less, to the shoreline of the St. Lucie River; thence meander said shoreline Southerly to the point of intersection with a line that is parallel to and 100 feet Southerly of (as measured on the perpendicular) the lastly described line; thence run South 81°39' West a distance of 252.72 feet to the point of intersection with a line that bears South 8°21' East from the point of beginning; thence run North 8°21' West a distance of 100 feet to the POINT OF BEGINNING.

PARCEL 10:

TOGETHER WITH Government Lot 7, Section 6, Township 38 South, Range 41 East, Martin County, Florida, together with any and all recorded and unrecorded easements appurtenant thereto. Including but not limited to the following described parcels:

Exhibit "A" continued

(Miller Parcel #1)

A portion of Government Lot 7, Section 6, Township 38 South, Range 41 East, Martin County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 6, bear South 01°15'12" East along the West line of said Section 6 a distance of 469.02 feet to the POINT OF BEGINNING; thence continue South 01°15'12" East a distance of 242.00 feet to the Northwesterly right-of way line of Canal C-23; thence North 37°19'19" East along the said canal right-of-way a distance of 309.55 feet; thence South 88°44'48" West a distance of 193.02 feet to the POINT OF BEGINNING.

(Miller Parcel #2)

TOGETHER WITH a parcel of land lying in Section 6, Township 38 South, Range 41 East, Martin County, Florida, said parcel being more particularly described as follows:

BEGIN at the Northwest corner of said Section 6; thence South 00°55'21" East along the West line of said Section 6, a distance of 140.00 feet; thence departing said line, North 89°04'39" East, a distance of 115.00 feet; thence South 47°53'48" East, a distance of 267.29 feet to a point on the Westerly right-of-way line of the South Florida Water Management District's Canal C-23; thence North 37°39'22" East along said Westerly right-of-way line, a distance of 295.00 feet more or less, to its intersection with the Mean High Water line of the North Fork of the St. Lucie River; thence meandering Northwesterly along said Mean High Water line, 95.0 feet more or less, to a point, said point being on the North line of said Section 6 and lying North 88°35'30" East from the Point of Beginning; thence South 88°35'30" West, along the North line of said Section 6 a distance of 470.00 feet, more or less, to the POINT OF BEGINNING.

(Miller Parcel #3)

Being a parcel of land lying in Section 6, Township 38 South, Range 41 East, Martin County, Florida, said parcel being more particularly described as follows.

COMMENCE at the Northwest corner of said Section 6; thence South 00°55'21" East along the West line of said Section 6, a distance of 140.00 feet to the POINT OF BEGINNING; thence continue South 00°55'21" East along the West line of said Section 6, a distance of 329.02 feet thence departing said West line, North 88°44'48" East a distance of 193.02 feet to a point on the Westerly Right-of-Way line of the South Florida Water Management District's Canal C-23; thence North 37°38'22" East, along said Westerly Right-of-Way line, a distance of 186.14 feet; thence departing said Westerly Right-of-Way line, North 47°53'48" West, a distance of 267.29 feet; thence South 89°04'39" West, a distance of 115.00 feet to the POINT OF BEGINNING.

EXHIBIT B [TO DEED]

PERMITTED EXCEPTIONS

EXHIBIT B

St. Lucie County

1. Interlocal Agreement for Intercounty Water and Wastewater Service between Martin County and St. Lucie County recorded January 25, 1994 in Official Record Book 881, Page 2063, affected by Assignment of Interlocal Agreements from St. Lucie County, Florida, Assignor, to the City of Port St. Lucie, Florida, Assignee, recorded September 30, 1994 in Official Record Book 922, Page 1234, Public Records of St. Lucie County, Florida.

2. Harbor Links Conservation Easement in favor of the Florida Game and Fresh Water Fish Commission for Gopher Tortoise Habitat Protection Areas recorded November 4, 1994 in Official Record Book 927, Page 2931, Public Records of St. Lucie County, Florida.

3. Harbor Links Conservation Easement in favor of the South Florida Water Management District recorded April 25, 1995 in Official Record Book 952, Page 934, Public Records of St. Lucie County, Florida.

4. Perpetual Access Easement Harbor Links Yacht & Country Club in favor of the South Florida Water Management District recorded April 25, 1995 in Official Record Book 952, Page 945, Public Records of St. Lucie County, Florida.

5. Easement in favor of BellSouth Telecommunications, Inc. recorded September 11, 1996 in Official Record Book 1034, Page 2808, Public Records of St. Lucie County, Florida.

6. Utility Easement Agreement Floridian Clubhouse Water Distribution System in favor of Martin County recorded October 20, 1998 in Official Record Book 1179, Page 210 together with Resolution No. 98-9.3 accepting Utility Easement in Official Record Book 1179, Page 209, Public Records of St. Lucie County, Florida.

7. Utility Easement Agreement Floridian in favor of Martin County recorded October 28, 1998 in Official Record Book 1179, Page 219, together with Resolution No. 98-9.5 accepting Utility Easement Agreement recorded in Official Record Book 1179, Page 218, Public Records of St. Lucie County, Florida.

8. Utility Easement Agreement Floridian (Floridian Drive and Marina Place) in favor of Martin County, Florida recorded November 10, 1998 in Official Record Book 1183, Page 1931, together with Resolution No. 98-9.4 accepting Utility Easement Agreement recorded in Official Record Book 1183, Page 1944, Public Records of St. Lucie County, Florida.

9. Utility Easement Agreement Floridian F/K/A Harbor Links Yacht & Country Club Maintenance Barn Water System in favor of Martin County recorded October 16, 1996 in Official Record Book 1329, Page 2383, Public Records of St. Lucie County, Florida.

10. Development Agreement by St. Lucie Land, Ltd., Stuart Property Holdings, Ltd. and the City of Port St. Lucie recorded August 31, 2004 in Official Record Book 2056, Page 810, affected by First Amendment recorded August 18, 2005 in Official Record Book 2337, Page 630 and Second Amendment recorded March 14, 2008 in Official Record Book 2949, Page 1492, Public Record of St. Lucie County, Florida.

11. Easement in favor of Florida Power & Light Company recorded January 25, 2007 in Official Record Book 2748, Page 655, Public Records of St. Lucie County, Florida.

12. Road Impact Fee Credit Agreement by St. Lucie County, Florida, Stuart Property Holdings, Ltd. VF I, LLC, and St. Lucie Land, Ltd. recorded August 9, 2007 in Official Record Book 2864, Page 66, Public Records of St. Lucie County, Florida.

13. City of Port St. Lucie Utility Systems Department Reuse Irrigation Quality Water Service Agreement/Permit recorded July 8, 2008 in Official Record Book 2992, Page 2129, affected by Amendment No. 1 recorded November 17, 2009 in Official Record Book 3145, Page 2212, Public Records of St. Lucie County, Florida.

14. Annexation Agreement between Stuart Property Holdings, Ltd., St. Lucie Land, Ltd. and the City of Port St. Lucie recorded March 14, 2008 in Official Record Book 2949, Page 1510, Public Records of St. Lucie County, Florida.

15. Revocable License Agreement between St. Lucie County and Stuart Property Holdings, Ltd., recorded May 27, 2009 in Official Record Book 3093, Page 274, Public Records of St. Lucie County, Florida.

16. The following matters shown on the Plat of HARBOUR RIDGE PLAT NO. 2 recorded in Plat Book 24, Page(s) 5, of the Public Records of St. Lucie County, Florida, (As to Parcel 2 lying West of the East line of plat only):

    a. an easement of 35 feet along the West property line(s) of Tract L-2 for utility purposes.
    b. dedication regarding drainage easements and private nature preservation areas contained in item 3 on said plat as affects Tract L-2 and Tract WP-5.

17. Restrictions contained in Exhibit "B" to Special Warranty Deed recorded in Official Records Book 958 Page 1621, Public Records of St. Lucie County, Florida. (As to Parcel 4 only)

18. South Florida Water Management District Notice of Environmental Resource Or Surface Water Management Permit recorded March 16, 2010 in Official Records Book 3178, Page 2560, Public records of St. Lucie County, Florida.

WPB 382,200,678v1\125593.010100

Martin County

1. Possible Easement in favor of Florida Power & Light Company referred to in Deed Book 93, Page 387, Public Records of Martin County, Florida.

2. Easement Deed in favor of Central and Southern Florida Flood Control District recorded in Official Records Book 58, Page 4, Public Records of Martin County, Florida. Affected by Deed recorded in Official Records Book 920, Page 1189, Public Records of Martin County, Florida. (As to Parcel 10 only)

3. Developers Agreement by and between Stuart Property Management, Inc. and Martin Downs Utilities, Inc. recorded February 11, 1993 in Official Record Book 997, Page 2477, affected by First Amendment recorded August 3, 1994 in Official Record Book 1083, Page 2549, Public Records of Martin County, Florida.

4. Resolution No. 93-10.23 regarding Master Development Plan Approval for Harbor Links Yacht and Country Club recorded August 26, 1994 in Official Record Book 1087, Page 419, Public records of Martin County, Florida.

5. Covenant Running With The Land Harbor Links Yacht and Country Club recorded August 26, 1994 in Official Record Book 1087, Page 424, Public Records of Martin County, Florida.

6. Resolution No. DRC-9-12.2 regarding development plan approval for Harbor Links Golf & Country Club, Phase 1 "Golf Course" recorded September 2, 1994 in Official Record Book 1088, Page 808, Public records of Martin County, Florida.

7. Harbor Links Conservation Easement in favor of the Florida Game and Fresh Water Fish Commission for Gopher Tortoise Habitat Protection Areas recorded October 12, 1994 in Official Record Book 1093, Page 1926, Public Records of Martin County, Florida.

8. Right of Way Occupancy Permit by and between South Florida Water Management District (formerly Central and Southern Florida Food Control District) and Stuart Properties Holdings, Ltd. as evidenced by Notice of Permit recorded July 27, 1995 in Official Records Book 1128, Page 2105, Public Records of Martin County, Florida.

9. Utility Easement Agreement Floridian in favor of Martin County recorded November 2, 1998 in Official Record Book 1346, Page 1929, together with Resolution No. 98-9.5 accepting Utility Easement Agreement recorded in Official Record Book 1346, Page 1939, Public Records of Martin County, Florida.

10. Harbor Links Conservation Easement in favor of the South Florida Water Management District recorded April 25, 1995 in Official Record Book 952, Page 934, Public Records of St. Lucie County, Florida.

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11. Easement in favor of Florida Power & Light Company recorded in Official Record Book 588, Page 2144, Public Records of Martin County, Florida. (As to Parcel 5 only)

12. Covenant Running with the Land dated September 7, 1989, between Citizens and Southern Trust Company of Florida, N.A., as Trustee for Delray Funeral Homes Ltd., a Florida limited partnership and Martin County, recorded in Official Records Book 831, Page 804, Public Records of Martin County, Florida. (As to Parcel 5 only)

13. Educational Impact Agreement and Lien, by and between the School Board of Martin County, Florida and Citizens and Southern Trust Company of Florida, N.A., as Trustee for Delray Funeral Homes, Ltd., a Florida limited partnership, recorded November 29, 1989 in Official Records Book 837, Page 3000, Public Records of Martin County, Florida. (As to Parcel 5 only)

14. Restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), covenants, easement(s), setback(s), if any, as may be shown on the Plat of RIVERS END recorded in Plat Book 12, Page(s) 13, of the Public Records of Martin County, Florida. (As to Parcel 5 only)

15. South Florida Water Management District Notice of Environmental Resource Or Surface Water Management Permit recorded March 8, 2010 in Official Records Book 2441, Page 1373, Public records of Martin County, Florida.

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Paul Schilling, Director
Martin County Growth Management Department
2410 SE Monterey Road
Stuart, FL 34996

RE: Notice of Sign Posting
Floridian PUD (Project No. F099-031 and F099-030)
PUD Amendment, Phase 3 Revised Final Site Plan /Phase 4 Plat Application

Dear Mr. Schilling:

This is to certify that the above-referenced sign was installed per Martin County requirements and complies with the standards of the notice provisions of Article 10, Section 10.6, Public Notice Requirements.

Morris A. Crady

STATE OF FLORIDA
COUNTY OF MARTIN

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [x] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 21 DAY OF June, 2021 BY MORRIS A. CRADY, WHO [x] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

SHANNON D. GARRETT
MY COMMISSION EXPIRES
MAY 18, 2024
#GG 949615
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA


SW Rivers End Way
NOTICE
PROPOSED DEVELOPMENT
FLORIDIAN GOLF CLUB PUD
DATE, TIME AND PLACE OF HEARING(S) AND
OTHER INFORMATION AVAILABLE FROM
MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT
CALL 772-288-5495
FILE NUMBER F099-031/030

Prepared By:
Martin County Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA
DEVELOPMENT ORDER

RESOLUTION NUMBER _____

[REGARDING DENIAL OF THE 5TH PUD AGREEMENT AND REVISED MASTER AND PHASING PLANS AND REVISED FINAL SITE PLAN FOR PHASE 3 OF THE FLORIDIAN GOLF CLUB PUD PROJECT]

WHEREAS, this Board has made the following determinations of fact:

1. Giles Kibbe, Floridian National Golf Club, LLC, submitted an application for a revised final site plan approval for Phase 3 of the Floridian Golf Club PUD project, located on lands legally described in Exhibit A, attached hereto.

2. Upon proper notice of hearing this Board held a public meeting on the application on July 13, 2021.

3. At the public hearing, all interested parties were given an opportunity to be heard.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT:

A. The request for the 5th amendment the Floridian PUD and revised master and phasing plans and revised final site plan approval for Phase 3 of the Floridian Golf Club PUD project is hereby denied, for the following XXXX.

B. This resolution shall be recorded in the public records of Martin County. A copy of this resolution shall be forwarded to the applicant(s) by the Growth Management Department subsequent to recording.

DULY PASSED AND ADOPTED THIS 13TH DAY OF JULY, 2021.

ATTEST:

BY:_____
CAROLYN TIMMANN
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: _____
STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY:_____
KRISTA A. STOREY
ACTING COUNTY ATTORNEY

ATTACHMENTS:
Exhibit A, Legal Description