BOARD OF COUNTY COMMISSIONERS

FINAL AGENDA
3/9/21 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
10:00 AM - Loxa-Lucie Presentation by The Guardians
5:05 PM - Public Comment

CALL TO ORDER

1. INVOCATION - Pastor Darrell Orman, First Baptist Church of Stuart
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 A CERTIFICATE OF APPRECIATION TO TERRY GARRETT FOR VOLUNTEERING AT THE MARTIN COUNTY AIRPORT OVER 6,000 HOURS**

The Chair will present the certificate to Terry Garrett who has volunteered over 6,000 hours in a 10-year span.

Agenda Item: 21-0447

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: 21-0341

Supplemental Memorandum (3 items)

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 February 1, 2021 and February 19, 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: 21-0212

CNST-3 BOARD OF COUNTY COMMISSION MINUTES TO BE APPROVED

The Board is asked to approve minutes from the February 4, 2021 joint meeting and the February 16, 2021 regular meeting.

Agenda Item: 21-0451

CNST-4 ADOPT PROCLAMATIONS TO BE PRESENTED AT THE MARCH 23, 2021 MEETING

The Board is asked to adopt the following proclamations: declaring Surveyors and Mappers Week, Vietnam War Veterans Day, and honoring Tony Taormina on this 100th birthday, in Martin County, Florida.

Agenda Item: 21-0391

CNST-5 AGREEMENT WITH THE STATE OF FLORIDA, DIVISION OF HISTORICAL RESOURCES FOR THE CERTIFIED LOCAL GOVERNMENT PROGRAM

The Board approved submittal of an application to the State's Certified Local Government (CLG) Program and letter of assurance on March 24, 2020. The State has approved the County's application, pending determination from the National Park Service. The County must sign an Agreement to participate in the CLG Program.

Agenda Item: 21-0364

INFORMATION TECHNOLOGY

CNST-6 PARTICIPATION IN MICTA PURCHASING COOPERATIVE AND APPROVAL OF VOTING REPRESENTATIVE

The Information Technology Services Department seeks to join the MiCTA purchasing cooperative. As a result of becoming a member Martin County will need to appoint a voting representative to the MiCTA.

Agenda Item: 21-0456

PUBLIC WORKS

CNST-7 ACCEPTANCE OF A 15' UTILITY EASEMENT FROM DEBORA E. RADTKE FOR WATER AND WASTEWATER SERVICES AND UTILITY RELATED EQUIPMENT ON THE NORTHERN PORTION OF LOT 3, MARGOLO ESTATES, PALM CITY

This is a request for the adoption of a Resolution accepting and approving a 15' Utility Easement from Debora E. Radtke for water and wastewater services and utility related equipment on the northern portion of Lot 3, Margolo Estates in Palm City.

Agenda Item: 21-0450

CNST-8 REQUEST THAT THE COUNTY GRANT A UTILITY EASEMENT TO FLORIDA POWER & LIGHT COMPANY (FPL) FOR ADDED ELECTRICAL SERVICE ON COUNTY OWNED PROPERTY FOR STUART JET CENTER AT WITHAM FIELD

FPL has requested approval of an easement for electrical service required by Stuart Jet Center for their west campus parcel at Witham Field.

Agenda Item: 21-0472

CNST-9 REQUEST APPROVAL OF INTERLOCAL AGREEMENT WITH TREASURE COAST REGIONAL PLANNING COUNCIL FOR PINEAPPLE PARK MASTER PLAN

Board approval is requested for the execution of an Interlocal Agreement between the Martin County Board of County Commissioners (BOCC) and the Treasure Coast Regional Planning Council (TCRPC) to assist the County in conducting the public engagement process and master site plan development assistance for the Pineapple Park master site plan. The Interlocal Agreement was inadvertently left off the February 16, 2021, BOCC Agenda.

Agenda Item: 21-0482

BOARD AND COMMITTEE APPOINTMENTS

B&C-1 CONSTRUCTION INDUSTRY LICENSING BOARD APPOINTMENTS

After solicitation of applicants, the Board is asked to make the necessary appointments to the Construction Industry Licensing Board.

Agenda Item: 21-0375

B&C-2 ANIMAL CARE AND CONTROL OVERSIGHT BOARD APPOINTMENT

After solicitation of applicants, the Board is asked to make the necessary appointment to the Animal Care and Control Oversight Board.

Agenda Item: 21-0376

PUBLIC HEARINGS

PH-1 **PUBLIC HEARING AND FINAL ASSESSMENT RESOLUTION FOR THE HIDEAWAY ISLES WATER MAIN MUNICIPAL SERVICE BENEFIT UNIT**

Board action is requested to adopt the final assessment resolution for the Hideaway Isles Water Main Municipal Service Benefit Unit to allow installation of water lines.

Agenda Item: 21-0311

Supplemental Memorandum (PowerPoint presentation)

PH-2 **COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS PROGRAM PRESENTATION**

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

Agenda Item: 21-0463

Supplemental Memorandum

PH-3 **PUBLIC HEARING ON PROPOSED TRICO SETTLEMENT FOR ALISON WATSON V. PAPA SIERRA, LLLP D/B/A PIRATES COVE RESORT & MARINA AND MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, MARTIN COUNTY CIRCUIT COURT CASE NO. 19-885-CA**

In accordance with the Procedure for TRICO settlements established by the Board of County Commissioners (Board), the public is provided an opportunity to comment on the proposed settlement. The case arose from a concrete pad/slab at the end of the County boardwalk at Pirates Cove Resort & Marina that plaintiff alleged had not been properly maintained by the Pirates Cove Resort & Marina or Martin County. The County is self-insured and TRICO (our insurance pool) assigned counsel to the matter. Settlement discussions occurred on this case between all parties. A proposed settlement is before the Board for public comment.

Agenda Item: 21-0476

PUBLIC HEARINGS QUASI-JUDICIAL

PHQJ-1 **TRADEWINDS OF HOBE SOUND REQUEST FOR MAJOR FINAL SITE PLAN APPROVAL (A046-009)**

Laurel Lane Holdings, LLC, requests major final site plan approval for the development of a 177 multi-family unit project on an undeveloped approximate 12.8-acre parcel located on the east side of SE Federal Highway approximately one mile south of SE Osprey Street in Hobe Sound. Included is a request for a Certificate of Public Facilities Reservation.

Agenda Item: 21-0454

Supplemental Memorandum

PHQJ-2 **MCARTHUR GOLF CLUB REZONING REQUEST (M189-007)**

This is a request by McArthur Golf Club, LLC, for a zoning district change from the A-1 , Small Farms District to the RS-5, Low Density Residential District or the most appropriate district. The subject property is approximately 49.4 acres and is located west of and adjacent to the existing McArthur Golf Club in Hobe Sound. Included with the application is a request for a Certificate of Public Facilities Exemption.

Agenda Item: 21-0440

DEPARTMENTAL QUASI-JUDICIAL

GROWTH MANAGEMENT

DPQJ-1 MCARTHUR GOLF CLUB REQUEST FOR REVISED FINAL SITE PLAN APPROVAL (M189-006)

McArthur Golf Club, LLC, requests approval of a revised major final site plan to add an 18-hole golf course to the existing McArthur Golf Club. The approximate 518-acre parcel is located west of the existing golf club and will add to the approximate 456 developed acres located west of and adjacent to US Highway One at the intersection of SE Osprey Street in Hobe Sound. Included is a Request for a Certificate of Public Facilities Reservation.

Agenda Item: 21-0446

Supplemental Memorandum

REQUESTS AND PRESENTATIONS

R&P-1 LOXA-LUCIE PRESENTATION BY THE GUARDIANS

The Loxa-Lucie Headwaters Initiative envisions a protected ecological corridor that will connect the sources of the Loxahatchee River and St. Lucie River and form a preserve for plant and wildlife, connecting a land mass of nearly 70,000 acres. This Initiative is a multi-year project beginning with acquisition of Phase 1 which is 138-acres and has been for sale for several years. By acquiring this land, one goal is to restore the hydrology of the area. The Initiative is sponsored by The Guardians of Martin County and the Treasured Lands Foundation who are working with The Conservation Fund.

Agenda Item: 21-0425

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: 21-0343

Supplemental Memorandum (12 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: 21-0345

Supplemental Memorandum (1 item)

DEPT-3 **CONFIRMATION OF CHAD MICHAEL CIANCIULLI AS MARTIN COUNTY'S FIRE RESCUE DEPARTMENT FIRE CHIEF**

Per Florida Statutes Section 125.74(k) "the employment of all department heads shall require confirmation by the Board of County Commissioners" (Board). Mr. Chad Michael Cianciulli is being recommended for the position of the County's Fire Rescue Department Director as the Fire Chief.

Agenda Item: 21-0487

PUBLIC - PLEASE LIMIT COMMENTS TO THREE MINUTES.

ADJOURN

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Agenda Item Summary

File ID: 21-0447 PROC-1 **Meeting Date:** 3/9/2021

PLACEMENT: Proclamations and Special Presentations

TITLE:

PRESENT A CERTIFICATE OF APPRECIATION TO TERRY GARRETT FOR VOLUNTEERING AT THE MARTIN COUNTY AIRPORT OVER 6,000 HOURS

EXECUTIVE SUMMARY:

The Chair will present the certificate to Terry Garrett who has volunteered over 6,000 hours in a 10-year span.

DEPARTMENT: Administration

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

REQUESTED BY: Laura Beaupre, Communications Manager

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Present a certificate **Commending Terry Garrett for Volunteering at the Martin County Airport over 6,000 hours**. He began volunteering his time and expertise at the Martin County Airport in 2011 and is retiring from his volunteer service because he is moving back to Texas.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

n/a

RECOMMENDED ACTION:

RECOMMENDATION

Present the certificate.

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:

Agenda Item Summary

File ID: 21-0341 CNST-1 **Meeting Date:** 3/9/2021

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: March 9, 2021
AGENDA ITEM: CNST-1

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners **DATE:** March 2, 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. **SAVANNAH ROAD/COY SENDA ROUNDABOUT (RFB2021-3290)** – The project consists of a revised roadway intersection at NE Savannah Road and NE Coy Senda including the construction of a new round-a-bout with the addition of a driveway to a new development. The project scope includes, but is not limited to roadway excavation, milling and resurfacing, asphalt paving, storm drainage, pavement markings, signage, utility adjustments, sidewalk, landscaping, irrigation and other incidental work as shown and specified in the Contract Documents.

   Project was publicly bid (bid tabulation attached).

   In accordance with Martin County's Local Vendor Preference Ordinance No. 861, a local vendor within 5% of a non-local vendor's bid is given the opportunity to match the low bid. In this case, Sunshine Land Design, Inc. (Stuart, FL) has agreed to match the apparent low bidder, Almazan Construction's (West Palm Beach, FL) bid in the amount of $932,413.91.

   Fiscal Impact: Project is in the adopted FY 2020 Capital Improvement Plan (CIP sheet attached) and is funded with Impact Fees and a private contribution. A CIP sheet revision is required to reflect additional contribution and Road MSTU revenues to fund the bid award.

   Recommended Action:

   1. Move that the Board award the contract to Sunshine Land Design, Inc. in the amount of $932,413.91 (Base Bid + Bid Alternate #1), and;
   2. Move that the Board approve the revised FY21 CIP Sheet, and;
   3. Move that the Board authorize the County Administrator or designee to execute any and all documents related to this request.

2. **PINEAPPLE PARK PLAYGROUND (RFB2021-3292)** – Provide and erect new open walled pre-engineered metal building for a new playground structure complete with site clearing, utilities, concrete sidewalk, slab and perimeter curb, and playground fall

protection tiles throughout and other incidental work as shown and specified in the Contract Documents.

Project was publicly bid (bid tabulation attached).

Fiscal Impact: Project is in the adopted FY 2020 Capital Improvement Plan (CIP sheet attached) and is funded with Parks MSTU, Impact Fees and a private donation. A CIP sheet revision is required to reflect additional impact fee revenues required to award the bid.

Note: During the initial bid submittal review a minor bid irregularity (rounding issues) with the apparent low bidder, Ahrens Companies' bid resulted in an increase of $13.11 to the originally submitted bid price for the Base Bid. The correct bid submittal total for Base Bid + Bid Alternate #1 is $609,817.11.

Recommended Action:

1. Move that the Board award the contract to Ahrens Enterprises Inc. (dba Ahrens Companies) in the amount of $609,817.11 (Base Bid + Bid Alternate #1), and;
2. Move that the Board approve the revised FY21 CIP Sheet, and;
3. Move that the Board authorize the County Administrator or designee to execute any and all documents related to this request.

3. ATHLETIC FIELD TOPDRESSING MATERIAL (RFB2021-3296) – Continuing services contract for the supply and delivery of Topdressing mixes, clay and other bulk athletic field materials. Deliveries will be made to various parks locations in Martin County.

Four (4) bids were received (bid tabulation 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 the Parks operating budget approved by the Board annually.

Recommended Action:

1. Move that the Board award the contract to the two lowest responsive and responsible bidders, Florida Superior Sand, Inc. and Sunshine Land Design, Inc., and;
2. Move that the Board authorize the County Administrator or designee to execute any and all documents related to this request.

BID TABULATION

RFB2021-3290

SAVANNAH ROAD/ COY SENDA ROUNDABOUT

DATE ADVERTISED: DECEMBER 10, 2020

BID DUE DATE: JANUARY 13, 2021 @ 2:30 PM

ALMAZAN CONSTRUCTION	Bid Amount	$822,435.91	Bid Amount + Alternative	$932,413.91
SUNSHINE LAND DESIGN	Bid Amount	$885,039.00	Bid Amount + Alternative	$955,875.86
H & J CONTRACTING	Bid Amount	$876,423.33	Bid Amount + Alternative	$961,883.23
CWR CONTRACTING	Bid Amount	$894,539.00	Bid Amount + Alternative	$965,313.00
RANGER CONSTRUCTION	Bid Amount	$1,054,476.81	Bid Amount + Alternative	$1,112,007.61

DEMANDSTAR STATISTICS:

NUMBER OF BIDDERS: **5**
NUMBER OF PLANHOLDERS: **44**
NUMBER OF SUPPLIERS NOTIFIED: **430**

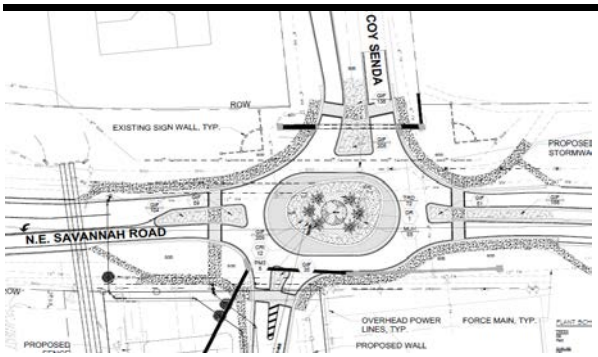
This is a preliminary summary of the bids as they were opened and announced at the bid opening. Bid prices have not been verified and are subject to change in the event mathematical errors are discovered during bid review. Other information contained in this summary is also subject to review.

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NE Savannah Road Roundabout

Category	Concurrency
CIP Rating Score	79
Project Number	TBD
Location	NE Savannah Road at NE Coy Senda
District	1
Project Limits	NE Savannah Road at NE Coy Senda
Related Projects	
Lead Dept/Division	Public Works/Capital Projects
Year Project Initiated	2020





DESCRIPTION

Construction of a four-way roundabout on NE Savannah Road at NE Coy Senda to accommodate a new access to property on the east side of NE Savannah Road. The construction includes landscape, hardscape and streetlights as well as accommodations for pedestrians and bicyclists.

BACKGROUND

In 2012 the Board of County Commissioners approved a Master Plan for The Savannah Apartments that gained access from NE savannah Road east of Jensen Park Estates and south of Tropical Acres Mobile Home Park. The propsed access does not align with NE Coy Senda on the west side of the road and does not meet the required separation necessary for the safe operation of an offest intersection with residential uses. The approved Master and Final Site Plan is being revised and renamed as The Reserve of Jensen Beach. As a condition of the approved Development Order, the County agrees to construct the roundabout using dedicated transportation impact fees and private contribution.

PROJECT ORIGINATION

Other

JUSTIFICATION

The Board of County Commissioner agrees to construct the roundabout being funded with developer funding as part of a Development Order.

				Funded					Unfunded
Expenditures	**Total**	**To Date**		**FY20**	**FY21**	**FY22**	**FY23**	**FY24**	**FY25-FY29**
Design	0								
Construction	740,000			740,000					
Expenditure Total	**740,000**	**0**	**0**	**740,000**	**0**	**0**	**0**	**0**	**0**

Revenues	**Total**	**To Date**	**Carryover**	**FY20**	**FY21**	**FY22**	**FY23**	**FY24**	**FY25-FY29**
Impact Fees	**526,367**			526,367					
Private Contribution	**213,633**			213,633					
	0								
Revenue Total	**740,000**	**0**	**0**	**740,000**	**0**	**0**	**0**	**0**	**0**
							Total Unfunded		**0**

OPERATING BUDGET IMPACT

Additional operation and maintenance costs associated with landscape, multimodal paths, and streetlights will be minimal.

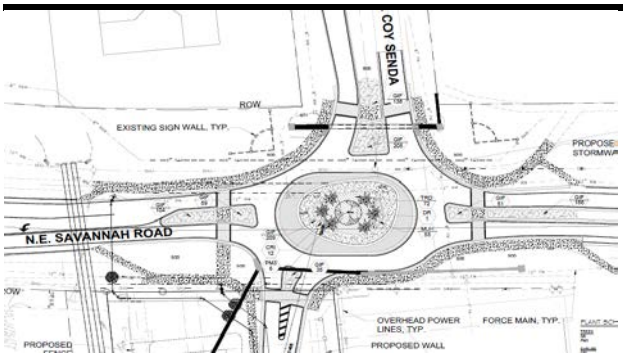
NE Savannah Road Roundabout *Revised 03/09/2021*

Category Concurrency
CIP Rating Score 79
Project Number TBD
Location NE Savannah Road at NE Coy Senda
District 1

Project Limits NE Savannah Road at NE Coy Senda

Related Projects
Lead Dept/Division Public Works/Capital Projects
Year Project Initiated 2020





DESCRIPTION

Construction of a four-way roundabout on NE Savannah Road at NE Coy Senda to accommodate a new access to property on the east side of NE Savannah Road. The construction includes landscape, hardscape and streetlights as well as accommodations for pedestrians and bicyclists.

BACKGROUND

In 2012 the Board of County Commissioners approved a Master Plan for The Savannah Apartments that gained access from NE Savannah Road east of Jensen Park Estates and south of Tropical Acres Mobile Home Park. The proposed access does not align with NE Coy Senda on the west side of the road and does not meet the required separation necessary for the safe operation of an offset intersection with residential uses. The approved Master Site Plan is being revised and renamed as The Reserves of Savannah. As a condition of the approved Development Order, the County agrees to construct the roundabout using dedicated transportation impact fees and private contribution.

PROJECT ORIGINATION

Other

JUSTIFICATION

The Board of County Commissioners agrees to construct the roundabout being funded with developer funding as part of a Development Order.

				Funded					Unfunded
Expenditures	**Total**	**To Date**		**FY21**	**FY22**	**FY23**	**FY24**	**FY25**	**FY26-FY30**
Design	0								
Construction	932,413			932,413					
Expenditure Total	**932,413**	**0**	**0**	**932,413**	**0**	**0**	**0**	**0**	**0**

Revenues	**Total**	**To Date**	**Carryover**	**FY21**	**FY22**	**FY23**	**FY24**	**FY25**	**FY26-FY30**
Impact Fees	**526,367**		526,367						
Road MSTU	**71,413**			71,413					
Private Contribution	**334,633**		213,633	121,000					
Revenue Total	**932,413**	**0**	**740,000**	**192,413**	**0**	**0**	**0**	**0**	**0**

Total Unfunded **0**

OPERATING BUDGET IMPACT

Additional operation and maintenance costs associated with landscape, multimodal paths, and streetlights will be minimal.

BID TABULATION

RFB2021-3292
PINEAPPLE PARK PLAYGROUND
DATE ADVERTISED: DECEMBER 21, 2020
BID DUE DATE: JANUARY 27, 2021 @ 2:30 PM

AHRENS COMPANIES	Base Bid Amount	$ 511,896.00	Base Bid + Alternate	$ 609,804.00
HENNIS CONSTRUCTION	Base Bid Amount	$ 489,845.00	Base Bid + Alternate	$ 646,845.00
NATIVE AMERICAN CONSTRUCTION	Base Bid Amount	$ 537,943.13	Base Bid + Alternate	$ 666,094.13
KIRCHMAN CONSTRUCTION CO.	Base Bid Amount	$ 555,700.00	Base Bid + Alternate	$ 764,408.00
WEST CONSTRUCTION INC.	Base Bid Amount	$ 648,099.19	Base Bid + Alternate	$ 780,899.17
ALL-SITE CONSTRUCTION	Base Bid Amount	$ 695,966.81	Base Bid + Alternate	$ 854,636.81

DEMANDSTAR STATISTICS:

NUMBER OF BIDDERS: **6**
NUMBER OF PLANHOLDERS: **46**
NUMBER OF SUPPLIERS NOTIFIED: **551**

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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Pineapple Park Playground Amended 12/3/19

Category	Concurrency
CIP Rating Score	45
Project Number	2174A
Location	Pineapple Park
District	1
Project Limits	Pineapple Park, playground, structure
Related Projects	N/A
Lead Dept/Division	Parks and Recreation





DESCRIPTION

Pineapple Park has an open area centered within the park that is an ideal spot for a playground. This CIP would allow for the installation of a new multi age appropriate playground and a permanent roof structure over it that would provide protection from the sun and rain. Unlike shade cloth type covers, this type of structure would not require removal in the event we are approached by a hurricane. Additionally it would include lighting so the playground could be safely used after the sun goes down. It would also include air circulation fans, a water fountain, benches and picnic tables.

BACKGROUND

Pineapple Park is a heavily used athletic park frequented by families with various aged children. Many of Martin County's other athletic parks have playgrounds in them to allow for a more complete experience for families with multiple children. The addition of a full service playground to this park will be a welcomed addition to this area as the nearest playground the County has is at Jensen Beach Elementary School. Additionally a local family who has ties to the park and wishes to have a playground at this site intends to donate $400,000 toward this project.

PROJECT ORIGINATION Infrastructure Needs

JUSTIFICATION

This project is in line with Goal 1 – Maintain and Improve Facilities, Objective 1.1 - Maintain and improve existing facilities, Objective 1.3 - Develop additional recreation opportunities, Objective 1.7 - Continue to improve ADA accessibility at all facilities, Objective 1.8 - Upgrade convenience and customer service amenities to existing facilities, Goal 3 - Continue to Improve Program and Service Delivery, Objective 3.1 - Explore opportunities to increase recreational opportunities based on demand and trend.

				Funded					Unfunded
Expenditures	**Total**	**To Date**		**FY20**	**FY21**	**FY22**	**FY23**	**FY24**	**FY25-FY29**
Playground, other amenities	$300,000			$300,000					
Overhead structure	$250,000			$250,000					
Expenditure Total	**$550,000**	**$0**		**$550,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Revenues	**Total**	**To Date**	**Carryover**	**FY20**	**FY21**	**FY22**	**FY23**	**FY24**	**FY25-FY29**
Parks MSTU	$150,000			$150,000					
Donation	$400,000			$400,000					
Revenue Total	**$550,000**	**$0**	**$0**	**$550,000**	**$0**	**$0**	**$0**	**$0**	**$0**

Total Unfunded $0

OPERATING BUDGET IMPACT

Once this amenity is built, it is expected that the annually costs to maintain can be absorbed by the Parks and Recreation operating budget.

Pineapple Park Playground Revised 03/09/21

Category	Concurrency
CIP Rating Score	45
Project Number	2174A
Location	Pineapple Park
District	1
Project Limits	Pineapple Park, playground, structure
Related Projects	N/A
Lead Dept/Division	Parks and Recreation





DESCRIPTION

Pineapple Park has an open area centered within the park that is an ideal spot for a playground. This CIP would allow for the installation of a new multi age appropriate playground and a permanent roof structure over it that would provide protection from the sun and rain. Unlike shade cloth type covers, this type of structure would not require removal in the event we are approached by a hurricane. Additionally it would include lighting so the playground could be safely used after the sun goes down. It would also include air circulation fans, a water fountain, benches and picnic tables.

BACKGROUND

Pineapple Park is a heavily used athletic park frequented by families with various aged children. Many of Martin County's other athletic parks have playgrounds in them to allow for a more complete experience for families with multiple children. The addition of a full service playground to this park will be a welcomed addition to this area as the nearest playground the County has is at Jensen Beach Elementary School. Additionally a local family who has ties to the park and wishes to have a playground at this site intends to donate $400,000 toward this project.

PROJECT ORIGINATION Infrastructure Needs

JUSTIFICATION

This project is in line with Goal 1 – Maintain and Improve Facilities, Objective 1.1 - Maintain and improve existing facilities, Objective 1.3 - Develop additional recreation opportunities, Objective 1.7 - Continue to improve ADA accessibility at all facilities, Objective 1.8 - Upgrade convenience and customer service amenities to existing facilities, Goal 3 - Continue to Improve Program and Service Delivery, Objective 3.1 - Explore opportunities to increase recreational opportunities based on demand and trend.

				Funded					Unfunded
Expenditures	**Total**	**To Date**		**FY21**	**FY22**	**FY23**	**FY24**	**FY25**	**FY26-FY30**
Design/Inspection/Testing	$31,275	$31,275							
Construction	$619,175			$619,175					
Expenditure Total	**$650,450**	**$31,275**		**$619,175**	**$0**	**$0**	**$0**	**$0**	**$0**
Revenues	**Total**	**To Date**	**Carryover**	**FY21**	**FY22**	**FY23**	**FY24**	**FY25**	**FY26-FY30**
Parks MSTU	$141,885	$31,725	$110,160						
Impact Fees	$100,000		$100,000						
Donation	$408,565		$408,565						
Revenue Total	**$650,450**	**$31,725**	**$618,725**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Total Unfunded $0

OPERATING BUDGET IMPACT

Once this amenity is built, it is expected that the annually costs to maintain can be absorbed by the Parks and Recreation operating budget.

BID TABULATION

RFB2021-3296

ATHLETIC FIELD TOPDRESSING MATERIAL

DATE ADVERTISED: JANUARY 13, 2021

BID DUE DATE: FEBRUARY 3, 2021 @ 2:30 PM

AUSTIN TUPLER TRUCKING, INC.	Bid Amount	$31,069.05
FLORIDA SUPERIOR SAND, INC.	Bid Amount	$59,624.60
SUNSHINE LAND DESIGN INC.	Bid Amount	$86,076.00
WHOLESALE MULCH	Bid Amount	$2,166,000.00

DEMANDSTAR STATISTICS:

NUMBER OF BIDDERS: **4**

NUMBER OF PLANHOLDERS: **8**

NUMBER OF SUPPLIERS NOTIFIED: **165**

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: 21-0212 CNST-2 **Meeting Date:** 3/9/2021

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 February 1, 2021 and February 19, 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 February 1, 2021 through February 19, 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

February 24, 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 February 1, 2021 – February 19, 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 February 1, 2021 and February 19, 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/public_records or by emailing admin-pr@martinclerk.com or calling 772-288-5576.

Martin County
Board Disbursements

February 1, 2021 thru February 19, 2021

Disbursement Type	Check Range		Total
ACH / WIRES	!0006907-!0006935; !0006937-!0006967; !0006981-!0007013; G1100113-G1100132	$	3,636,092.84
Check Disbursements	B1104114-B1104333; B1104360-B1104530; B1104562-B1104761; B1104794-B1104795	$	6,905,907.32
Utility Refund Checks	B1104334-B1104359; B1104531-B1104561; B1104762-B1104793	$	11,152.72
P-Card	F1100074; F1100079; F1100083	$	83,817.90
E-Payable	E1100188-E1100223	$	1,644,397.01
Wires	*see below	$	1,044,183.87
Payroll Checks	6000495-6000543	$	45,143.92
Payroll Direct Deposits	900504101-900506182	$	3,535,611.22
	Total Disbursements		$16,906,306.80
* Wire Detail:	Blue Cross Blue Shield		$1,044,183.87

Kaleana Williams 2/24/2021

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

Carolyn Timmann
Digitally signed by Carolyn Timmann
DN: cn=Carolyn Timmann, o=Martin County Clerk & Comptroller, ou, email=ctimmann@martinclerk.com, c=US
Date: 2021.02.25 08:40:05 -05'00'

Carolyn Timmann — Date
Clerk of the Circuit Court & Comptroller

Chair of the Board of County Commissioners — Date

Agenda Item Summary

File ID: 21-0451 CNST-3 **Meeting Date:** 3/9/2021

PLACEMENT: Consent

TITLE:

BOARD OF COUNTY COMMISSION MINUTES TO BE APPROVED

EXECUTIVE SUMMARY:

The Board is asked to approve minutes from the February 4, 2021 joint meeting and the February 16, 2021 regular meeting.

DEPARTMENT: Administration

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

REQUESTED BY: Mary K. Vettel, Deputy 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
2/4/2021 9:00 AM

MINUTES
JOHN F. & RITA M. ARMSTRONG WING OF THE 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 City of Stuart, School Board & Village of Indiantown

CALL TO ORDER

The following elected officials were in attendance:

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

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

Guyton Stone, Council Member
Susan Gibbs Thomas, Council Member

SCHOOL BOARD
Marsha Powers, Chair
Christia Li Roberts, Board Member
Victoria Defenthaler, Board Member

WORKSHOP

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

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

Agenda Item: 21-0397

County and City Capital Improvement Programs

County Capital Projects Manager George Dzama and Project Engineer Chris Goetzfried presented the County's update. The presentation included: Neighborhood Restoration Construction, Neighborhood Restoration Design projects, Resurfacing & Roadway Construction, Resurfacing/Roadway/Sidewalk Design, Bridge projects, CRA Construction projects, and County/City projects.

Stuart Utilities & Engineering Director Tim Voelker presented the City's update. The presentation included: Transportation projects, Utility projects, and Stormwater projects.

Village of Indiantown Update - Development Activity and Capital Improvement Projects

Community & Economic Development Director Althea Jefferson presented the update on the following [private] projects: Casa Bella, Park View Villas, Indiantown Biomedical, Green Carbon Solutions, Tractor Supply Co., Carter Park, and Sandy Oaks.

Public Works Director William Archebelle presented the update on the following [public] projects: Booker Park Drainage/Roadway improvements, Seminole Drive Roadway/Drainage improvements, Water and Sewer Treatment System improvements, Uptown Drainage/Roadway improvement project, and Citrus Boulevard Water & Sewer Extension.

BCC Commissioner Doug Smith requested a broad discussion (at the next joint meeting) on school siting, including the Indiantown DRI and the Newfield development.

Growth and Development Trends

County Principal Planner Samantha Lovelady provided the presentation on project approvals, Comprehensive Plan Amendments, building permits, certificates of occupancy, population projections, and assisted living facilities.

City Development Director Kevin Freeman provided the presentation on residential development pipeline, estimated economic impact [residential], and commercial development 2020 & pipeline.

School District Enrollment Count and Population Projections

School District Capital Projects Planning Specialist Kimberly Everman provided the presentation on Fall Enrollment [by grade and by school]. Deputy Superintendent of Schools Ginger Featherstone assisted with Board questions.

Stuart Mayor Eula Clarke inquired about the enrollment decreases and requested an update (at the next joint meeting) on where the students were going.

BCC/School Board Interlocal Agreement on Facilities

Superintendent of Schools Dr. John D. Millay provided the presentation to the Boards.

Martin County Schools Dashboard Update

Chief Academic Officer Dr. Tracey Miller and Director of Assessment & Accountability Nicole Fisher presented the update to the Boards.

School District Legislative Priorities

School Board Chair Marsha Powers presented the 2021 Legislative Priorities to the Boards.

Additional Comments

Stuart Mayor Eula Clarke spoke about Black History Month and inquired about School District programs for teaching African American history to all students. Chief Academic Officer Dr. Tracey Miller spoke about the district's partnership with Palm Beach County and the opportunities for access to their programs for African studies, Holocaust studies, training, and materials. Mayor Clarke also asked the School District to add the New Monrovia One-Room Schoolhouse video to their website.

ADJOURN

The BCC/City of Stuart/Village of Indiantown/School Board Joint Meeting adjourned at 11:03 a.m.

_____
Carolyn Timmann, Clerk of the
Circuit Court and Comptroller
/mkv

_____
Stacey Hetherington, Chair
Board of County Commissioners

Minutes approved:

_____

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BOARD OF COUNTY COMMISSIONERS

DRAFT
2/16/2021 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: 4 - Chair Stacey Hetherington
Vice Chairman Doug Smith
Commissioner Sarah Heard
Commissioner Edward V. Ciampi

Absent: 1 - Commissioner Harold E. Jenkins II

1. INVOCATION - Pastor Dave Albers, Redeemer Lutheran Church
2. PLEDGE OF ALLEGIANCE
3. ADDITIONAL ITEMS
4. APPROVAL OF AGENDA

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Ciampi, for approval of the agenda with the item, CNST-10, to be withdrawn, and the additional two items [CNST-14 and CNST-15]. The motion carried by the following vote:

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

Absent: 1 - Commissioner Jenkins II

PROCLAMATIONS AND SPECIAL PRESENTATIONS

PROC-1 PRESENT A PROCLAMATION PREVIOUSLY APPROVED VIA THE CONSENT AGENDA

The Chair will present the proclamation declaring Future Farmers of America Week.

Agenda Item: 21-0326

Communications Manager Laura Beaupre introduced the proclamation. Martin County FFA Alumni & Supporters President David Hafner accepted the proclamation and addressed the Board.

COMMENTS

1. PUBLIC - PLEASE LIMIT COMMENTS TO THREE MINUTES.

Dawn Jackson (Palm City Apartments) addressed the Board regarding connecting the apartments to the public water system.

Colby Besaw regarding his home in the Hobe Heights neighborhood and asked the Board for assistance in protecting his neighborhood from future flooding.

Amy Pritchett spoke to the Board about reducing the speed limit in Rocky Point. She also warned against giving up local control to regional planning.

A Palm City resident (via ZOOM) spoke about an upcoming committee meeting to address the flooding in Palm City Farms.

2. COMMISSIONERS

AM

Commissioner Heard provided a presentation on the progress of the EAA Reservoir and Allapattah projects.

Commissioner Hetherington announced the new Connect Martin cell phone app. She also urged everyone to attend the Martin County Fair.

PM

Commissioner Hetherington asked staff to reach out to a public commenter regarding the upcoming agenda item on traffic calming.

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: 21-0182

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

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 January 16, 2021 and January 31, 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: 21-0211

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

CNST-3 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: 21-0192

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

CNST-4 BOARD OF COUNTY COMMISSION MINUTES TO BE APPROVED

The Board is asked to approve minutes from the February 2, 2021 regular meeting.

Agenda Item: 21-0430

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

CNST-5 AGRICULTURE AND NATURAL RESOURCES ADVISORY COMMITTEE APPOINTMENTS

The Board is asked to confirm appointments to the Agriculture and Natural Resources Advisory Committee.

Agenda Item: 21-0294

RESOLUTION NO. 21-2.11

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

CNST-6 EMERGENCY MEDICAL SERVICES ADVISORY COUNCIL APPOINTMENTS

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

Agenda Item: 21-0043

RESOLUTION NO. 21-2.12

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

CNST-7 HEALTH FACILITIES AUTHORITY APPOINTMENT

After solicitation of applicants, the Board is asked to make the necessary appointment to the Health Facilities Authority.

Agenda Item: 21-0297

RESOLUTION NO. 21-2.13

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

CNST-8 NEIGHBORHOOD ADVISORY COMMITTEE (NAC) APPOINTMENTS

After solicitation of applicants, the Board is asked to make the necessary appointments to the Hobe Sound, Jensen Beach, and Port Salerno Neighborhood Advisory Committees.

Agenda Item: 21-0296

RESOLUTION NO. 21-2.14

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

GROWTH MANAGEMENT

CNST-9 REQUEST TO INITIATE A COMPREHENSIVE GROWTH MANAGEMENT PLAN TEXT AMENDMENT

In December 2017, the Board of County Commissioners initiated a text amendment to the Comprehensive Growth Management Plan (Plan) to encourage in-fill development and redevelopment in the Community Redevelopment Areas (CRAs). Consequently, Chapter 18, Community Redevelopment was adopted. The amendment of the Future Land Use Map and the Land Development Regulations for all CRAs followed. Now, Chapter 18 and other Chapters of the Plan should be amended to remove references to superseded policies and to ensure consistency within the Plan and between the Plan and the Land Development Regulations.

Agenda Item: 21-0410

RESOLUTION NO. 21-2.15

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

PARKS AND RECREATION

CNST-10 ATHLETIC FIELD USE POLICY

The Board is requested to consider adoption of an Athletic Field Use Policy (“Policy”), which will be used to provide direction to Martin County employees and the public on approved uses of County athletic fields.

Agenda Item: 21-0367

This item was withdrawn from the agenda.

PUBLIC WORKS

CNST-11 APPROVAL OF A FIRST AMENDMENT TO UTILITY ASSET MANAGEMENT AGREEMENT BETWEEN MARTIN COUNTY AND MILES GRANT COUNTRY CLUB, INC.

This is a request for approval of a First Amendment to Utility Asset Management Agreement (Agreement) between Martin County and Miles Grant Country Club, Inc. (Miles Grant) to extend the Agreement an additional 12 months for the continued use and management of certain utility assets owned by Martin County.

Agenda Item: 21-0346

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

CNST-12 REQUEST APPROVAL OF INTERLOCAL AGREEMENT WITH TREASURE COAST REGIONAL PLANNING COUNCIL FOR PINEAPPLE PARK MASTER PLAN

Board approval is requested for the execution of an Interlocal Agreement between the Martin County Board of County Commissioners (BOCC) and the Treasure Coast Regional Planning Council (TCRPC) to assist the County in conducting the public engagement process and master site plan development assistance for the Pineapple Park master site plan.

Agenda Item: 21-0368

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

CNST-13 CONSIDERATION OF AN INTERLOCAL AGREEMENT WITH FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION REGARDING JUPITER-INDIANTOWN GRADE

Consideration of an Interlocal Agreement between Florida Fish and Wildlife Conservation Commission (FFWCC) and Martin County to formalize the assignment of responsibilities for the Jupiter-Indiantown Grade within the John C. and Mariana Jones/Hungryland Wildlife and Environmental Area (Hungryland WEA).

Agenda Item: 21-0370

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

CNST-14 RELEASE OF MINERAL RIGHTS ON PROPERTY FORMERLY OWNED BY MARTIN COUNTY

This is a request for Board consideration of a Release of Mineral Rights on property that was transferred from Martin County to Allapattah Properties Partnership, a Florida general partnership (Allapattah), in 2003.

Agenda Item: 21-0431

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

ADMINISTRATION

CNST-15 ADOPT A PROCLAMATION DECLARING 211 AWARENESS MONTH IN MARTIN COUNTY, FLORIDA

The Board is asked to adopt a proclamation declaring 211 Awareness Month that will be mailed to the recipient.

Agenda Item: 21-0448

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

BOARD AND COMMITTEE APPOINTMENTS

B&C-1 HISTORIC PRESERVATION BOARD APPOINTMENTS

After solicitation of applicants, the Board is asked to make the necessary appointments to the Historic Preservation Board.

Agenda Item: 21-0295

RESOLUTION NO. 21-2.16

Administration Executive Aide Donna Gordon presented the item to the Board.

MOTION: A motion was made by Commissioner Ciampi, seconded by Commissioner Heard, to reappoint Evan Anderson (general contractor) and Linda Geary (at-large). The motion carried by the following vote:

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

Absent: 1 - Commissioner Jenkins II

PUBLIC HEARING

PH-1 FUND BALANCE ADJUSTMENTS THAT ARE NECESSARY FOR FISCAL YEAR 2021

Each year staff reviews fund balance, monies which are not expended at the end of each fiscal year and amends the budget accordingly. These adjustments are for projects which were planned and approved in Fiscal Year 2020 but not completed prior to September 30, 2020. Funds that are remaining that are not for a specific project in Fiscal Year 2021 will be placed in reserves.

Agenda Item: 21-0395

RESOLUTION NOs. 21-2.17 through 21-2.41

County Administrator Taryn Kryzda and OMB Director Jennifer Manning presented the item to the Board.

Chair Hetherington solicited public comment; none was heard.

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Heard, to adopt the various budget resolutions to amend the various taxing authorities and non-taxing authority funds to allocate available monies from the adopted fund balance and other revenue sources for the FY21 budget. The motion carried by the following vote:

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

Absent: 1 - Commissioner Jenkins II

REQUEST & PRESENTATION

R&P-1 **UPDATE ON MARINE WATER QUALITY AND CORAL REEF CONDITIONS**

Update by Coastal Management staff and the Florida Department of Environmental Protection (FDEP) on marine water quality monitoring efforts and coral reef condition.

Agenda Item: 21-0237

Coastal Engineer Kathy Fitzpatrick, Jamie Monty (FDEP Office of Resilience & Coastal Protection SE Regional Administrator), Dr. Joshua Voss (NOAA Cooperative Institute for Ocean Exploration, Research, and Technology Executive Director -and- FAU/Harbor Branch Oceanographic Institute Associate Research Professor), John Ramsey (Applied Coastal Research & Engineering Principal Coastal Engineer), and Dr. Edie Witter (ORCA CEO and Senior Scientist) provided the presentation to the Board.

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: 21-0189

RESOLUTION NOs. 21-2.42 through 21-2.49

OMB Director Jennifer Manning presented the following items to the Board: (1) Avalon Drive Sidewalk Project, (2) Radiological Emergency Preparedness agreement, (3) Bridge Road Resurfacing Project LAP grant, (4) MARTY grant agreement, (5) COVID-19 vaccine distribution, (6) Senior Resource Association contract amendment, (7) change FTA authorizing official to PWD Director Jim Gorton.

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Heard, for approval of the item. The motion carried by the following vote:

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

Absent: 1 - Commissioner Jenkins II

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: 21-0186

Purchasing Manager Krysti Brotherton and Public Works Director Jim Gorton presented the following item to the Board: Murphy Road Bridge Replacement contract.

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Ciampi, for approval of the item. The motion carried by the following vote:

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

Absent: 1 - Commissioner Jenkins II

DEPT-3 LIVESTOCK RESCUE REQUEST FOR PROPOSAL

On September 2, 2020 Martin County issued a Request For Proposals (RFP) for rescue, rehabilitation and adoption services for Livestock.

Agenda Item: 21-0418

Assistant County Administrator George Stokus and Purchasing Manager Krysti Brotherton presented the item to the Board.

APPLICANT: Equine Rescue and Adoption Foundation [ERAF] President Denise LeClair Robbins addressed the Board regarding their organization and the RFP.

MOTION: A motion was made by Commissioner Ciampi to direct staff to negotiate with the ERAF to provide livestock rescue services as outlined in RFP 2020-3251 for Martin County livestock, pursuant to Board direction and return to the Board with an agenda item for consideration of a contract and a budget resolution for funding. The motion FAILED for lack of a second.

DEPT-4 CORONAVIRUS (AKA COVID-19) UPDATE

At their February 2, 2021 meeting, the Board of County Commissioners requested staff to ask the Health Department to give a presentation regarding vaccinations for the COVID-19 outbreak.

Agenda Item: 21-0421

Florida Department of Health Martin County Health Officer Carol Ann Vitani provided the update to the Board.

DEPARTMENTAL QUASI-JUDICIAL

GROWTH MANAGEMENT

DPQJ-1 REQUEST FOR PLAT APPROVAL FOR PENTALAGO PHASE 1 (P147-011)

Tight-Line Lakes, LLC requests plat approval for Phase 1 of the Pentalago project. The approximate 132-acre phase of the 212-acre project includes 26 five-acre lots and is located on the north side of Interstate I-95 and east of SW Citrus Boulevard in Palm City. Pentalago received revised master and Phase 1 final site plan approval on August 14, 2018. Included is a request for a Certificate of Public Facilities Exemption.

Agenda Item: 21-0369

Ex parte communications disclosures were made by Commissioners Smith, Hetherington, Heard, and Ciampi. There were no interveners. There were no notices required. The participants were sworn in by the deputy clerk.

COUNTY: Principal Planner Peter Walden provided the staff's presentation to the Board.

The following County Exhibits were entered into the record: (1) agenda item/staff report, (2) Peter Walden resume.

Chair Hetherington solicited public comment; none was heard.

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

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

Absent: 1 - Commissioner Jenkins II

PUBLIC - PLEASE LIMIT COMMENTS TO THREE MINUTES.

None at this time.

ADJOURN

The Board of County Commissioners meeting of February 16, 2021 adjourned at 11:49 a.m.

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

Stacey Hetherington, Chair
Board of County Commissioners

Minutes:

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Agenda Item Summary

File ID: 21-0391 CNST-4 **Meeting Date:** 3/9/2021

PLACEMENT: Consent

TITLE:

ADOPT PROCLAMATIONS TO BE PRESENTED AT THE MARCH 23, 2021 MEETING

EXECUTIVE SUMMARY:

The Board is asked to adopt the following proclamations: declaring Surveyors and Mappers Week, Vietnam War Veterans Day, and honoring Tony Taormina on this 100th birthday, in Martin County, Florida.

DEPARTMENT: Administration

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

REQUESTED BY: Laura Beaupre, Communications Manager

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Board is asked to adopt proclamations requested by the Florida Surveying & Mapping Society Indian River Chapter and the Vietnam Veterans of America Chapter 1041 to be presented at the March 23, 2021 meeting.

The Board is asked to adopt a proclamation honoring Tony Taormina on this 100th birthday that the Human Services and Veterans Services staff will present to Mr. Taormina on his 100th birthday (March 12, 2021).

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the three proclamations.

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: Proclamations (3)

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Before the Board of County Commissioners
Martin County, Florida

A Proclamation

Declaring Surveyors and Mappers Week in Martin County, Florida

Whereas, surveyors and mappers are counted among the founding leaders of our country and were instrumental in the formation of the layout of property boundaries in the United States which have provided our citizens the enjoyment of property ownership; and

Whereas, the citizens of Florida recognize the valuable contributions of the surveying and mapping profession to history, development, and quality of life in Florida and the United States of America and make important decisions based on the knowledge and expertise of licensed surveyors and mappers; and

Whereas, the surveying and mapping profession requires special education, training, the knowledge of mathematics, the related physical and applied sciences, and requirements of law for evidence; and

Whereas, the continual advancements in instrumentation have required the surveyor and mapper not only to be able to understand and implement the methods of the past, but also to learn and employ modern technology in finding solutions to meet the challenges of the future.

Now, therefore, be it proclaimed by the Martin County Board of County Commissioners that the week of March 21-27, 2021 is Surveyors and Mappers Week in Martin County. Further, the Board acknowledges the men and women of this profession for their diligence in meeting the continuing needs of our communities.

Presented this Twenty-third Day of March 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

Before the Board of County Commissioners
Martin County, Florida

A Proclamation

Declaring Vietnam War Veterans Day in Martin County, Florida

Whereas, throughout our history, countless brave individuals have answered the call to patriotic duty, including Vietnam veterans who risked their lives fighting for the ideals of democracy; and

Whereas, on March 29, 1973, the last of the American combat troops were withdrawn from the battlefields of Vietnam; and

Whereas, many of the brave men and women who served in Vietnam came home to a welcome unbefitting their dedicated service, and remembrances on this day are to ensure that this never happens again, and that our returning troops from current and future conflicts receive the full honor and respect that their noble and selfless service merits; and

Whereas, we have not forgotten—nor will we ever forget—the men and women who served so honorably in the Vietnam War, and their sacrifice is an inspiring reminder of the patriotism, spirit and courage of all who serve in our nation's Armed Forces.

Now, therefore, be it proclaimed by the Martin County Board of County Commissioners that March 29, 2021 is Vietnam War Veterans Day in Martin County, Florida. Further, the board offers this remembrance to those veterans as a commitment that they shall not be forgotten, but held in esteem for their service to their country and our nation.

Presented this Twenty-third Day of March 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

Before the Board of County Commissioners
Martin County, Florida

A Proclamation

Honoring Tony Taormina on his 100th Birthday

Whereas, Tony Taormina was born on March 12, 1921 and now lives in Hobe Sound, Florida; and

Whereas, Tony is a World War II veteran who served in the United States Army from 1943-1946; and

Whereas, after his honorable discharge from the armed forces, Tony received his Master's degree in biology; and

Whereas, during his career as a Fishing and Wildlife Biologist, Tony was responsible for building 35 wildlife ponds in New York and California; and

Whereas, throughout the course of his life, Tony has written four books and, to this day, writes editorials for The Stuart News.

Now, therefore, be it proclaimed by the Martin County Board of County Commissioners that Tony Taormina is congratulated upon the occasion of his 100th birthday, and the board extends best wishes to Mr. Taormina for many more happy and healthy years.

Presented this Twelfth Day of March 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: 21-0364 CNST-5 **Meeting Date:** 3/9/2021

PLACEMENT: Consent

TITLE:

AGREEMENT WITH THE STATE OF FLORIDA, DIVISION OF HISTORICAL RESOURCES FOR THE CERTIFIED LOCAL GOVERNMENT PROGRAM

EXECUTIVE SUMMARY:

The Board approved submittal of an application to the State's Certified Local Government (CLG) Program and letter of assurance on March 24, 2020. The State has approved the County's application, pending determination from the National Park Service. The County must sign an Agreement to participate in the CLG Program.

DEPARTMENT: Administration

PREPARED BY: **Name:** Jordan Pastorius
Title: Senior Project Manager

REQUESTED BY:

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

1. **Agreement/Contract drafted by:** Florida Department of State, Division of Historical Resources
2. **Parties to the Agreement/Contract:** Florida Department of State, Division of Historical Resources and Martin County Board of Commissioners.
3. **Purpose of the Agreement/Contract:** For Martin County to participate in the CLG Program.
4. **New / Renewal/ Modified:** This is a new Agreement.
5. **Duration:** Perpetual, unless the County is decertified by the State for failure to meet CLG Program requirements.
6. **Benefits to Martin County:** Bureau of Historic Preservation trainings and technical assistance as well as Small Matching Grants Program eligibility.
7. **Cost to Martin County (annual and potential total):** Staff time.

In March 2020, Martin County applied to the State of Florida, Department of State, Division of Historical Resources to become a CLG under the State's CLG Program. The State has reviewed the County's application and determined the County meets the requirements for certification as a CLG,

pending determination from the National Park Service. To participate, the County must now enter into a Certified Local Government Agreement with the State setting forth the responsibilities of the parties under the CLG Program.

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 approve the Certified Local Government Agreement and authorize the Chair to execute the 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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FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

November 18, 2020

Jordan Pastorius
Senior Project Manager, Office of Community Development
Martin County Board of County Commissioners
2401 Southeast Monterey Road
Stuart, Florida 34996

Dear Mr. Pastorius,

Thank you for your interest in participating in the Florida Certified Local Government (CLG) Program. I am pleased to say that your CLG application for Martin County meets state and federal CLG program guidelines and, pending final determination from the National Park Service, the county will be designated a Florida Certified Local Government. Congratulations!

Enclosed are two copies of the CLG Agreement which will formalize your city's participation in the program. Please review the agreement carefully to avoid any misunderstandings of the limitations, conditions, requirements and provisions it contains. Then:

1. Please have your chief elected official sign both copies of the agreement.
2. Return both copies to our office for final execution. **Do not enter a certification date in the first paragraph**. We will enter the effective date of certification, which will be the date the National Park Service approves your application, and will return one fully executed copy of the agreement for your retention in your program files.

Thank you for your interest in the Florida Certified Local Government Program. I am looking forward to working with you!

Sincerely,

Ruben A. Acosta
Survey and Registration Supervisor
Bureau of Historic Preservation

RAA

Enclosure

CERTIFIED LOCAL GOVERNMENT AGREEMENT

This Agreement by and between the State of Florida, Department of State, Division of Historical Resources (Department), and Martin County (County), relative to the Certified Local Government Program (Program) is entered into this _____ day of _____, 20__.

The protection and preservation of resources of historical, architectural, and archaeological value are public purposes and are essential to the health, safety and economic, educational, cultural and general welfare of the public.

This Agreement is for the purpose of implementing the Program in the County so the local government can participate more fully in the federal historic preservation program.

Under the Code of Federal Regulations, Title 36, Part 61, "Procedures for Approved State and Local Government Historic Preservation Programs," it is the responsibility of the Department, serving as the State Historic Preservation Office, to administer the Program in Florida and to enter into this Agreement.

The Florida Certified Local Government Guidelines (Guidelines), which are attached and are made a part of this Agreement, prescribe the minimum requirements established for the Program.

The County has made application to the Department for participation in the Program. The application has been evaluated by the Department and, on the basis of that evaluation, has verified that the County meets all federal requirements for certification as a Certified Local Government.

Therefore, the County is hereby certified for participation in the Program.

The Department and the County hereby agree as follows:

1. The Department shall provide the following general services:

    a. Provide access to the Florida Master Site File to assist the County in maintaining a local inventory of historic resources.

    b. Designate a staff member to handle communication between the County, the Department and the National Park Service.

    c. Offer training at the initiation of the Program for the County Historic Preservation Board and staff supporting the local Program.

2. The Department shall perform the following services as specified in the Guidelines:

    a. Provide technical assistance regarding changes to or improvement of local landmark legislation.

    b. Provide technical assistance in the development of a system for survey and inventory activity including, but not limited to: site identification, site evaluation, survey method, and record keeping.

    c. As long as federal law requires, reserve at least 10% of the state's annual Federal Historic Preservation Fund Grant for award to Certified Local Governments on a competitive basis and notify Florida Certified Local Governments of the availability of these funds as per Section C.3.a. of the Guidelines.

d. Receive and process applications from Florida Certified Local Governments for matching grants-in-aid from the 10% set aside funds as specified in Section C.3.b.-h of the Guidelines. Solicitation, selection, award and administration of such grants shall be in accordance with Chapter 267, Florida Statutes, Chapter 1A-35, Florida Administrative Code, and all applicable federal laws and regulations.

e. Notify the County of and adhere to specified time frames for all National Register activities affecting properties within it's jurisdiction as specified in Section C.4 of the Guidelines.

f. Per Section C.2. of the Guidelines, monitor the County's performance and make every effort to assist the County in complying with the requirements of the Program. Monitoring includes review of grant fund allocations, review of annual reports, and other reviews as necessary and appropriate.

g. Provide an evaluation of the local program upon completion of review of the annual report. Methods to enhance local program effectiveness shall be identified.

h. Initiate and pursue the recertification process when appropriate as per Section C.2.i.-m of the Guidelines.

3. The County shall generally follow a public policy of protecting, preserving, and planning for the protection and preservation of resources of historical, architectural, and archaeological value within its jurisdiction. It shall perform the following duties in accordance with and as specified in the Guidelines:

a. Enforce appropriate state or local legislation for the designation and protection of historic properties as per Section B.1 of the Guidelines.

b. Establish, by local law, a Historic Preservation Review Commission (Commission) composed of professional and lay members, as per Section B.2 of the Guidelines.

c. Develop and maintain a system for the survey and inventory of historic properties as per Section B.3 of the Guidelines.

d. Provide for public participation in the local historic preservation program, including the process of recommending properties for nomination to the National Register, per Section B.4. of the Guidelines.

e. Perform other responsibilities delegated to it in Section B.5 of the Guidelines.

f. Establish a formal procedure by ordinance, or by appropriate administrative action, whereby all proposed National Register nominations are reviewed by the Commission in accordance with Section C.4 of the Guidelines.

g. Submit an annual report of Certified Local Government activities and other such information pursuant to Sections C.2.(e) and (f) of the Guidelines.

h. Permit periodic reviews of Certified Local Government activities and documents by the State Historic Preservation Office, with at least 30 days advance notice, per Section C.2.c of the Guidelines.

4. This instrument embodies the whole Agreement of the parties. There are no provisions, terms, conditions, or obligations, other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. No change or addition to this Agreement shall be effective unless in writing and properly executed by the parties.

5. If the local government named herein is decertified by the Department, this Agreement shall be terminated.

The Department and the County have read this Agreement and have affixed their signatures.

DEPARTMENT OF STATE

_____
Timothy A. Parsons, Ph.D.
State Historic Preservation Officer

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

Agenda Item Summary

File ID: 21-0456 CNST-6 **Meeting Date:** 3/9/2021

PLACEMENT: Consent

TITLE:

PARTICIPATION IN MiCTA PURCHASING COOPERATIVE AND APPROVAL OF VOTING REPRESENTATIVE

EXECUTIVE SUMMARY:

The Information Technology Services Department seeks to join the MiCTA purchasing cooperative. As a result of becoming a member Martin County will need to appoint a voting representative to the MiCTA.

DEPARTMENT: Information Technology Services

PREPARED BY: **Name:** Matthew Hinckle
Title: Telecommunications Manager

REQUESTED BY:

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

1. **Agreement Prepared by:** MiCTA

2. **Parties to the Contract:** Martin County
MiCTA

3. **Purpose:** To provide a purchasing vehicle for Information Technology (IT) products and services

4. **New/Renewal/Modified:** New

5. **Duration:** One (1) year with option to extend for one (1) year periods.

6. **Benefits to Martin County:** This document will allow the for the purchase of critical IT products and services.

7. Cost to Martin County: $300 per year. First year has been waived.

The Martin County ITS department seeks to join the MiCTA purchasing cooperative. The MiCTA focuses on providing quality products and services to its public-sector-only members at outstanding discounts due to competitively bid contracts. Beneifts to Martin County are:

- Competitively bid agreements providing outstanding discounts for products and services specifically related to telecommunications, data security, and public safety, unavailable from other sources.
- National monitorning and advocacy for telecommunication and technology legislation and regulatory processes that could impact members.
- Research regarding available grants, applicable to member organizations, for telecommunications technology acquisition and implementaion.
- Professional development opportunities on technical subject for members.

As a result of becoming a member Martin County will need to appoint a voting representative to the MiCTA as described in the bi-laws:

Section 3.7 - Voting Representative
Each member entity shall appoint one representative, hereafter known as a "Voting Representative," who shall act as the representative of that member entity in all MiCTA Member meetings. A "Voting Representative" must be a current full time employee of the member entity. A Voting Representative may designate in writing a proxy for a meeting if the proxy is also a current full time employee of the member entity. A person can only be a Voting Representative for one member entity at a time. The Board in closed special session shall decide any question of the status of a Voting Representative or proxy prior to the meeting. A member entity may have other non-voting representatives, but only one Voting Representative.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

To the extent this item contains legal issues, it has been reviewed for legal sufficiency; although this is primarily a matter of Board policy. Participation in cooperative purchasing is allowed under the Martin County Purchasing Manual.

RECOMMENDED ACTION:

RECOMMENDATION

1. Move that the Board authorize joining the MiCTA.
2. Move that the Board appoint Michael Merker, as the County's voting representative for the MiCTA.

ALTERNATIVE RECOMMENDATIONS

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

FISCAL IMPACT:

RECOMMENDATION

$300 per year of membership. First year membership fee has been waived

Funding Source	County Funds	Non-County Funds
ITS TIP - T02005	$300.00	
Subtotal	$300.00	
Project Total	$300.00	

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☐ Other:

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BYLAWS
OF
MiCTA

A Michigan Nonprofit Corporation

Adopted by the Members as of August 23rd, 2018

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MiCTA Bylaws

Article 1 - NAME

The name of the Corporation is MiCTA.

Article 2 – PURPOSE

MiCTA is organized for the purpose of identifying and resolving common technology (telecommunications) issues and problems, providing a clearing house of information relative to telecommunications; gaining information on new telecommunications products and services; improving the level of competency and enhance the professional status of the member administrators; influencing the development of telecommunications services to members at reduced costs and improved quality; participating in governmental and regulatory proceedings affecting member telecommunication issues; and otherwise promoting the common telecommunications interests of the membership.

Article 3 - MEMBERS

Section 3.1 - Members

The Corporation is organized on a membership basis. Those eligible for membership shall consist of state or local government or political subdivisions thereof, or any agency or instrumentality of such government or political subdivisions, and nonprofit organizations, which shall include without limitation public and private nonprofit colleges and universities, governmental and nonprofit organizations comprised of K-12 school districts, nonprofit healthcare providers, libraries, churches, or other nonprofit entities who are members in good standing as determined by the Board.

Section 3.2 - Application for Membership

Any entity interested in becoming a member of the Corporation shall submit an application, which shall indicate the organization(s) to be represented, the designated representatives, the designated Voting Representative, if applicable, and the membership application fee to the Treasurer. The Treasurer is empowered to approve membership applications meeting the qualifications of Section 3.1.

Section 3.3 - Termination of Membership

The Board, by affirmative vote of two-thirds of all of the members of the Board, may suspend or expel a member without Cause or for Cause, or suspend or expel any member who shall be in default in the payment of dues for the periods so fixed.

Section 3.4 - Resignation

Any member may resign by notification to the Treasurer, but such resignation shall not relieve the member so resigning of the obligation to pay any dues, assessments, or other charges theretofore accrued and unpaid. No refunds shall be paid with respect to resignations and partial years.

Section 3.5 - Reinstatement

A former member may be granted "reinstatement" by filling out a new "Membership Application" and paying their annual dues as it relates to their current FTE status. Any member who has been removed from membership by Board action may petition the Board for consideration of reinstatement. Reinstatement would need to pass by a majority vote of the Board.

Section 3.6 - Transfer of Membership

Membership in the Corporation is not transferable or assignable.

Section 3.7 - Voting Representative

Each member entity shall appoint one representative, hereafter known as a "Voting Representative," who shall act as the representative of that member entity in all MiCTA Member meetings. A "Voting Representative" must be a current full time employee of the member entity. A Voting Representative may designate in writing a proxy for a meeting if the proxy is also a current full time employee of the member entity. A person can only be a Voting Representative for one member entity at a time. The Board in closed special session shall decide any question of the status of a Voting Representative or proxy prior to the meeting. A member entity may have other non-voting representatives, but only one Voting Representative.

Article 4 - MEMBER MEETINGS

Section 4.1 - Member Meetings

The Corporation shall hold at least one (1) meeting of the members per year, which shall be designated the Annual Member Meeting by the President. The President shall determine the time, date and place for the Annual Member Meeting. The Executive Secretary shall provide written notice to all Members and their Voting Representatives of the Annual Member Meeting at least 30 days prior to the meeting by stating the date, time and purpose or purposes of the meeting. Members and their Voting Representatives will be provided access information so that they may attend via electron media consistent with these Bylaws.

Section 4.2 - Special Meetings

Special meetings of the members may be called by the President, a majority of the Board or at the request of at least 20 Member Voting Representatives. The President or the Executive Secretary shall determine the time, date and place for the Special Member Meeting within 14 days of the request. The Executive Secretary shall provide written notice to all Members and their Voting Representatives of the Special Member Meeting at least 30 days prior to the meeting by electronic media stating the date, time and purpose or purposes of the meeting. Members and their Voting Representatives will be provided access information so that they may attend via electronic media consistent with these Bylaws.

Section 4.3 - Quorum

A quorum shall consist of those Voting Representatives present in-person, by proxy or by electronic media at a regularly scheduled meeting or special meeting of the members.

Section 4.4 - Rules of Order

The presiding officer at meetings shall generally use Roberts Rules of Order as a guide for conducting the meeting.

Article 5 - BOARD OF DIRECTORS

Section 5.1 - General Powers

The affairs and all general policies of the Corporation shall be managed by its Board.

Section 5.2 - Specific Duties

The Board shall be specifically responsible for:

a) Approving budgets and expenses not included in the annual budget
b) Approving membership fees.
c) Approving vendor contracts.

d) Filling Officer and Board member vacancies by majority vote of the Board (such appointees to serve until the next annual election).
e) Approving all procedures/standards governing membership applications and acceptance.
f) Approving any legal actions.
g) Directing the Corporation's participation in any governmental or regulatory proceedings.
h) Approving all personnel matters, and the Corporation's Operating Manual.

Section 5.3 - Number, Manner of Selection, Tenure and Qualifications

a) The number of Directors shall be no more than fifteen (15) Directors.

b) Directors and Officers shall be elected at the Annual Member Meeting of Members by those Member Voting Representatives present in-person, by proxy or by electronic media. Except as otherwise provided in this Section 6.3, the term of office of each Director and Officer shall be two years. Voting Representatives interested in running for a Board position shall contact the Executive Secretary by email at least 30 days prior to the Annual Member meeting. The Executive Secretary shall be responsible for posting the candidates on the MiCTA web site at least seven (7) days before the Annual Meeting.

c) The Officers of the Board of Directors positions shall be designated President, Vice President, Executive Secretary, Treasurer, immediate Past President (if applicable) and At-Large Directors. The immediate Past President shall serve as a Director for one two-year term commencing upon completion of his or her term as President.

d) Except for the immediate Past President, candidates for the Board shall be selected from the roster of Voting Representatives who represent a member in good standing.

Section 5.4 - Removal of Directors

a) Any member of the Board may be removed at any time with Cause by vote of not less than two-thirds of the Board.

b) Any member of the Board may be removed as a Director at any time, and without assigning any Cause therefor, by the affirmative vote of a majority of the remaining Directors in the event a member of the Board incurs more than two (2) unexcused absences during any 12 month period during his or her term of office from participating in a meeting of the Board, either in person or by telephone. Upon receipt of written notification of such removal, the Director receiving such notice shall no longer be a member of the Board.

Section 5.5 - Regular Meetings

Regular meetings of the Board shall be held from time to time as necessary at the principal offices of the Corporation, or other locations as determined by the President, if the Board shall meet at least three (3) times a calendar year. The CEO (Chief Executive Officer) of the corporation shall attend all Board meetings and is a non-voting member of the Board.

Section 5.6 - Special Meetings

Special meetings of the Board may be called at the request of the President or any other two (2) Directors. If the special Board meeting is called at the request of two (2) Directors, one of them shall preside at the special meeting.

Section 5.7 - Notice of any Special Meetings

The Executive Secretary shall provide electronic notice of any special meetings at least three (3) days prior thereto, and shall include information associated with time, location, and subject matter.

Section 5.8 - Quorum

A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 5.9 - Board Decisions

The act of a majority of the Directors present who vote at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law or by these Bylaws.

Section 5.10 - Vacancies

Any vacancy occurring in the Board or an Officer position because of death, resignation, removal, disqualification, an increase in the number of Directors, or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 5.11 - Compensation

Directors as such shall not receive any stated salaries for their services, but by resolution of the Board, a uniform fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the board.

Section 5.12 - Teleconference or Video Conference

Members of the Board may participate in a meeting by means of conference telephone, video conference or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Voting may occur in person or electronically.

Section 5.13 - Rules of Order

The presiding officer at meetings of the Board shall generally use Roberts Rules of Order as a guide.

Section 5.14 - Emeritus Directors

From time to time, the Board may designate a person as a MiCTA Board Member Emeritus because of their long service and dedication to the Board or the MiCTA organization. An Emeritus Director is an honorary position and not a voting position. The Board may indicate a period for this designation if it wishes and indicate other privileges and benefits it may confer on such a position.

Article 6 - OFFICERS

Section 6.1 - Officers

The officers of the Corporation shall be the President, Vice President, Executive Secretary, and Treasurer.

Section 6.2 - Term of Office

The Treasurer of the Corporation shall have no term limits with an annual review by the Board and CEO for purposes of business continuity. If a vacancy occurs in the Treasurer's position Section 5.10 will apply. All other officers of the Corporation shall be elected every two (2) years at the Annual Member meeting except where noted in Section 5.10

Section 6.3 – Removal

Any officer appointed by the Board may be removed by the Board whenever in its judgment, the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 6.4 - Powers and Duties

The several officers shall have such power and shall perform such duties as may from time to time be specified in resolutions or other directives of the Board or as specified herein. Each officer shall have the powers and authority and shall perform and discharge the duties of officers of the same title serving in nonprofit corporations having the same or similar general purposes and objectives as this Corporation.

a) The President. The President presides over regular and special Board meetings as well as the Annual Membership Meeting. As the Chief Ambassador for the organization it is the President's responsibility to promote the Mission of the organization and expand its awareness to the national non-profit community. The President shall appoint Committee Chairs of all standing and temporary Committees, except for the Investment Committee Chair, and assures that the Chairs follow through with their responsibilities. The President also assures that the Board uses its time wisely in the support of the Organizations Mission and Goals. The President shall perform other such duties as assigned by the Board.

b) Vice-President. The Vice-President shall preside at meetings if the President is unable to attend, and perform such other duties as assigned by the President.

c) Executive Secretary. The Executive Secretary shall be responsible for recording the minutes of all Board meetings, posting such on the website, and otherwise making copies of such available to all member institutions, and keeping track of the Voting Representative for each member. The Executive Secretary shall also be responsible for creating a slate of candidates list subject to the Annual Membership Meeting for the election of Directors/Officers and shall distribute the list to all Voting Representatives at least 30 days prior to the related Annual Membership Meeting.

d) Treasurer. The Treasurer shall oversee the financial activities of the Corporation and act as the Chairman of the Investment Committee. The Treasurer shall give an accounting of all receipts and disbursements at each meeting as well as the status of investments.

Article 7 - COMMITTEES

Section 7.1 - Committees

The Board President shall appoint Committees and Chairs of said Committees from the Directors of the Board, excluding the Investment Committee. These Committees act in an advisory positon to the Board and shall make regular reports of their activities to the Board.

Section 7.2 - Standing Committees

The Board has established the following standing Committees:

a) Internal Audit Committee. The Internal Audit Committee shall be composed of the Treasurer and two (2) other members of the Board who are not currently serving as President or CEO (Chief Executive Officer). The Committee shall see that the Corporation follows generally accepted accounting principles, has periodic outside audits of its financial statements and generally conducts business in a transparent, respectable, and upright manner. The Committee, and any of its individual members as the case may be, are designated to listen to and bring to the attention of the Committee and/or Board as appropriate, any allegations, claims or wrong-doing made by so-called "whistle-blowers". The Committee shall assure that "whistle-blowers" are not the subject of any retaliation or disadvantage within the Corporation and may withhold their identity if felt necessary to protect them from any reprisal. The Committee shall have the authority, as approved by the board, to seek a legal opinion in matters where they determine that bylaw infractions or other issues related to violations in the operation of the organization have been committed and report such legal opinion to the Board for action.

b) Personnel Committee. The Personnel Committee shall consist of not less than two (2) members of the Board and shall act in an advisory role to the Board on all personnel matters of the Corporation. The CEO shall act, as a non-voting member of the Committee. The Treasurer shall be an ex officio, non-voting member of the Personnel Committee. Personnel Committee members shall serve at the pleasure of the Board. The full Board shall discuss and may vote upon any recommendation of the Personnel Committee. The Personnel Committee shall: recommend final candidates for

management level positions at the Corporation; conduct annual review of the CEO (Chief Executive Officer); review annual compensation recommendations for all employees and independent contractors; review recommendations for employee benefits, such as health care and retirement benefits; and assist management with disciplinary actions as requested. All changes to compensation and documents relating to personnel matters must be approved by the full Board.

c) Investment Committee. The Investment Committee shall consist of the President, the Treasurer who shall be the Committee Chair, the CEO (Chief Executive Officer) and one (1) additional member of the Board, who shall be appointed by the Board. The Investment Committee shall be responsible for implementing the Corporation's investment objectives, which shall include approving investment strategy, hiring/firing of investment managers, custodians and investment consultants, monitoring performance of the investment portfolio on a regular basis, and maintaining sufficient knowledge about the portfolio and its managers.

d) Grant Committee. The Grant Committee shall consist of two (2) or more Board members who shall be appointed as per section 7.1. The Grant Committee shall work with the CEO to determine the eligibility of Grant recipients

e) Membership Committee. The Membership Committee shall consist of (2) or more Board members appointed as per section 7.1 The Committee shall develop and implement procedures to identify and encourage member Voting Representatives to run for a Board of Directors positions.

f) Bylaw Committee. The Bylaw Committee shall consist of two or more Board Members appointed as per section 7.1 and be responsible for receiving from the Voting Member Representatives proposed changes/and or amendments to the existing Bylaws. They will take into consideration if these requests reflect the Mission, Goals and Spirit of the MiCTA Organization and its membership and send said proposed changes/and or amendments to the Executive Secretary for distribution to the Members and Voting Representatives 30 days prior to the next Annual Member Meeting. Conveyance of proposed changes and/or amendments can include email. Any MiCTA Voting Member Representative may submit a proposed Bylaw amendment to the Bylaw Committee Chair at least 90 days prior to the Annual Membership Meeting or a special meeting.

Article 8 - ADMINISTRATIVE OFFICE

The Corporation directly employs a CEO to carry out its objectives and provide services to members. The CEO shall be directly responsible to the Board of Directors. The recommendations of the CEO for permanent full-time positions, salaries, position descriptions and operating manual updates (covering operating policies, procedures, etc.) will be approved by the Board. Unless otherwise specified in the position description, all employees and independent contractors serve at the will of the Board. No permanent full-time employee may be hired without a Board approved position description and compensation for that position.

Article 9 - CONFLICTS OF INTREST, CODE OF CONDUCT

Members, Voting Representatives, Board members, MiCTA Staff (including 1099s) shall upon taking office or employment execute a form accepting MiCTA's Code of Conduct, which provides as follows:

The person shall not:

a) Engage in any lobbying activities or dealings on behalf of themselves and/or relatives or use the Corporation or the Corporation's actions or non-actions as a means of supporting or adding weight to their own individual requests.

b) Exploit its membership in the Corporation for personal advantage or financial gain.

c) Fail to disclose any conflicts of interest and shall not participate in the activities of the Corporation where such a conflict is present.

d) Have a personal financial interest in the Corporation activities or decisions, except such as are specifically disclosed to the Board, which may waive the conflict or financial interest if official action is taken to do so and recorded in the minutes of the meeting where such action is taken.

e) Violate any laws or ordinances, MiCTA Bylaws, or MiCTA Board Policy while conducting business for MICTA

f) Deceive, defraud, or mislead any person.

g) Misrepresent MiCTA in any manner.

h) Knowingly divulge or release any information of a confidential nature relating to MiCTA's plans, mission, or operational databases without appropriate approval.

i) Obtain a personal advantage or benefit due to the use of the organization's name.

j) Accept individual gifts of any kind in excess of $100 per year including meals and promotional items, from any vendor with which MiCTA has a relationship or potential relationship.

k) Withhold their best efforts to perform their duties to acceptable standards.

l) Use MiCTA property, financial resources, or services of MiCTA personnel for personal benefit except personally assigned MiCTA electronic devices.

m) Otherwise engage in conduct detrimental to the good name of the corporation and its members.

Article 10 - INDEMNIFICATION

Section 10.1 - General.

The Corporation shall, to the fullest extent authorized or permitted by the Act or other applicable law, as the same presently exists or may hereafter be amended, indemnify a Director or officer (the "Indemnitee") who was or is a party or is threatened to be made a party to a threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, other than an action by or in the right of the Corporation, by reason of the fact that he or she is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a trustee, Director, officer, employee, or agent of another foreign or domestic corporation, business corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not for profit, against expenses, including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the Indemnitee in connection with the action, suit, or proceeding, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, if the Indemnitee had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the Indemnitee did not act in good faith and in a manner which the Indemnitee 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 reasonable cause to believe that the conduct was unlawful.

Section 10.2 - Claims Brought by or in the Right of the Corporation

The Corporation shall, to the fullest extent authorized or permitted by the Act or other applicable law, as the same presently exists or may hereafter be amended, indemnify an Indemnitee who was or is a party to or is threatened to be made a party to a threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the Indemnitee is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, partner, trustee, employee, or agent of another foreign or domestic Corporation, business Corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses, including actual and reasonable attorneys' fees, and amounts paid in settlement incurred by the Indemnitee in connection with the action or suit, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation. However, indemnification under this Section shall not be made for a claim, issue, or matter in which the Indemnitee has been found liable to the Corporation unless and only to the extent that the court in which the action or suit was brought has determined upon application that, despite the adjudication of liability but in view of all

circumstances of the case, the Indemnitee is fairly and reasonably entitled to indemnification for the expenses which the court considers proper.

Section 10.3 - Actions Brought By the Indemnitee.

Notwithstanding the provisions of Section 10.1and Section 10.2 hereof, the Corporation shall not indemnify an Indemnitee in connection with any action, suit, proceeding or claim (or part thereof) brought or made by such Indemnitee unless such action, suit, proceeding or claim (or part thereof):

a) Was authorized by the Board of the Corporation, or
b) Was brought or made to enforce this Article Xi and such Indemnitee has been successful in such action, suit, proceeding or claim (or part thereof).

Section 10.4 - Approval of Indemnification

An indemnification under Section 10.1 or Section 10.2 hereof of this Article Xi, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct set forth in such Sections. This determination shall be made promptly in any of the following ways:

a) by a majority vote of a quorum of the Board consisting of Directors who were not parties to the action, suit, or proceeding;
b) if the quorum described in the foregoing subsection (a) is not obtainable, then by a majority vote of a Committee of Directors who are not parties to the action; the Committee shall consist of not less than two (2) disinterested Directors; or
c) by independent legal counsel in a written opinion.

Section 10.5 - Advancement of Expenses

Expenses incurred in defending a civil or criminal action, suit, or proceeding described in Section 10.1 or Section 10.2 hereof shall be paid by the Corporation in advance of the final disposition of the action, suit, or proceeding upon receipt of any undertaking by or on behalf of the Indemnitee to repay the expenses if it is ultimately determined that the Indemnitee is not entitled to be indemnified by the Corporation. The undertaking shall be by unlimited general obligation of the person on whose behalf advances are made, but need not be secured.

Section 10.6 - Partial Indemnification

If an Indemnitee is entitled to indemnification under Section 10.1 or Section 10.2 hereof for a portion of expenses, including, without limitation, attorneys' fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount thereof, the Corporation shall indemnify the Indemnitee for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the Indemnitee is entitled to be indemnified.

Section 10.7 - Indemnification of Employees and Agents

Any person who is not covered by the foregoing provisions of this Article Xi and who is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as a trustee, Director, officer, employee or agent of another foreign or domestic corporation, business corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not for profit, may be indemnified to the fullest extent authorized or permitted by the Act or other applicable law, as the same exist or may hereafter be amended, but in the case of any such amendment, only to the extent such amendment permits the Corporation to provide broader indemnification rights than before such amendment, but in any event only to the extent authorized at any time or from time to time by the board of Directors.

Section 10.8 - Other Rights of Indemnification

The indemnification or advancement of expenses provided under the foregoing Sections of this Article Xi is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Articles, these Bylaws, or a contractual agreement. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses. The indemnification provided for in the foregoing Sections of this Article Xi continues as to a person who ceases to be a trustee, Director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of that person.

Section 10.9 - Liability Insurance

The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a trustee, Director, officer, employee or agent of another corporation, business corporation, partnership, joint venture, trust or other enterprise against any liability asserted against the person and incurred by the person in any such capacity or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify the person against such liability under the provisions of the Act.

Section 10.10 - Contract with the Corporation

The right to indemnification conferred in this Article Xi shall be deemed to be a contract between the Corporation and each Director or officer who serves in any such capacity at any time while this Article Xi is in effect, and any repeal or modification of any such law or of this Article Xi shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts. In the event this Article Xi is repealed or modified, the Corporation shall give written notice thereof to the Directors and officers and any such repeal or modification shall not be effective for a period of sixty (60) days after such notice is delivered.

Section 10.11 - Application to a Surviving or Constituent Corporation

The indemnification and other obligations of the Corporation set forth in this Article Xi shall be binding upon any resulting or surviving Corporation after any merger or consolidation of the Corporation, as well as for any Director, officer, partner, trustee, employee or agent of another Corporation prior to such other Corporation entering into a merger or consolidation with the Corporation.

Section 10.12 - Definitions

"Other enterprises" shall include employee benefit plans; "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and "serving at the request of the Corporation" shall include any service as a Director, officer, employee, or agent of the Corporation that imposes duties on, or involves services by, the Director, officer, employee, or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be considered to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in Section 10.1 or Section 10.2 hereof.

Section 10.13 - Severability

Each and every paragraph, sentence, term and provision of this Article X shall be considered severable in that, in the event a court finds any paragraph, sentence, term or provision to be invalid or unenforceable, the validity and enforceability, operation, or effect of the remaining paragraphs, sentences, terms, or provisions shall not be affected, and this Article X shall be construed in all respects as if the invalid or unenforceable matter had been omitted.

Article XI - AMENDMENTS

These Bylaws may be changed or amended at any MiCTA Annual member meeting by at least a two-thirds majority of the Voting Representatives present in-person, or by proxy or electronic media.

ARTICLE XII - MISCELLANEOUS

Section 12.1 - Books and Records

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board, any Committee(s), and Directors having any of the authority of the Board, and shall keep at the registered or Principal Office a record giving the names and addresses of the members entitled to vote.

Any Director, if any, or his or her agent or attorney may inspect all books and records of the Corporation, for any proper purpose at any reasonable time. Any of the books, records or minutes may be in written form or in any other form capable of being converted into written

form within a reasonable time. The Corporation shall convert into written form without change any record not in written form, unless otherwise requested by a person entitled to inspect the records.

Section 12.2 - Corporate Seal

The corporate seal (of which there may be one or more exemplars) shall be in such form as the Board may from time to time determine.

Section 12.3 - Fiscal Year

The fiscal year of the Corporation shall begin on January 1 of each year and end on the following December 31.

Section 12.4 - Audit

The Board shall provide for an annual audit of the records and accounts of the Corporation. A certified public accounting firm based on such firm's audit of the Corporation shall certify the financial statements of the Corporation. The Treasurer shall select the certified public accounting firm.

Section 12.5 – Construction

Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely. If any portion of these Bylaws shall be invalid or inoperative, then, as far as is reasonable and possible:

a) The remainder of these Bylaws shall be considered valid and operative.
b) Effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 12.6 - Table of Contents; Headings

The table of contents and headings are for organization, convenience and clarity. In interpreting these Bylaws, they shall be subordinated in importance to the other written material.

Section 12.7 Relation to Articles and the Act.

These Bylaws are subject to, and governed by, the Articles and the Act.

Article 13 - DEFINITIONS

When used in these Bylaws, the following terms not otherwise defined have the following meanings:

a) "Act" means the Michigan Nonprofit Corporation Act, 1982 PA 162, being MCL 450.2101, et. Seq., as amended.

b) "Articles" means the Corporation's Articles of Incorporation, as may be amended and restated, as filed with the Department of Licensing and Regulatory Affairs of the State

of Michigan, as required by the Act.

c) "Board" means the Board of Directors of the Corporation.

d) "Cause" for removal shall exist only if a member or Director, as the case may be, has been determined, by a majority of the disinterested members of the Board, in good faith, to be guilty of (A) fraud, deceit, or intentional misconduct; (B) gross negligence; (C) a material breach of the any obligations a member under these Bylaws; (D) for a Director, a breach of fiduciary obligations to the Corporation; or (E) intentional conduct taken in reckless disregard of a duty owed to the members or the Corporation that causes material damage to the Corporation or any Member or any other Person. Notice of such removal, specifying the effective date of removal, the cause therefor, and the grounds upon which such cause is based, shall be given to the member sought to be removed on or before the effective date specified in such notice.

e) "Code" means the Internal Revenue code of 1986, as amended.

f) "Person" means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization, or other organizations, whether or not a legal entity, and any governmental authority.

[Certification of Executive Secretary Follows.]

CERTIFICATE OF EXECUTIVE SECRETARY

I certify that I am the duly elected and acting Executive Secretary of MiCTA, a Michigan nonprofit corporation, and the above Bylaws are the Bylaws of such Corporation as adopted at a meeting of the members held on August 23rd, 2018

Executed on August 23, 2018, in Saginaw County Michigan.

Mark Reynolds 9-25-2018

Mark Reynolds, Executive Secretary

Agenda Item Summary

File ID: 21-0450 CNST-7 **Meeting Date:** 3/9/2021

PLACEMENT: Consent

TITLE:

ACCEPTANCE OF A 15' UTILITY EASEMENT FROM DEBORA E. RADTKE FOR WATER AND WASTEWATER SERVICES AND UTILITY RELATED EQUIPMENT ON THE NORTHERN PORTION OF LOT 3, MARGOLO ESTATES, PALM CITY

EXECUTIVE SUMMARY:

This is a request for the adoption of a Resolution accepting and approving a 15' Utility Easement from Debora E. Radtke for water and wastewater services and utility related equipment on the northern portion of Lot 3, Margolo Estates in Palm City.

DEPARTMENT: Public Works

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

REQUESTED BY: Samuel Amerson, Utilities and Solid Waste Department Director

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

1. Utility Easement Prepared By: Martin County

2. Parties to the Easement: Debora E. Radtke, Grantor
Martin County, Grantee

3. Purpose of the Easement: To allow for water and wastewater services and utility related equipment

4. New/Renewal/Modified: New

5. Duration: Perpetual

6. Benefits to Martin County: Addition of a new easement to the County utility network

7. Cost to Martin County: None - USD to associated costs

The Real Property Division has confirmed ownership. The easement premises are encumbered by a Mortgage held by Seacoast National Bank, a National Banking Association, dated December 18, 2020, and recorded December 28, 2020, in Official Records Book 3184, Page 2266, Martin County, Florida, public records, to which a Consent of Mortgagee instrument has been executed and attached to the easement.

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 from 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

Move that the Board adopt the Resolution accepting and approving the Utility Easement from Debora E. Radtke and authorize the Chair to execute any and all documents associated with this transaction.

ALTERNATIVE RECOMMENDATIONS

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

FISCAL IMPACT:

RECOMMENDATION

None. Title and recording fees to be paid by USD.

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
#3484

LOCATION MAP FOR LOT 3 OF MARGOLO ESTATES PALM CITY



NOT TO SCALE
2020 AERIAL

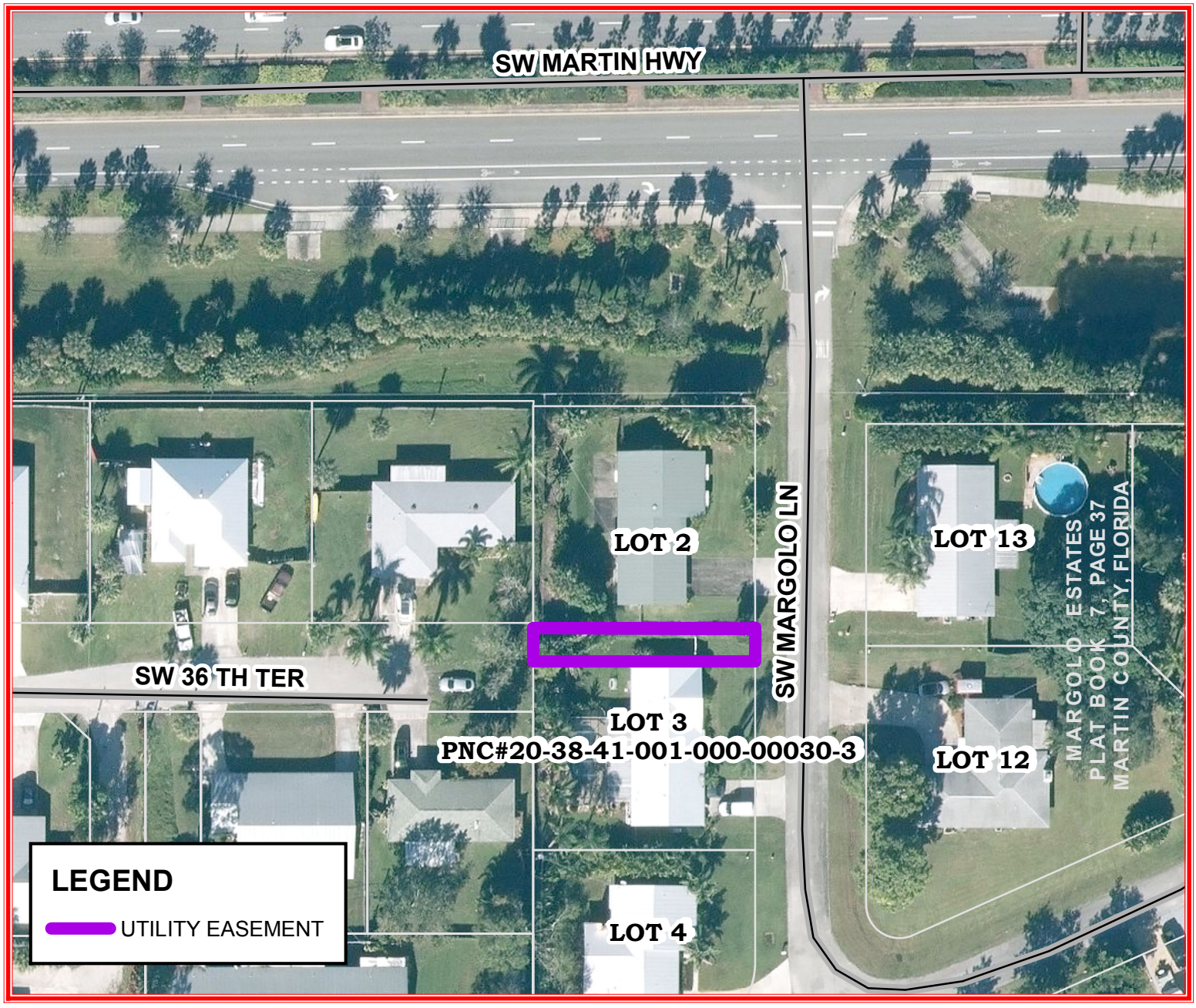


EXHIBIT ONLY

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NO. 21-_._

WHEREAS, Martin County needs a 15' Utility Easement from Debora E. Radtke to allow for water and wastewater services and utility related equipment on the northern portion of Lot 3, Margolo Estates in Palm City; and

WHEREAS, by document entitled "Utility Easement" executed on January 19, 2021, Debora E. Radtke, a single woman, grants to Martin County a perpetual Utility Easement; 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 Utility Easement conveyed by Debora E. Radtke.

DULY PASSED AND ADOPTED THIS 9th DAY OF MARCH, 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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This instrument prepared by:
Brigitte Wantz for
Martin County, Real Property Division
2401 SE Monterey Road
Stuart, FL 34996

Project Name: Lot 3 Margolo Estates-Radtke Utility Easement
Project No: RPM #3484
PCN: 20-38-41-011-000-00030-3

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UTILITY EASEMENT

THIS EASEMENT granted and executed this 19th day of January, 2021, by DEBORA E. RADTKE, a single woman, whose address is 3666 Margolo Lane, Palm City, Florida 34990, Grantor, to MARTIN COUNTY, a political subdivision of the State of Florida, whose address is 2401 SE 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 $1.00 and other good and valuable considerations, in hand paid by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant unto the Grantee forever, an easement for the construction, reconstruction, replacement, operation, maintenance, and repair of utility related equipment, including, but not limited to lift stations, pumps, pipelines, fences, structures, and powerline hookups, if required, in, under, over, across, and through the following described land, situate, lying and being in the County of Martin, State of Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

The Grantor hereby covenants with said 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; that Grantor fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, that said land is the homestead premises of the Grantor.

The Grantor agrees that it will not alter or obstruct or allow the alteration or obstruction of the Easement Premises in any way without the express written consent of the Grantee. 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; provided however in making any excavations on the Easement Premises, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground and restore any improvements within such excavation to as near the same condition as it was prior to such excavation as soon as is practicable.

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Grantor further warrants that there are no mortgages encumbering the Easement Premises except for that certain Mortgage in favor of Seacoast National Bank, a National Banking Association, whose address is 815 Colorado Avenue, # 215, Stuart, Florida 34994, dated December 18, 2020, and recorded on December 28, 2020, in Official Records Book 3184, Page 2266, in Martin County, Florida public records.

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

Signed, sealed and delivered in
the presence of:

WITNESSES:

Lauri DeLan
Print Name: Lauri DeLan

Beverly M Hall
Print Name: Beverly Hall

DEBORA E. RADTKE, Grantor

STATE OF Florida
COUNTY OF Martin

The foregoing Utility Easement was acknowledged before me this 4th day of January, 2021, by DEBORA E. RADTKE by (X) means of physical presence or ( ) online notarization. She is ( ) personally known to me or has produced FL. Drivers License as identification.

AMY M RICHIE
Notary Public - State of Florida
Commission # GG 931265
My Comm. Expires Nov 12, 2023
Bonded through National Notary Assn.

Amy M Richie
Print Name: Amy M Richie
Notary Public, State of: Florida
My Commission Expires: 11/12/2023

Project Name: Lot 3 Margolo Estates-Radtke UE
Project No: RPM #3484
PCN: 20-38-41-011-000-00030-3

CONSENT OF MORTGAGEE

SEACOAST NATIONAL BANK, a National Banking Association, (hereinafter referred to as "Mortgagee") under that certain Mortgage dated December 18, 2020, and recorded on December 28, 2020, in Official Records Book 3184, Page 2266, in Martin County, Florida public records (hereinafter referred to as the "Mortgage"), hereby executes this document to evidence its consent to the granting and recording of that certain Easement to which this Consent of Mortgagee is attached and which is being recorded simultaneously herewith (hereinafter referred to as the "Easement"), further Mortgagee agrees that the Easement shall be an interest, superior to the Mortgage and in the property to which the Mortgage encumbers. This consent is given on the express condition that it shall in no way affect the lien of the Mortgage on the property described in the Mortgage but shall only be construed as a Subordination to the Easement.

This consent by Mortgagee is not intended to be and shall not be construed to be a waiver by Mortgagee of the maturity date of the principal, accrued interest or other amounts due under the terms of the note, mortgage or other loan documents, even though this consent may be executed subsequent to any maturity date or any other term or condition of the note, mortgage or other loan documents. This consent is not and shall not be construed to be an agreement or consent to a subordination of the lien of the Mortgage by Mortgagee to any other easements now existing or that may exist or arise in the future.

SIGNATURE PAGE TO FOLLOW

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

SIGNATURE PAGE TO CONSENT OF MORTGAGEE

Signed, sealed and delivered in the presence of:

Laura Dolan

Print Name: Laura Dolan

Beverly m Hall

Print Name: Beverly m Hall

SEACOAST NATIONAL BANK, a National Banking Association

By: Patricia Wendell

Print Name: Patricia Wendell

Title: SVP

STATE OF Florida

COUNTY OF Miami

The foregoing Utility Easement was acknowledged before me this 19th day of January, 2021, by Patricia Wendell, as the SVP of SEACOAST NATIONAL BANK, a National Banking Association, on behalf of said entity by (Y) means of physical presence or ( ) online notarization. He/she is (Y) personally known to me or has produced FL Drivers License as identification.

AMY M RICHIE
Notary Public - State of Florida
Commission # GG 931265
My Comm. Expires Nov 12, 2023
Bonded through National Notary Assn.

Amy M Richie

Printed Name: Amy M Richie

Notary Public, State of: Florida

My Commission Expires: 11/12/2023

EXHIBIT A

LEGAL DESCRIPTION

THE NORTH 15.00 FEET OF LOT 3, MARGOLO ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, AT PAGE 37, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

CONTAINING 1500.00 SQUARE FEET MORE OR LESS.

SURVEYOR'S NOTES

1. BEARING BASIS IS THE NORTH LINE OF LOT 3 HAVING A PLATTED BEARING OF EAST.
2. THIS IS NOT A SURVEY.
3. THIS LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF 2 SHEETS, WITH SHEET 2 BEING THE SKETCH OF DESCRIPTION.
4. 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.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION COMPLIES WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 5J-17.050 - 17.052.

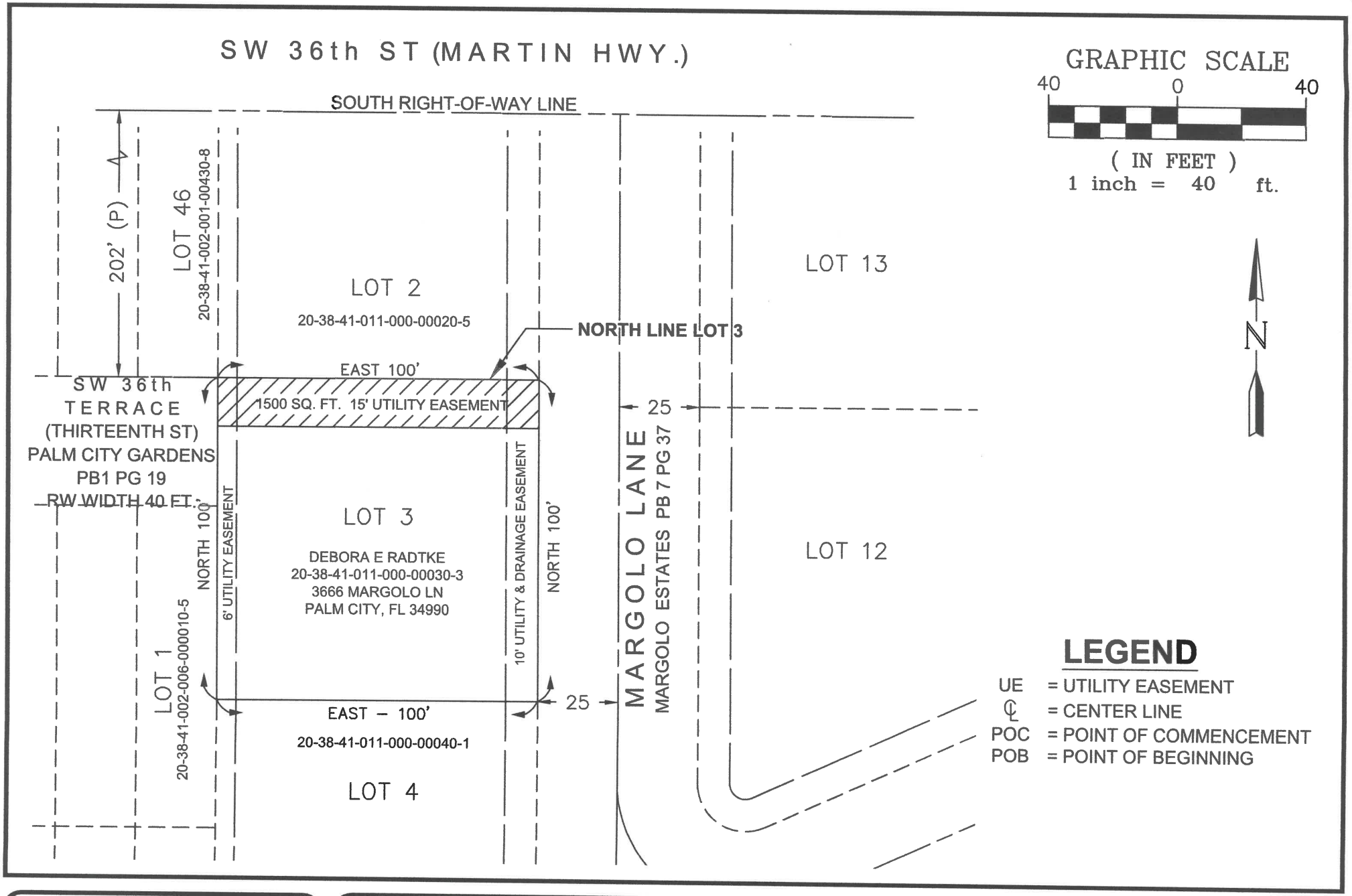
GREGORY S FLEMING, P.S.M.
FLORIDA REGISTRATION NO. 4350

8/15/20
DATE

NORTHSTAR GEOMATICS
617 NW BAKER ROAD
PO BOX 2371, STUART, FLORIDA 34995
(772)781-6400 (772)781-6462 FAX
LICENSED BUSINESS NO. 7217

SKETCH AND LEGAL DESCRIPTION OF
15' WIDE UTILITY EASEMENT
FOR
MARTIN COUNTY UTILITIES
MARTIN COUNTY, FLORIDA

SHEET NO. 1 OF 2
PROJECT NO. 20-050



NORTHSTAR GEOMATICS
617 NW BAKER ROAD
PO BOX 2371, STUART, FLORIDA 34995
(772)781-6400 (772)781-6462 FAX
LICENSED BUSINESS NO. 7217

SKETCH AND LEGAL DESCRIPTION OF
15' WIDE UTILITY EASEMENT
FOR
MARTIN COUNTY UTILITIES
MARTIN COUNTY, FLORIDA

SHEET NO. 2
OF 2
PROJECT NO. 20-050

Agenda Item Summary

File ID: 21-0472 CNST-8 **Meeting Date:** 3/9/2021

PLACEMENT: Consent

TITLE:

REQUEST THAT THE COUNTY GRANT A UTILITY EASEMENT TO FLORIDA POWER & LIGHT COMPANY (FPL) FOR ADDED ELECTRICAL SERVICE ON COUNTY OWNED PROPERTY FOR STUART JET CENTER AT WITHAM FIELD

EXECUTIVE SUMMARY:

FPL has requested approval of an easement for electrical service required by Stuart Jet Center for their west campus parcel at Witham Field.

DEPARTMENT: Public Works

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

REQUESTED BY: George Stokus, Assistant County Administrator

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

1. Agreement drafted by: Florida Power & Light
2. Parties to the agreement: Martin County - Grantor
   FPL - Grantee
3. Purpose of the agreement: Provide electrical service for Stuart Jet Center at Witham Field
4. New/Renewal/Modified: New
5. Duration: Perpetual
6. Benefits to Martin County: Additional electrical service at Witham Field for Stuart Jet Center
7. Cost to Martin County: Minimal recording costs

FPL has requested a Utility Easement for added underground electrical service on County owned property at Witham Field in Stuart. In compliance with Section 139.50, General Ordinances, Martin

County Code, prior to granting this easement, the Board must consider the following:

1. The easement will facilitate provisions of the utility's service on the entire County parcel for airport operations and will provide added value for future public use of the facility.
2. The new underground service will provide the needed connection for service along the Stuart Jet Center west parcel.
3. The easement will not interfere with use of the County property.
4. The easement is to be placed along the west side of the Stuart Jet Center parcel, which will provide greater access to future connectivity within Witham Field.
5. There is no consideration to be paid by FPL for this easement.
6. FPL has agreed to cooperate in moving the easement if the County should require.

A sketch and legal description for the Utility Easement has been provided and reviewed by the County Surveyor.

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 grant Florida Power & Light Company the utility easement 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 alternative action.

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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form at www.martin.fl.us/accessibility-feedback <http://www.martin.fl.us/accessibility-feedback>.

MARTIN COUNTY
PUBLIC WORKS DEPARTMENT
REAL PROPERTY # 3603

Florida Power & Light (FPL) Easement at Stuart Jet Center





NOT TO SCALE
2017 AERIAL

EXHIBIT ONLY

CSegura 11/3/17

EASEMENT

Sec. 10, Twp 38 S, Rge 41 E

PCN: 10-38-41-000-001-00000-1
(Maintained by County Appraiser)

This Instrument Prepared By:
Carla T. Segura, FRP
Real Property Division
for: Martin County
2401 SE Monterey Road
Stuart, FL 34996
Real Property Project #3603

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns ("FPL"), a nonexclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including wires, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Together with the right to lay cable and conduit within the easement and to operate the same for utility purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all obstructions within the easement area. Grantee hereby expressly agrees that in the event Grantee abandons the use of the easement premises described herein for the purpose herein expressed, the Easement granted hereby shall become null and void, and all rights in and to the said easement premises shall revert to the Grantor. Grantee shall, at its sole expense, relocate its facilities lying within the easement to cooperate in Grantor's request to relocate the easement.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 2021.

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

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EXHIBIT "A"

LEGAL DESCRIPTION

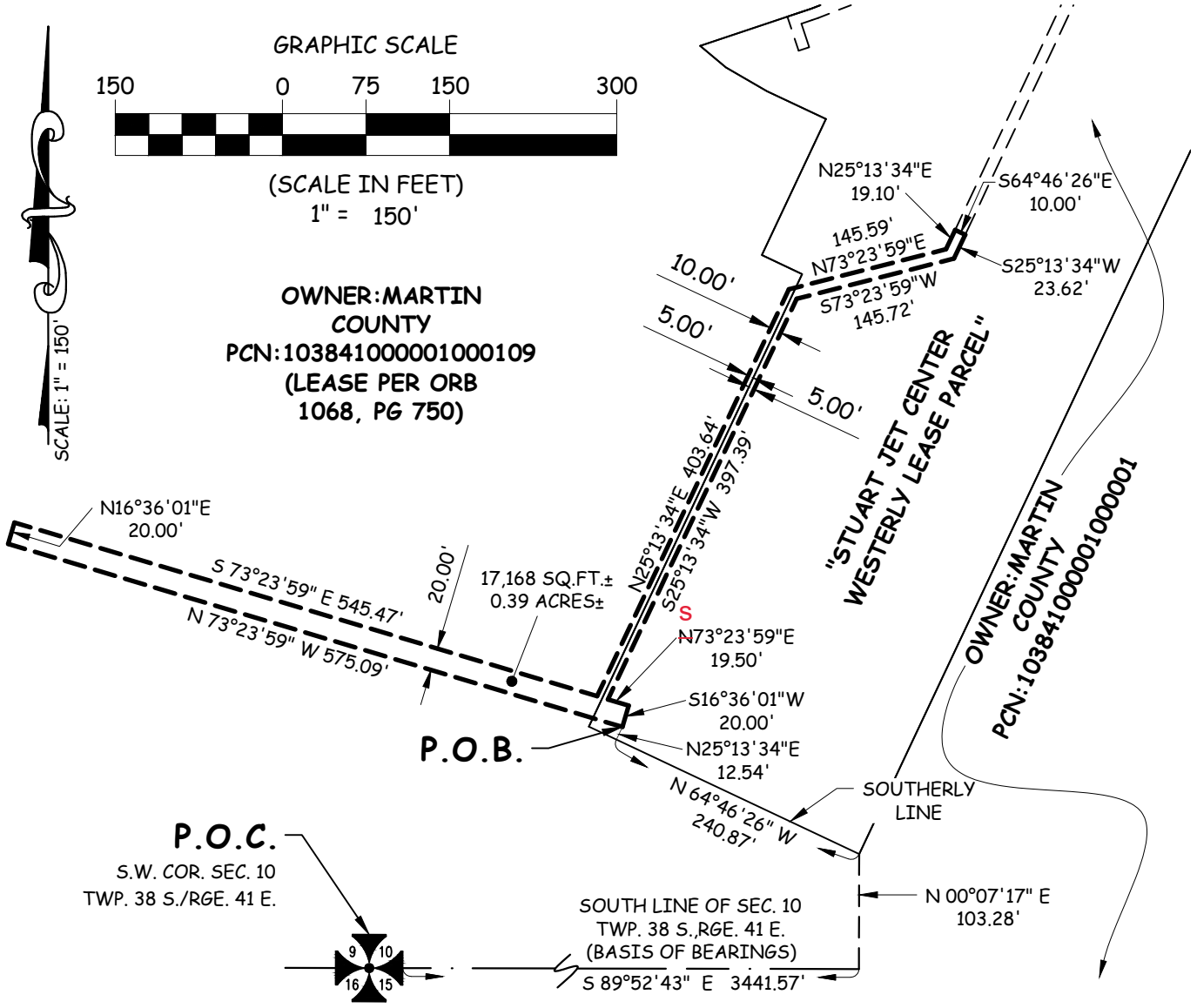
A PARCEL OF LAND FOR UTILITY EASEMENT LYING IN A PORTION OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, SAID PARCEL OF LAND FOR UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE SOUTH 89°52'43" EAST ALONG THE SOUTH LINE OF SAID SECTION 10, A DISTANCE OF 3441.57 FEET; THENCE NORTH 00°07'17" EAST, A DISTANCE OF 103.28 FEET TO A POINT ON THE SOUTHERLY LINE OF THE STUART JET CENTER WESTERLY LEASE PARCEL; THENCE NORTH 64°46'26" WEST ALONG THE SAID SOUTHERLY LINE OF THE STUART JET CENTER WESTERLY LEASE PARCEL, A DISTANCE OF 240.87 FEET; THENCE BEARING NORTH 25°13'34" EAST, A DISTANCE OF 12.54 FEET TO THE **POINT OF BEGINNING**; THENCE BEARING NORTH 73°23'59" WEST, A DISTANCE OF 575.09 FEET; THENCE BEARING NORTH 16°36'01" EAST, A DISTANCE OF 20.00 FEET; THENCE BEARING SOUTH 73°23'59" EAST, A DISTANCE OF 545.47 FEET; THENCE BEARING NORTH 25°13'34" EAST, A DISTANCE OF 403.64 FEET; THENCE BEARING 73°23'59" EAST, A DISTANCE OF 145.59 FEET; THENCE BEARING NORTH 25°13'34" EAST, A DISTANCE OF 19.10 FEET; THENCE BEARING SOUTH 64°46'26" EAST, A DISTANCE OF 10.00 FEET; THENCE BEARING SOUTH 25°13'34" WEST, A DISTANCE OF 23.62 FEET; THENCE BEARING SOUTH 73°23'59" WEST, A DISTANCE OF 145.72 FEET; THENCE BEARING SOUTH 25°13'34" WEST, A DISTANCE OF 397.39 FEET; THENCE BEARING SOUTH 73°23'59" EAST, A DISTANCE OF 19.50 FEET; THENCE BEARING SOUTH 16°36'01" WEST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

SAID UTILITY EASEMENT CONTAINING WITHIN SAID BOUNDS 17,168 SQUARE FEET (0.394 ACRES) MORE OR LESS.

JOB No.: 19-1031	DRAWN BY: P. SUTHARD			SKETCH AND LEGAL DESCRIPTION OF UTILITY EASEMENT FOR STUART JET CENTER
	APPROVED BY: R. KEMERSON			
	SCALE: N/A			
SHEET: 1 OF 2	DATE: 2/9/21			
	FIELD BOOK/PAGES N/A	PCS	2/16/21	REVISED PER COMMENTS
		BY:	DATE:	REVISIONS

VELCON ENGINEERING & SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION NO. LB 8206
590 NW PEACOCK BLVD, SUITE 8
PORT ST. LUCIE, FLORIDA 34986
PHONE (772) 879-0477
Web Site: www.velconfl.com



SKETCH OF DESCRIPTION

BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH LINE OF SECTION 10, TOWNSHIP 38 SOUTH, RANGE 41 EAST, HAVING A ASSUMED BEARING OF S 89°52'43" E, ALL OTHER BEARINGS ARE RELATIVE THERETO.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

NOT VALID WITHOUT PAGE 1 OF 2

THIS IS NOT A BOUNDARY SURVEY.

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LEGEND

COR.	= CORNER
ORB	= OFFICIAL RECORD BOOK
PCN	= PARCEL CONTROL NUMBER
PG	= PAGE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
SEC.	= SECTION
SQ.FT.	= SQUARE FEET
RNG.	= RANGE
TWP.	= TOWNSHIP

ROBERT F. KEMERSON
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # 6285

JOB No.:	19-1031
DRAWN BY:	P. SUTHARD
APPROVED BY:	R. KEMERSON
SCALE:	1" = 150'
DATE:	2/9/21
SHEET:	2 OF 2
FIELD BOOK/PAGES	--

BY:	DATE:	REVISIONS
PCS	2/16/21	REVISED PER COMMENTS

SKETCH AND LEGAL DESCRIPTION
OF UTILITY EASEMENT
FOR STUART JET CENTER

VELCON ENGINEERING & SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION NO. LB 8206
590 NW PEACOCK BLVD, SUITE 8
PORT ST. LUCIE, FLORIDA 34986
PHONE (772) 879-0477
Web Site: www.velconfl.com

Agenda Item Summary

File ID: 21-0482 CNST-9 **Meeting Date:** 3/9/2021

PLACEMENT: Consent

TITLE:

REQUEST APPROVAL OF INTERLOCAL AGREEMENT WITH TREASURE COAST REGIONAL PLANNING COUNCIL FOR PINEAPPLE PARK MASTER PLAN

EXECUTIVE SUMMARY:

Board approval is requested for the execution of an Interlocal Agreement between the Martin County Board of County Commissioners (BOCC) and the Treasure Coast Regional Planning Council (TCRPC) to assist the County in conducting the public engagement process and master site plan development assistance for the Pineapple Park master site plan. The Interlocal Agreement was inadvertently left off the February 16, 2021, BOCC Agenda.

DEPARTMENT: Public Works

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

REQUESTED BY: George Dzama, Capital Projects Administrator and Dr. Kim Delaney, TCRPC

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

1. Documents Drafted by:	Martin County and TCRPC
2. Parties to the Agreement/Contract:	Treasure Coast Regional Planning Council Martin County Board of County Commissioners
3. Purpose:	Formalize assignment of responsibilities for the Pineapple Park Master Plan.
4. New/Renewal/Modification:	New
5. Duration:	Perpetual
6. Benefits to Martin County:	Clear assignment of responsibilities
7. Costs to Martin County:	$10,000.00

The County is contracted with CARDNO, Inc. to administer the Pineapple Park master site plan development. CARDNO, Inc. is instructed, upon execution of an Interlocal Agreement with TCRPC, to coordinate with TCRPC in leading the public engagement process and utilize input from TCRPC for finalizing the master site plan. Accordingly, the TCRPC Scope of Work is anticipated to include the following: (1) due diligence and field review to confirm background conditions; (2) conduct focus group interviews with key community groups; (3) facilitate public workshops to gather public input regarding community desires; (4) participate in master plan design review process; and (5) participate in meetings with County staff and the County's consultant as noted in the project schedule.

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 approve the Interlocal Agreement with TCRPC.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda and direct staff.

FISCAL IMPACT:

RECOMMENDATION

None

Funding Source	County Funds	Non-County Funds
District 1 - Commission MSTU Funds	$10,000.00	
Subtotal	$10,000.00	
Project Total	$10,000.00	

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☐ Other:

INTERLOCAL AGREEMENT
BETWEEN MARTIN COUNTY
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL

This Interlocal Agreement is entered into this ____ day of _____, 2021 by and between the Martin County, Florida (herein referred to as "the County"), and Treasure Coast Regional Planning Council (herein referred to as "Council"), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the need and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the County Commission of the Martin County, Florida has determined the creation of a new master plan for Pineapple Park to be in the best interest of the residents of Martin County and has engaged a park planning consultant to undertake this effort; and

WHEREAS, the County has identified a need for a public engagement process to gather public input and assist with the development of the master plan, and has asked the Council to lead it in cooperation with the park planning consultant; and

WHEREAS, the County and the Council desire to enter into an agreement to conduct this public engagement and participate in the development of the new master plan for Pineapple Park.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

SECTION 1. PURPOSE

A. The purpose of this Agreement is for the County to contract with the Council to assist the County in conducting the public engagement process for the Pineapple Park master plan.

B. The County and Council agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

SECTION 2. GENERAL TERMS AND CONDITIONS

A. This Agreement shall begin upon execution by both parties and shall end when the deliverables are complete as identified in the schedule contained in Attachment A unless terminated earlier in accordance with Section 4 of this Agreement.
B. The Council shall fully perform the obligations identified in Scope of Work as identified in Attachment "A" of this Agreement to the satisfaction of the County.
C. The County and Council agree to be governed by applicable State and Federal laws, rules and regulations.
D. Modifications of this Agreement may be requested by any party. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each party and attached to the original Agreement.
E. The County agrees to:
    1. Perform those tasks assigned to it in the Scope of Work as shown in Attachment "A";
    2. Ensure coordination between its park planning consultant and Council; and
    3. Process all requests for payment in a timely manner

SECTION 3. RECORD KEEPING

A. All records submitted by the Council shall be kept for three years after the termination of this Agreement and shall be sufficient and complete to verify compliance with the requirements of this Agreement.
B. The Council shall allow access to its records during normal business hours and upon reasonable advance requests of the County, its employees and agents.

SECTION 4. TERMINATION

This Agreement may be terminated for convenience by either party on thirty (30) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) days of written notice and diligently complete the correction thereafter. The County shall be obligated to pay Council for only its work completed up to the date of termination pursuant to this paragraph.

SECTION 5. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in Martin County, State of Florida. 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.

SECTION 6. INDEMNIFICATION

Each party to this Agreement agrees, subject to the limitations of Section 768.28, Florida Statutes, to assume responsibility for loss, injury or damage to persons or property caused by its own negligence or willful misconduct directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

SECTION 7. SEVERABILITY

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Interlocal Agreement.

SECTION 8. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by parties hereto.

SECTION 9. NOTICE AND CONTACT

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the County:

County Administrator – Taryn Kryzda
County Administrative Center, 2401 SE Monterey Road, Stuart, Florida 34996

County Attorney – Sarah Woods
County Administrative Center, 2401 SE Monterey Road, Stuart, Florida 34996

For The Council:

Thomas J. Lanahan – Executive Director
421 SW Camden Avenue, Stuart, Florida 34994

SECTION 10. FUNDING/CONSIDERATION

A. This is a fixed fee Agreement. As consideration for performance of work rendered under this Agreement, the County agrees to pay the Council a fixed fee of Ten Thousand and 00/100 Dollars ($10,000), including travel (in accordance with Section 112.061, Florida Statutes), out-of-pocket

expenses (printing and reproduction costs), mail, couriers and other costs related to the services provided, and excluding advertising and meeting venue expenses.

B. The satisfactory completion of deliverables by the Council, as accepted by the County, and submission of an invoice to the County shall be considered the Council's request for payment according to the schedule contained in Attachment "A". The County shall pay the Council within forty-five (45) days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act.

SECTION 11. INVALIDITY OF CLAUSES

The validity of any portion, article, section, paragraph, provision, clause, or any portion thereof of the Agreement shall have no effect upon the validity of any other part or portion hereof.

SECTION 12. VENUE

To the extent allowed by law, the venue for any action arising from this Agreement shall be in Martin County, Florida.

SECTION 13. ATTORNEY'S FEES

Any costs or expense (including reasonable attorney's fees) associated with the enforcement of the terms and for conditions of this Agreement shall be borne by the respective parties.

SECTION 14. DELEGATION OF DUTY

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the County or the Council.

SECTION 15. FILING

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Martin County pursuant to Section 163.01(11), Florida Statutes.

SECTION 16. EQUAL OPPORTUNITY PROVISION

The County and the Council agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, creed, political affiliation, age, family status, pregnancy, gender identity, or sexual orientation be excluded from the benefits of, or be subject to any form of discrimination under any activity carried out in the performance of the Agreement.

SECTION 17. EFFECTIVE DATE

This Agreement shall become effective upon its approval by the County Commission, and the Executive Director of the Treasure Coast Regional Planning Council, the due execution thereof by the

proper officer of the Treasure Coast Regional Planning Council and the County, and the filing of a certified copy hereof with the Clerk of the Circuit Court of Martin County, Florida.

SECTION 18. PUBLIC RECORDS.

Council shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, Council shall:

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

B. Upon request from the County's custodian of public records, provide the County 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, Florida Statutes, or as otherwise provided by law.

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

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

IF THE COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, PUBLIC_RECORDS@MARTIN.FL.US, MARTIN COUNTY, ATTN: PUBLIC RECORDS LIAISON, 2401 SE MONTEREY ROAD, STUART, FLORIDA 34996.

The failure of Council to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST:

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

Martin County

By: _____
Stacey Hetherington, Chair
Board of County Commissioners

Approved as to form and legal sufficiency:

By: _____
Sarah W. Woods
County Attorney

ATTEST:

By: _____
Phyllis Castro
Accounting Manager

Treasure Coast Regional Planning Council

By: _____
Thomas J. Lanahan
As its Executive Director

ATTACHMENT A
SCOPE OF WORK

FOR PLANNING ASSISTANCE REGARDING THE PINEAPPLE PARK MASTER PLAN

DECEMBER 8, 2020

PROJECT DESCRIPTION

Martin County seeks to request the services of the Treasure Coast Regional Planning Council (TCRPC) to assist in the development of a master plan update for Pineapple Park. It is understood the County will retain a park planning consultant (County consultant) who will lead the planning and design process, and TCRPC will lead the public engagement process to gather public input and assist with the development of the master plan. Accordingly, the Scope of Work is anticipated to include the following: (1) due diligence and field review to confirm background conditions; (2) conduct focus group interviews with key community groups; (3) facilitate public workshops to gather public input regarding community desires; (4) participate in master plan design process; and (5) participate in meetings with County staff and the County's consultant as noted in the project schedule.

The key elements of TCRPC planning services shall include:

- Review background and regulatory conditions as provided by County staff.
- Facilitate three (3) focus group interviews with community representatives and two (2) community workshops to gather public input to assist with the development of the master plan.
- Participate in up to four (4) meetings with County staff and the County's consultant as noted in the project schedule.
- Participate in two design sessions with the County's consultant to provide input as derived through the focus group interviews and community workshops.

SCOPE OF WORK

<u>Task 1:</u> Kick-off and Due Diligence

TCRPC will participate in a project kickoff meeting with County staff to clarify project goals, review background data, and gather relevant information. The County's consultant will facilitate this

meeting and be responsible for meeting notes and follow-up actions. TCRPC will also participate in a field assessment to confirm existing conditions.

Task 2: Master Plan Development

TCRPC will lead the community engagement process for the development of the master plan and participate in design sessions and meetings with County staff to assist with the development of the master plan. Prior to the development of the draft plan, TCRPC will facilitate three (3) focus group interviews with community groups as identified by County staff (e.g., softball, baseball, soccer) and the County's consultant. Subsequently, TCRPC will participate in a master plan design session for the development of the draft master plan, led by the County's consultant, to provide input as discerned through the focus group interviews.

Following development of the master plan concepts by the County's consultant and a meeting with County staff, TCRPC will facilitate two community workshops to gather public input and present ideas for community feedback. TCRPC will prepare and present PowerPoint presentations that summarize existing park conditions, park utilization, and potential opportunities as well as various design concepts as developed by the County's consultant. County staff will be responsible for workshop logistics, venue, advertising, and public notice. TCRPC will provide summaries of public input derived from the focus group interviews and workshops and will participate in a second design session for the development of the final master plan.

Anticipated Project Schedule

The anticipated project schedule below indicates tasks, lead entity (e.g., TCRPC, County consultant), and anticipated timeframe.

TASK DESCRIPTION		ANTICIPATED SCHEDULE							
TASK 1 KICKOFF & DUE DILIGENCE		2020				2021			
		SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
1.1	Staff Meeting 1 (Kickoff) (County Consultant leads)	Staff Mtg 1							
1.2	Review of Base Data and Field Work (County Consultant leads)		Base Data, Field Work						
1.3	Environmental Due Diligence (County Consultant leads)		Env Due Diligence						
TASK 2	MASTER PLAN DEVELOPMENT	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
2.1	Focus Group Interviews 1 (TCRPC leads)		Focus Groups						
2.2	Design Session 1 (County Consultant leads)		Design Session 1						
2.3	Staff Meeting 2 (Review of 3 concepts) (County Consultant leads)			Staff Mtg 2					
2.4	Workshop 1 (TCRPC leads)				Workshop 1				
2.5	Design Session 2 (County Consultant leads)					Design Session 2			
2.6	Master Plan - Draft (County Consultant leads)					Master Plan - Draft			
2.7	Staff Meeting 3 (Review of Master Plan - Draft) (County Consultant leads)						Staff Mtg 3		
2.8	Workshop 2 (TCRPC leads)							Workshop 2	
2.9	Master Plan - Final (County Consultant leads)								Master Plan - Final

Project Deliverables

TCRPC will provide the following deliverables through the course of the project:

DELIVERABLE	FORMAT	ANTICIPATED TIMEFRAME
Summary of Field Review	One electronic copy, PDF format	4th Quarter 2020
Summary of Focus Group Interviews	One electronic copy, MS Word & PDF formats	4th Quarter 2020
Workshop Presentations and Summaries of Public Input	One electronic copy, PowerPoint, MS Word & PDF formats	1st Quarter 2021

Fees and Reimbursable Expenses

Professional services paid for by Martin County as described in this scope of services will be performed for a fixed fee in the amount of $10,000. Estimated costs per task are included as Attachment 1. This includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the professional services. Council will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops, meeting venue costs, or meeting refreshments. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Work section of this Agreement will be billed at a rate of $200.00 per hour.

KEY ACTION	% OF TOTAL	FEE
Notice to Proceed by County Staff	25%	$2,500
Completion of Focus Group Interviews and Transmittal of Interview Summaries	25%	$2,500
Completion of Workshop 1 and Transmittal of Workshop Presentation and Summary	25%	$2,500
Completion of Workshop 2 and Transmittal of Workshop Presentation and Summary	25%	$2,500
TOTAL	**100%**	**$10,000**

ATTACHMENT 1
PROJECT COMPONENTS & FEE SCHEDULE

PINEAPPLE PARK - PROJECT FEES REV. 9/30/2020		
TASK 1	**KICKOFF & DUE DILIGENCE**	
1-1	Staff Meeting 1 (Kickoff) (County consultant leads)	$350
1-2	Review of Base Data & Field Work (County consultant leads)	$700
1-3	Environmental Due Diligence (County consultant leads)	n/a
	SUB-TOTAL	$1,050
TASK 2	**MASTER PLAN DEVELOPMENT**	
2-1	Focus Group Interviews (TCRPC leads)	$1,375
2-2	Design Session 1 (County consultant leads)	$1,175
2-3	Staff Meeting 2 (Review of 3 concepts) (County consultant leads)	$500
2-4	Workshop 1 (TCRPC leads)	$2,275
2-5	Design Session 2 (County consultant leads)	$675
2-6	Master Plan – Draft (County consultant leads)	$350
2-7	Staff Meeting 3 (Review of Master Plan - Draft) (County consultant leads)	$850
2-8	Workshop 2 (TCRPC leads)	$1,400
2-9	Master Plan - Final (County consultant leads)	$350
	SUB-TOTAL	$8,950

TOTAL	**$10,000**

ATTACHMENT A
SCOPE OF WORK

FOR PLANNING ASSISTANCE REGARDING
THE PINEAPPLE PARK MASTER PLAN

JANUARY 26, 2021

PROJECT DESCRIPTION

Martin County seeks to request the services of the Treasure Coast Regional Planning Council (TCRPC) to assist in the development of a master plan update for Pineapple Park. It is understood the County will retain a park planning consultant (County consultant) who will lead the planning and design process, and TCRPC will lead the public engagement process to gather public input and assist with the development of the master plan. Accordingly, the Scope of Work is anticipated to include the following: (1) due diligence and field review to confirm background conditions; (2) conduct focus group interviews with key community groups; (3) facilitate public workshops to gather public input regarding community desires; (4) participate in master plan design process; and (5) participate in meetings with County staff and the County's consultant as noted in the project schedule.

The key elements of TCRPC planning services shall include:

- Review background and regulatory conditions as provided by County staff.

- Facilitate three (3) focus group interviews with community representatives and two (2) community workshops to gather public input to assist with the development of the master plan.

- Participate in up to four (4) meetings with County staff and the County's consultant as noted in the project schedule.

- Participate in two design sessions with the County's consultant to provide input as derived through the focus group interviews and community workshops.

SCOPE OF WORK

<u>Task 1:</u> Kick-off and Due Diligence

TCRPC will participate in a project kickoff meeting with County staff to clarify project goals, review background data, and gather relevant information. The County's consultant will facilitate this

meeting and be responsible for meeting notes and follow-up actions. TCRPC will also participate in a field assessment to confirm existing conditions.

Task 2: Master Plan Development

TCRPC will lead the community engagement process for the development of the master plan and participate in design sessions and meetings with County staff to assist with the development of the master plan. Prior to the development of the draft plan, TCRPC will facilitate three (3) focus group interviews with community groups as identified by County staff (e.g., softball, baseball, soccer) and the County's consultant. Subsequently, TCRPC will participate in a master plan design session for the development of the draft master plan, led by the County's consultant, to provide input as discerned through the focus group interviews.

Following development of the master plan concepts by the County's consultant and a meeting with County staff, TCRPC will facilitate two community workshops to gather public input and present ideas for community feedback. TCRPC will prepare and present PowerPoint presentations that summarize existing park conditions, park utilization, and potential opportunities as well as various design concepts as developed by the County's consultant. County staff will be responsible for workshop logistics, venue, advertising, and public notice. TCRPC will provide summaries of public input derived from the focus group interviews and workshops and will participate in a second design session for the development of the final master plan.

Anticipated Project Schedule

The anticipated project schedule below indicates tasks, lead entity (e.g., TCRPC, County consultant), and anticipated timeframe.

TASK DESCRIPTION		ANTICIPATED SCHEDULE							
		2021							
TASK 1	KICKOFF & DUE DILIGENCE	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
1.1	Staff Meeting 1 (Kickoff) (County Consultant leads)	Staff Mtg 1							
1.2	Review of Base Data and Field Work (County Consultant leads)		Base Data, Field Work						
1.3	Environmental Due Diligence (County Consultant leads)		Env Due Diligence						
TASK 2	MASTER PLAN DEVELOPMENT	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
2.1	Focus Group Interviews 1 (TCRPC leads)		Focus Groups						
2.2	Design Session 1 (County Consultant leads)		Design Session 1						
2.3	Staff Meeting 2 (Review of 3 concepts) (County Consultant leads)			Staff Mtg 2					
2.4	Workshop 1 (TCRPC leads)				Workshop 1				
2.5	Design Session 2 (County Consultant leads)					Design Session 2			
2.6	Master Plan - Draft (County Consultant leads)					Master Plan - Draft			
2.7	Staff Meeting 3 (Review of Master Plan - Draft) (County Consultant leads)						Staff Mtg 3		
2.8	Workshop 2 (TCRPC leads)							Workshop 2	
2.9	Master Plan - Final (County Consultant leads)								Master Plan - Final

Project Deliverables

TCRPC will provide the following deliverables through the course of the project:

DELIVERABLE	FORMAT	ANTICIPATED TIMEFRAME
Summary of Field Review	One electronic copy, PDF format	2nd Quarter 2021
Summary of Focus Group Interviews	One electronic copy, MS Word & PDF formats	2nd Quarter 2021
Workshop Presentations and Summaries of Public Input	One electronic copy, PowerPoint, MS Word & PDF formats	3rd Quarter 2021

Fees and Reimbursable Expenses

Professional services paid for by Martin County as described in this scope of services will be performed for a fixed fee in the amount of $10,000. Estimated costs per task are included as Attachment 1. This includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the professional services. Council will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops, meeting venue costs, or meeting refreshments. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Work section of this Agreement will be billed at a rate of $200.00 per hour.

KEY ACTION	% OF TOTAL	FEE
Notice to Proceed by County Staff	25%	$2,500
Completion of Focus Group Interviews and Transmittal of Interview Summaries	25%	$2,500
Completion of Workshop 1 and Transmittal of Workshop Presentation and Summary	25%	$2,500
Completion of Workshop 2 and Transmittal of Workshop Presentation and Summary	25%	$2,500
TOTAL	**100%**	**$10,000**

ATTACHMENT 1
PROJECT COMPONENTS & FEE SCHEDULE

PINEAPPLE PARK - PROJECT FEES REV. 1/26/2021		
TASK 1	**KICKOFF & DUE DILIGENCE**	
1-1	Staff Meeting 1 (Kickoff) (County consultant leads)	$350
1-2	Review of Base Data & Field Work (County consultant leads)	$700
1-3	Environmental Due Diligence (County consultant leads)	n/a
	SUB-TOTAL	$1,050
TASK 2	**MASTER PLAN DEVELOPMENT**	
2-1	Focus Group Interviews (TCRPC leads)	$1,375
2-2	Design Session 1 (County consultant leads)	$1,175
2-3	Staff Meeting 2 (Review of 3 concepts) (County consultant leads)	$500
2-4	Workshop 1 (TCRPC leads)	$2,275
2-5	Design Session 2 (County consultant leads)	$675
2-6	Master Plan – Draft (County consultant leads)	$350
2-7	Staff Meeting 3 (Review of Master Plan - Draft) (County consultant leads)	$850
2-8	Workshop 2 (TCRPC leads)	$1,400
2-9	Master Plan - Final (County consultant leads)	$350
	SUB-TOTAL	$8,950

TOTAL	**$10,000**

Agenda Item Summary

File ID: 21-0375 B&C-1 **Meeting Date:** 3/9/2021

PLACEMENT: Board and Committee Appointments

TITLE:

CONSTRUCTION INDUSTRY LICENSING BOARD APPOINTMENTS

EXECUTIVE SUMMARY:

After solicitation of applicants, the Board is asked to make the necessary appointments to the Construction Industry Licensing Board.

DEPARTMENT: Administration

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

REQUESTED BY: Sharyl McCreary, Building Permits Administrator

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Section 43, Article 1 “Construction Industry Licensing Board” General Ordinances, Martin County Code, provides, “There shall be a County board known as the Construction Industry Licensing Board of Martin County, Florida, hereinafter referred to as the “CILB”, which shall consist of nine members appointed by the Board of County Commissioners.

Prior to appointment, each member of the CILB shall be a registered voter in Martin County and all contractor members shall have been actively operating in the construction industry in Martin County for at least three consecutive years as a County-licensed or State-certified contractor. No member shall hold another elective public office or be an employee of Martin County or any municipality within Martin County. The CILB shall have nine members and be composed of the following:

2, each of whom shall be either a general, building or residential contractor;
1 electrical contractor;
1 plumbing contractor;
1 heating, air conditioning, refrigeration, ventilation contractor, hereinafter HARV;
1 registered architect or registered engineer; and
3 consumer representatives who are not and have never been members or practitioners of any profession regulated by the Martin County Construction Industry Licensing Board or a member of any closely related profession.

After the initial appointment, all appointments shall be for a three-year term beginning on November 30. The member's term of office shall terminate earlier at the pleasure of the Board of County Commissioners, or automatically if the member: ceases to be a registered voter in Martin County, ceases to be qualified pursuant to Section 43.2 (Qualifications of Members), or fails to attend three successive, regularly scheduled, monthly meetings.

The Construction Industry Licensing Board meets in the Commission Chambers at 4:00 PM usually on the fourth Wednesday of each month. Their agendas are published to the County's web site in a timely manner.

On January 25, 2021, Administration staff advised Charlene Oakowsky that her term will expire on March 23, 2021. Ms. Oakowsky was sent an application to complete and return if so desired.

An Information Release soliciting applicants was emailed via Constant Contact to the Outreach Martin email lists which includes local Chambers of Commerce, local businesses, local media, and citizens (well over 2,600 recipients). The Information Release was also posted to the County's web page under News.

During the January 27, 2021 Construction Industry Licensing Board meeting, Douglas Baumgarten announced his retirement from the Board effective immediately. Per previous Board direction, Administration Staff sent Mr. Baumgarten a framed Certificate of appreciation and a letter thanking him for his serving (since 2012) which were signed by the Chair.

Administration Staff confirmed through the Supervisor of Elections Office that the applicants listed below are Martin County registered voters as required.

The Administration Staff will advise all the applicants of the Commission's decision which will include Sunshine Law information to the appointed individuals. A Chair letter and framed Certificate of Appreciation will be mailed to Ms. Oakowsky if she is not reappointed. The Chair will sign the letter/certificate.

ISSUES:

The Board is asked to appoint two individuals to the Construction Industry Licensing Board. One appointment should be to complete the term of Mr. Baumgarten and end November 29, 2021. The second appointment should be for a term ending November 29, 2022.

During the course of the review of this agenda item, it was discovered that due to numerous changes in the consumer representative positions over the years, the terms currently held by Ms. Oakowsky and the third consumer representative, Corey Weiner, are not consistent with the requirement of Section 43.2 to have staggered three-year terms for the consumer representatives beginning on November 30th. This issue can be rectified within the attached draft resolution appointing one consumer representative to a term beginning immediately and ending November 29, 2021; appoint one individual for a term to begin March 24, 2021 and ending November 29, 2022; and extending the term of Corey Weiner to November 29, 2023. A voting sheet is attached.

Gregory Donald
Geraldine Genco Dube
Charlene Oakowsky (incumbent)
Stephen Fry
Nancy Lapierre

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 Construction Industry Licensing Board for a term to begin immediately and end November 29, 2021; appoint one individual for a term to begin March 24, 2021, and end November 29, 2022; and extend the term of Corey Weiner to November 29, 2023. In addition, the Board is asked to authorize the Chair to sign the Resolution of Appointment and any letters/certificates.

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:

Construction Industry Licensing Board

Created Pursuant to Code s. 43.1

Powers & Duties:
Pursuant to a request by the Board of County Commissioners, to make its special knowledge and expertise available to any official, department, board, or agency. Examination of contractor's license holders and applicants. Licensing of contractors. Review of violations of chapter by license holders. The CILB shall be the Adjustment and Appeals Board pursuant to Sections 21.20 and 21.21, General Ordinances, Martin County Code. The CILB shall be the Local Construction Regulation Board (Section 489.113(4) FS).

How Appointed:
Prior to appointment, each member of the CILB shall be a registered voter in Martin County and all contractor members shall have been actively operating in the construction industry in Martin County for at least three consecutive years as a County-licensed or State-certified contractor. No member shall hold another elective public office or be an employee of Martin County or any municipality within Martin County. The CILB shall have nine members and be composed of the following:

2 members, each of whom shall be either a general, building, or residential contractor;
1 electrical contractor;
1 plumbing contractor;
1 heating, air conditioning, refrigeration, ventilation contractor (HARV);
1 registered architect or registered engineer; and
3 consumer representatives who are not and have never been members or practitioners of any profession regulated by the CILB or a member of any closely related profession.

Terms:
The Board of County Commissioners shall make the following appointments to the CILB for the terms beginning November 30, 2010: 1 member who is either a general, building, or residential contractor shall be appointed for a 1 year term; 1 member who is either a general, building, or residential contractor shall be appointed for a 3 year term; 1 member who is an electrical contractor shall be appointed for a 1 year term; 1 member who is a plumbing contractor shall be appointed for a 2 year term; 1 member who is a HARV contractor shall be appointed for a 3 year term; 1 member who is a registered architect or registered engineer shall be appointed for a 2 year term; 1 consumer representative shall be appointed for a 1 year term; 1 consumer representative shall be appointed for a 2 year term; 1 consumer representative shall be appointed for a 3 year term. Thereafter, all appointments shall be for a 3-year term beginning on November 30. The member's term of office shall terminate earlier at the pleasure of the Board of County Commissioners, or automatically if the member: ceases to be a registered voter in Martin County; ceases to be qualified as outlined above; or fails to attend three successive, regularly scheduled, monthly meetings. Members shall serve without compensation, but may receive actual and necessary expenses incurred in the performance of their official duties.

Meetings: The CILB shall meet at least once a month unless no issues are on the agenda for that particular month. The CILB may meet at such other times as it deems necessary.

Staff Liaison: Sharyl McCreary, Building Permits Administrator

Member	Position	Appointed	Term End
Corey Weiner	Consumer Representative	03/06/2020	03/05/2023
Douglas Baumgarten	Consumer Representative - RESIGNED	12/04/2012	11/29/2021
Charlene Oakowsky	Consumer Representative	06/18/2019	03/23/2021
Michael Pettengill	Electrical Contractor	05/06/2014	11/29/2023
Werner Bols	General, Building, or Residential Contractor	11/19/1985	11/29/2023
Jeff Bowers	General, Building, or Residential Contractor	03/19/2019	11/29/2022
Kevin Sharkey	HARV Contractor	04/09/1996	11/29/2022
William Isadore	Plumbing Contractor	12/04/2012	11/29/2021
John Creswell	Registered Architect or Registered Engineer	12/04/2012	11/29/2021

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ARTICLE 1. - CONSTRUCTION INDUSTRY LICENSING BOARD[2]

Footnotes:

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Cross reference— Administration, ch. 1.

Sec. 43.1. - Established; composition; appointment of members.

There shall be a County board known as the Construction Industry Licensing Board of Martin County, Florida, hereinafter referred to as the "CILB", which shall consist of nine members appointed by the Board of County Commissioners.

(Ord. No. 629, pt. 1, 5-27-2003)

Sec. 43.2. - Qualifications of members.

Prior to appointment, each member of the CILB shall be a registered voter in Martin County and all contractor members shall have been actively operating in the construction industry in Martin County for at least three consecutive years as a County-licensed or State-certified contractor. No member shall hold another elective public office or be an employee of Martin County or any municipality within Martin County. The CILB shall have nine members and be composed of the following:

43.2.A. Two members, each of whom shall be either a general, building or residential contractor.

43.2.B. One electrical contractor.

43.2.C. One plumbing contractor.

43.2.D. One heating, air conditioning, refrigeration, ventilation contractor, hereinafter HARV.

43.2.E. One registered architect or registered engineer.

43.2.F. Three consumer representatives who are not, and have never been members or practitioners of any profession regulated by the Martin County Construction Industry Licensing Board or a member of any closely related profession.

(Ord. No. 629, pt. 1, 5-27-2003; Ord. No. 885, pt. 1, 10-26-2010)

Sec. 43.3. - Terms of members.

The Board of County Commissioners shall make the following appointments to the CILB for the terms beginning November 30, 2010:

One member who is a either a general, building or residential contractor shall be appointed for a one-year term beginning November 30, 2010.

One member who is a either a general, building or residential contractor shall be appointed for a three-year term beginning November 30, 2010.

One member who is an electrical contractor shall be appointed for a one-year term beginning November 30, 2010.

One member who is a plumbing contractor shall be appointed for a two-year term beginning November 30, 2010.

One member who is a HARV contractor shall be appointed for a three-year term beginning November 30, 2010.

One member who is a registered architect or registered engineer shall be appointed for a two-year term beginning November 30, 2010.

One consumer representative shall be appointed for a one-year term beginning November 30, 2010.

One consumer representative shall be appointed for a two-year term beginning November 30, 2010.

One consumer representative shall be appointed for a three-year term beginning November 30, 2010.

Thereafter, all appointments shall be for a three-year term beginning on November 30. The member's term of office shall terminate earlier at the pleasure of the Board of County Commissioners, or automatically if the member:

43.3.A. Ceases to be a registered voter in Martin County.

43.3.B. Ceases to be qualified pursuant to Section 43.2.

43.3.C. Fails to attend three successive, regularly scheduled, monthly meetings.

(Ord. No. 629, pt. 1, 5-27-2003; Ord. No. 885, pt. 1, 10-26-2010)

Sec. 43.4. - Salary and expenses of members.

Members shall serve without compensation, but may receive actual and necessary expenses incurred in the performance of their official duties.

(Ord. No. 629, pt. 1, 5-27-2003; Ord. No. 885, pt. 1, 10-26-2010)

Sec. 43.5. - Meetings.

The CILB shall meet at least once a month unless no issues are on the agenda for that particular month. The CILB may meet at such other times as it deems necessary.

(Ord. No. 629, pt. 1, 5-27-2003; Ord. No. 885, pt. 1, 10-26-2010)

Sec. 43.6. - Officers.

The officers of the CILB shall be the chairman and the vice-chairman.

(Ord. No. 629, pt. 1, 5-27-2003; Ord. No. 885, pt. 1, 10-26-2010)

Sec. 43.7. - Qualifications and duties of chairman and vice-chairman.

The chairman and vice-chairman shall be members of the CILB and shall be elected by the members at the first meeting in January each year and shall serve one year or until their successors are elected. The officers shall be eligible for reelection. The chairman shall preside at the meetings. The vice-chairman shall act in the absence of the chairman and may exercise any and all powers of the chairman during such absence.

(Ord. No. 629, pt. 1, 5-27-2003; Ord. No. 885, pt. 1, 10-26-2010)

Sec. 43.8. - Role of the Building Department.

The Building Department shall serve as the staff to the CILB.

(Ord. No. 629, pt. 1, 5-27-2003; Ord. No. 885, pt. 1, 10-26-2010)

Sec. 43.9. - Reserved.

Editor's note— Part 1 of Ord. No. 885, adopted Oct. 26, 2010, deleted § 43.9, which pertained to unlawful financial interests of construction industry licensing department employees, and derived from Ord. No. 629, adopted May 27, 2003.

Sec. 43.10. - Reserved.

Editor's note— Part 1 of Ord. No. 885, adopted Oct. 26, 2010, deleted § 43.10, which pertained to custodian of records, and derived from Ord. No. 629, adopted May 27, 2003.

Sec. 43.11. - Reserved.

Editor's note— Part 1 of Ord. No. 885, adopted Oct. 26, 2010, deleted § 43.11, which pertained to engineer, and derived from Ord. No. 629, adopted May 27, 2003.

Sec. 43.12. - Secretary.

The County shall provide a Secretary to record the meetings and prepare the minutes of the CILB.

(Ord. No. 629, pt. 1, 5-27-2003; Ord. No. 885, pt. 1, 10-26-2010)

Sec. 43.13. - Attorney.

The County Attorney or designee shall serve as legal advisor to the CILB.

(Ord. No. 629, pt. 1, 5-27-2003; Ord. No. 885, pt. 1, 10-26-2010)

Sec. 43.14. - Reserved.

Editor's note— Part 1 of Ord. No. 885, adopted Oct. 26, 2010, deleted § 43.14, which pertained to recording of minutes, and derived from Ord. No. 629, adopted May 27, 2003.

Sec. 43.15. - Rules of procedure.

Five members of the CILB shall constitute a quorum for the purpose of conducting meetings. All matters shall be decided by majority vote of the members present. At a hearing, any party may appear in person or through a designated representative. The CILB may, from time to time, adopt such other rules of procedure as it deems fit and proper, provided that they do not conflict with this chapter.

(Ord. No. 629, pt. 1, 5-27-2003; Ord. No. 885, pt. 1, 10-26-2010)

Sec. 43.16. - Powers and duties.

The CILB shall have the following powers and duties:

43.16.A. *Knowledge and expertise.* Pursuant to a request by the Board of County Commissioners, to make its special knowledge and expertise available to any official, department, board or agency.

43.16.B. *Examination of contractor's license holders and applicants.* To examine or cause to be examined holders of contractor's licenses within the County or applicants for such license, in accordance with the requirements of this chapter.

43.16.C. *Licensing of contractors.* To license contractors pursuant to the requirements of this chapter.

43.16.D. *Review of violations of chapter by license holders.* On its own motion or the notarized written complaint of any person, the CILB may investigate the action of any contractor, qualifying agent or financially responsible officer and take appropriate disciplinary action if the contractor, qualifying agent, or financially responsible officer has committed any one or more of the acts or omissions constituting cause for disciplinary action as set out in this chapter.

43.16.E. *Adjustments and Appeals Board.* The CILB shall be the Adjustment and Appeals Board pursuant to Sections 21.20 and 21.21, General Ordinances, Martin County Code. The CILB, as the Adjustments and Appeals Board, may hear appeals from decisions of municipal Building Officials within Martin County, provided that the municipality has enacted an appropriate ordinance designating the County Adjustments and Appeals Board as the appropriate board to hear such appeals.

43.16.F. *Construction Regulation Board.* Pursuant to Section 489.113(4), Florida Statutes, CILB shall be the Local Construction Regulation Board.

(Ord. No. 629, pt. 1, 5-27-2003; Ord. No. 742, pt. 4, 2-6-2007; Ord. No. 885, pt. 1, 10-26-2010)

Secs. 43.17—43.39. - Reserved.

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: Jan. 25, 2021
Contact: Donna Gordon, Administration, 772.288.5756 or dgordon@martin.fl.us

Construction Industry Licensing Board Vacancy

The Martin County Board of County Commissioners is seeking applications from individuals interested in being considered for appointment to fill a position on the **Construction Industry Licensing Board**. All individuals serve without compensation and are requested to submit an Application for Appointment to Martin County Administration **by Friday, February 12,** 2021. For an Application, please call 288.5756 or send email to dgordon@martin.fl.us.

Vacant Position: **Consumer Representative** who is not and has never been a member or practitioner of any profession regulated by the Construction Industry Licensing Board or a member of any closely related profession.

Prior to appointment, each member of the Board shall be a registered voter in Martin County. No member shall hold elective public office or be an employee of Martin County or any municipality within the County. The member's term of office shall terminate earlier at the pleasure of the Board of County Commissioners, or automatically if the member: ceases to be a registered voter in Martin County; ceases to be qualified as outlined above; or fails to attend three successive, regularly scheduled, monthly meetings.

Florida law prohibits an advisory board member from doing business with its agency (the County). Section 112.313(3) and (7), Fla. Stat.

POWERS & DUTIES

1. Advise the Board of County Commissioners in matters affecting contractors or construction industry.
2. Examination of contractor's license holders and applicants therefore.
3. Licensing of contractors.
4. Review of violations by license holders.
5. Shall be the appeals and adjustment board.

Meetings are typically held on the fourth Wednesday of each month at 4:00 pm in the Commission Chambers of the Administrative Center. The next few meetings are scheduled for: January 27, February 24, March 24, April 28, May 26, and June 23.

~end~

DG/ADM

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 21-3.x

A RESOLUTION PERTAINING TO THE APPOINTMENT OF MEMBERS TO THE CONSTRUCTION INDUSTRY LICENSING BOARD

WHEREAS, the Construction Industry Licensing Board was established and specifies the number of members pursuant to Section 43.1, General Ordinances, Martin County Code; and

WHEREAS, Section 43.2 establishes the required qualifications of such members; and

WHEREAS, the following individuals meet the described qualifications and are aware of the purpose, duties, and responsibilities of service on the Construction Industry Licensing Board.

NOW THEREFORE BE IT RESOLVED THAT, the Board of County Commissioners hereby appoints the following individuals to serve on the Construction Industry Licensing Board for terms as listed below:

X – Consumer Representative – March 24, 2021 and end November 29, 2022
X – Consumer Representative – March 9, 2021 and end November 29, 2021

In addition, the term of Consumer Representative Corey Weiner is hereby extended to end November 29, 2023, in order to achieve consistency with Section 43. 2.

Duly adopted this 9th day of March 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:

KRISTA A. STOREY,
SENIOR ASSISTANT COUNTY ATTORNEY

APPLICATION FOR APPOINTMENT – Martin County Construction Industry Licensing Board – Please Print

Type of Member: ☐ Contractor ☑ Consumer

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

RECEIVED
By Donna Gordon at 8:40 am, Feb 15, 2021

Name: Gregory Donald

Residence Address: 232 SW Indian Grove Drive Stuart FL 34994
Street/City/Zip Code

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

Commission District in which you reside: 2dg Staff will complete.

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

_____

Telephone numbers: daytime: 772-214-8825 alternate: _____ alternate: _____
Area Codes are considered 772 unless you note otherwise.

EMAIL: _____

- Are you a Martin County registered voter? ☑ yes ☐ no

- All **Contractor** members shall have been actively operating in the construction industry in Martin County *for at least three consecutive years* as a County-licensed or State-certified contractor. **Please check which applies:**
  - ☐ general, building, or residential contractor
  - ☐ plumbing contractor
  - ☐ registered architect or registered engineer
  - ☐ electrical contractor
  - ☐ HARV contractor

Any disciplinary actions? _____ If yes, please explain: _____

_____

- No member shall hold elective public office or be a public employee or a public official, except in his or her capacity as a member of such board.

- If applying for a **Consumer** position, have you ever been a contractor or a member of any profession regulated by the Board or a member of any closely related profession? ☐ yes ☑ no

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:

→ CONTINUED →

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: _____

Employment Experience: I am a very interested long time Martin County resident that is interested in helping shape the future of the city and county that I love. I am a professional airline pilot but I truly want the best for the place that we have raised our children and plan to spend our retirement.

Other experience you feel would be helpful to the Board in making this appointment: My father was a professional contractor in Pinellas County for over 40 years. He taught me the basics with regards to how to build responsibly. He was the sole masonry contractor for the development called Top of the World in Clearwater and Ocala Florida. Through this I have a basic understanding of responsible building.

Community Experience and Affiliations: _____

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

→ CONTINUED →

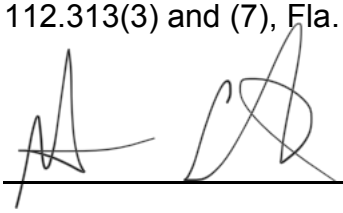
REFERENCES: Please list two references:

Josh Luecht, Pastor, Calvary Chapel Palm City, 772-214-8788

Susanna Angles Stuart, FL. 772-267-0359

- Board members *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.

Text

Signature:  Date: 02/14/2021

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, February 12**, 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 Construction Industry Licensing Board – Please Print

ENTERED
FEB -8 2021

Type of Member: ☐ Contractor ☒ Consumer

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

Name: STEPHEN FRY

Residence Address: 154 S.E. WELLS DRIVE STUART 34996
Street/City/Zip Code

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

Commission District in which you reside: 1 Staff will complete.

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

Telephone numbers: daytime: [redacted] alternate: 287-1529 alternate: _____
Area Codes are considered 772 unless you note otherwise.

EMAIL: stephenfry154@bellsouth.net

- Are you a Martin County registered voter? ☒ yes ☐ no ✓

- All **Contractor** members shall have been actively operating in the construction industry in Martin County *for at least three consecutive years* as a County-licensed or State-certified contractor. **Please check which applies:**
  - ☐ general, building, or residential contractor
  - ☐ electrical contractor
  - ☐ plumbing contractor
  - ☐ HARV contractor
  - ☐ registered architect or registered engineer

Any disciplinary actions? N/A If yes, please explain: _____

- No member shall hold elective public office or be a public employee or a public official, except in his or her capacity as a member of such board.

- If applying for a **Consumer** position, have you ever been a contractor or a member of any profession regulated by the Board or a member of any closely related profession? ☐ yes ☒ no

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:

→ CONTINUED →

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.

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. JOURNALISM, UF; J.D., UF 1977

Employment Experience: COUNTY ATTORNEY 1980-1982; 2001-2012
PRIVATE PRACTICE 1982-2001; U.S. ARMY 1969-1972
CURRENTLY RETIRED

Other experience you feel would be helpful to the Board in making this appointment: AS ASS'T COUNTY ATTORNEY, 1977-1980, I DRAFTED THE ORIGINAL CICB ORDINANCE

Community Experience and Affiliations: LIBRARY FOUNDATION, TYKES & TEENS, LYRIC THEATER AMONG OTHERS THROUGH THE YEARS

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

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

→ CONTINUED →

REFERENCES: Please list two references:

JOE M'CARTY 772 287 6735

GUY PARKER 561 262 7094

- Board members *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: _____ Date: 2/5/2021

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, February 12**, 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 Construction Industry Licensing Board – Please Print

Type of Member: ☐ Contractor ☒ Consumer

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

RECEIVED
By Donna Gordon at 10:42 am, Jan 25, 2021

Name: Geraldine Genco Dube

Residence Address: 11971 SE Birkdale Run, Tequesta, FL 33469
Street/City/Zip Code

Mailing Address: same
(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: 561-745-3893 alternate: 561-371-3947 alternate:
Area Codes are considered 772 unless you note otherwise.

EMAIL: GGenco@me.com

- Are you a Martin County registered voter? ☒ yes ☐ no

- All **Contractor** members shall have been actively operating in the construction industry in Martin County *for at least three consecutive years* as a County-licensed or State-certified contractor. **Please check which applies:**
  - ☐ general, building, or residential contractor
  - ☐ plumbing contractor
  - ☐ registered architect or registered engineer
  - ☐ electrical contractor
  - ☐ HARV contractor

Any disciplinary actions? _____ If yes, please explain: _____

- No member shall hold elective public office or be a public employee or a public official, except in his or her capacity as a member of such board.

- If applying for a **Consumer** position, have you ever been a contractor or a member of any profession regulated by the Board or a member of any closely related profession? ☐ yes ☒ no

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:

→ CONTINUED →

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: _____

attached

Employment Experience: _____

attached

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

Prior Board Member: Loxahatchee River Coordinating Management Council; Chamber of Commerce: Public Safety Pension Board, Employee Pension Board, Former Council Member & Mayor of Tequesta.

Current Board Membe of the Securities Experts Roundtable (mentoring professionals in dispute resolution) Arbitrator for Financial Industry Regulatory Authority (a/k/a FINRA).

Community Experience and Affiliations: See above

Other County Boards/Committees/Task Forces on which you have served: none

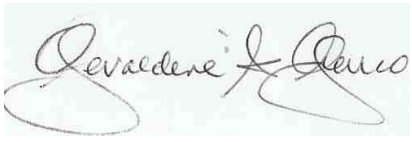
Do you or any member of your immediate family work for Martin County or hold a position that might conflict with your duties for this Board/Committee/Task Force? If yes, please explain: NO

→ CONTINUED →

REFERENCES: Please list two references:

Catherine Harding, 1 Bunker Place, Tequesta Fl 561 801 4347 / Marge Ketter, 7088 Rivers Edge Jupiter, FL 561 747 9487 MargeKetter36@gmail.com / Virginia Sherlock, 618 South Ocean Drive #5, Stuart, Fl, 772 287 0200 VSherlock@lshlaw.net

- Board members *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.



January 25, 2021

Signature: _____ Date: _____

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, February 12**, 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.

GERALDINE A. GENCO (DUBE)

11971 SE BIRKDALE RUN
TEQUESTA, FL 33469
PH: 561 745 3893
GGENCO@ME.COM

BIO...

In 1987 Ms. Genco began working at Chemical Bank's corporate offices in New York as Compliance Director for the banks wholly owned Private Banking affiliate. Formerly the corporate head of compliance for three national broker/dealer (BD) Firms and registered investment advisor(s) (RIA), some areas of her industry experience include CRD and IARD registration, operations, compliance administration, advertising, supervision, private placements, variable annuities and Anti-Money Laundering. She has designed and implemented exception-reporting (MIS) systems, as well as trained and monitored personnel for adherence with multilateral regulations, internal policies and product suitability.
In 1995 she also began working as a consultant and expert witness. Her Clients have included the Securities and Exchange Commission, the State of Florida Division of Securities & Finance, attorneys, brokerage and advisory firms.

EMPLOYMENT...

GERALDINE A. GENCO, CONSULTING
BROKERAGE & INVESTMENT ADVISORY CONSULTING SERVICES
PROPRIETOR **November 1995 through Present**
Provider of compliance and litigation consulting for broker/dealers and investment advisors. Consulting services include compliance audits, systems design, regulatory conformance advice, forms, manuals, procedures and regulatory filings. Litigation support (Respondent or Plaintiff) provided for mediation, arbitration and court proceeding, expert reports, case assessment, and testimony. Areas typically cover investment advisory and broker dealer regulations, supervision, suitability and damages.

JOSEPH CHARLES & ASSOC. FL **1993 through May of 1996**
Bear Stearns Correspondent, Regional Brokerage firm, marketing retail investment products.
VICE PRESIDENT, COMPLIANCE DIRECTOR
Designed and implemented compliance and operations procedures and manuals. Supervised CRD registrations and transitions, advertising and compliance with house policies and industry rules. Firm liaison with regulatory authorities as well performed client services.

J & W SELIGMAN AND CO. INC. NYC **1991 through 1992**
ASSISTANT VICE PRESIDENT, COMPLIANCE DIRECTOR
Director of Compliance for holding corporation, with compliance responsibility for the Trust Company, Transfer Agent, Registered broker/dealer, Registered Investment Adviser and (Mutual Fund) Investment Company. Monitored and updated compliance procedures and management information systems for Registered Investment Adviser and broker/dealer.

THE PORTFOLIO GROUP, INC. NYC **1987 through 1991**
a subsidiary of Chemical Bank

COMPLIANCE OFFICER, CORPORATE SECRETARY
The first person to hold this appointment, responsibilities included the interpretation of regulatory requirements and authoring and implementing supervisory and compliance manuals. Designed a management information system for compliance, and formalized records maintenance procedures. Served as Corporate Secretary maintained corporate records, corporate minutes. Directed the dissolution of 2 Chemical Bank affiliated corporations and the absorption of their 2.5 billion dollar client base.

EXAMS PASSED/QUALIFIED

General Securities Principal (Series 24)
Registered Representative (Series 7)
Investment Banking Representative (Series 79)
Operations Professional (Series 99)
Uniform Investment Adviser Law Exam (Series 65)
Uniform Securities Law Exam (Series 63)

MISCELLANEOUS

Arbitrator, American Arbitration Association and Financial Industry Regulatory Authority
2001- 2002 Florida Atlantic University Advisory Committee Member
1976 A.S. Cum Laude Broward College
Attending Bellevue University, graduation 2021
Trustee, Juno Tequesta Beach Chamber of Commerce, 2001- 2002
Trustee, General Employees & Public Safety Pension Plan 2002 -2006
Financial Administrator for RA Dube MD, Inc. 2011 – 2016
Board Member of the Loxahatchee River Management Coordinating Council, 2000-2006
Mayor Emeritus & Council Member - Village of Tequesta, 2000 – 2007
Member of Jupiter Hospital Ambassadors, 2005 to date
Member of the Lighthouse Center of the Arts, 2005 to date, 2011 Fundraiser Chair
Former President & Current Board Member of the Securities Experts Roundtable, Inc., a 501(c)6 non-profit business league
2016 Guest Lecturer U of Miami School of Law on Broker/Dealer & Advisory Supervision

APPLICATION FOR APPOINTMENT – Martin County Construction Industry Licensing Board – Please Print

ENTERED
FEB 11 2021

Type of Member: ☐ Contractor ☒ Consumer

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

Name: Nancy Lapierre

Residence Address: 1350 SW Dyer Pt Rd, Palm City 34990
Street/City/Zip Code

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

Commission District in which you reside: 5 Staff will complete.

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

Telephone numbers: daytime: 954-294-6164 alternate: 954-474-0495 alternate: _____
Area Codes are considered 772 unless you note otherwise.

EMAIL: NLapierre@Lapierrelaw.com

- Are you a Martin County registered voter? ☒ yes ☐ no July 2000

- All **Contractor** members shall have been actively operating in the construction industry in Martin County *for at least three consecutive years* as a County-licensed or State-certified contractor. **Please check which applies:**
  - ☐ general, building, or residential contractor
  - ☐ plumbing contractor
  - ☐ registered architect or registered engineer
  - ☐ electrical contractor
  - ☐ HARV contractor

Any disciplinary actions? _____ If yes, please explain: _____

- No member shall hold elective public office or be a public employee or a public official, except in his or her capacity as a member of such board.

- If applying for a **Consumer** position, have you ever been a contractor or a member of any profession regulated by the Board or a member of any closely related profession? ☐ yes ☒ no

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:

→ CONTINUED →

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 resume

Employment Experience: see resume

Other experience you feel would be helpful to the Board in making this appointment: Paid member Board of Directors for Desjardins Bank and multiple committees for 8 years.

Community Experience and Affiliations: Consumer protection information sessions with The Florida and Quebec Bar Associations

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

→ CONTINUED →

REFERENCES: Please list two references:

Bruno Morin Desjardins Bank - see attached letter 514-893-7263

Bruce Freedman - Attorney

- Board members *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: _____ Date: 2/11/21

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, February 12**, 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.

Nancy Lapierre
1350 SW Dyer Point Road
Palm City, FL 34990
Telephone: 954-294-6164
Email: nlapierre@lapierrelaw.com

February 11, 2021

Dear Madam or Sir:

Enclosed herewith you will find my application for appointment to the Martin County Construction Industry licensing board. I recently relocated to Palm City and am wanting to become involved in the community and would truly appreciate the chance to give back by lending my advisory skills to an organization such as yours.

I have been a practicing attorney and business owner for almost 25 years. I bring a comprehensive set of legal advising skills. With this background and knowledge, I believe that I would serve as an excellent advisor for the board of Construction and Industry Licensing.

In addition to practicing law, I also had the opportunity to acquire substantial experience during a tenure of 8 years as member of the Board of Directors for a large Canadian Bank. While on the Board of Directors for Desjardins Bank, I was nominated to sit on many committees, including the executive committee, audit committee and compliance committee. I pride myself on having had perfect attendance during my service with Desjardins Bank. This experience I believe would be of service to this community.

I also abide by the highest ethical standards in the legal profession. I am confident that I would be a good fit for your needs as a member of the Construction Industry Licensing Board. Should you have any questions or if you would like to meet me in person, please contact me at your convenience. Thank you for your time and consideration.

Very truly yours

Nancy Lapierre, Esq.

NL/jb
Enclosures

1350 SW Dyer Point Road
Palm City, FL 34990

Phone 954-294-6164
Fax 954-380-8618
E-mail: nlapierre@lapierrelaw.com

Nancy Lapierre, ESQ

Work experience

2001 - Present Nancy Lapierre, PA

Owner

Sole practitioner owner of personal injury and insurance litigation firm.

Responsible for all aspect of law practice from client meeting to litigation, marketing and administration.

2011 – 2019 Desjardins Bank

Member Board of Directors – Audit, Compliance, Executive Committees.

Education

1995 – 1997 Nova Southeastern University Fort Lauderdale

Juris Doctor (Magna Cum Laude)

Graduated top 3% of class

1994 – 1997 University of Ottawa – School of Law Ottawa, Canada

LLL (Civil Law)

1992 - 1994 College Region Amiante Quebec, Canada

DEC (Social Studies)

Professional memberships

American Association for Justice

Better Business Bureau – A+ Rating

Broward County Bar Association

Florida Bar (Member Number 126284)

Florida Justice Association

Martindale-Hubbell – AV Rating

Martin County Bar Association

Million Dollar Advocates Forum

Multi-Million Dollar Advocates Forum

Palm Beach County Bar Association

United Stated District Court – Southern District of Florida

Languages

English and French

Desjardins
Bank

NOTRE FIERTÉ,
VOUS SERVIR DEPUIS 1992!
PROUD TO SERVE YOU SINCE 1992!

January 28, 2021

To Whom It May Concern:

I am writing in reference to Ms. Nancy Lapierre and her position as a Director at Desjardins Bank, N.A. (the "Bank") from April 18, 2011 to April 19, 2019.

During her tenure as member of the Board of Directors, Ms. Lapierre was also an active Member of the following Board Committees:

- The Executive Committee
- The Audit Committee
- The Compliance Committee

Ms. Lapierre diligently attended all meetings requiring her attendance. Her involvement and participation were always greatly appreciated by her fellow Board Members. More specifically, her legal expertise, in-depth knowledge of the local financial market, involvement with our main customer base, and commitment to excellent customer service were all great assets to the Bank.

I am pleased to recommend Ms. Lapierre without reservation for a position of Board/Committee Member within your organization.

Feel free to contact me directly at bruno.morin@desjardins.com should you need further information.

Sincerely,

Bruno Morin
Chairman of the Board of Directors
Desjardins Bank, N.A.

Hallandale Beach (siège social)
1001 East Hallandale Beach Blvd.
Hallandale Beach, Florida 33009-4429
Télécopieur: 954-457-7927

Pompano Beach (succursale)
2741 East Atlantic Blvd.
Pompano Beach, Florida 33062-4941
Télécopieur: 954-785-2115

Lauderhill (succursale)
7329 West Oakland Park Blvd.
Lauderhill, Florida 33319
Télécopieur: 954-578-7325

Boynton Beach (succursale)
1070 Gateway Blvd., Suite 102
Boynton Beach, Florida 33426
Télécopieur: 561-877-4719

Téléphone: 1-800-454-5058

LAW OFFICES OF
BRUCE H. FREEDMAN, P.A.

Telephone (954) 802-7797 • E-Mail bhfreedmanpa@aol.com

Bruce H. Freedman
Board Certified Civil Trial Attorney

February 11, 2021

To Whom It May Concern:

I am writing in reference to Nancy Lapierre, who is an Attorney with whom I had the opportunity to work as co-counsel on multiple severe accident cases.

I am a Board Certified Trial Attorney and have practiced law for 39 years. Nancy is the most helpful to her clients that I have ever experienced. One of the more difficult factors to deal with after a person has been involved in a serious crash is the unknown. She takes the time to understand and acknowledge her client's injuries and make sure they are fully compensated. She is professional, honest and highly ethical.

I recommend without reservation Nancy Lapierre for any position within your organization.

Should you require additional information or have any questions, do not hesitate to contact me.

Very truly yours,

Bruce Freedman, Esq.

1420 Northwest 101st Terrace • Plantation, FL 33322

APPLICATION FOR APPOINTMENT – Martin County Construction Industry Licensing Board – Please Print

Type of Member: ☐ Contractor ☑ Consumer

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

RECEIVED
By Donna Gordon at 10:31 am, Jan 26, 2021

Name: Charlene Oakowsky **Incumbent**

Residence Address: 9320 SE Aster Lane Stuart FL 34997
Street/City/Zip Code

Mailing Address: 8771 SE Bridge Rd #113 Hobe Sound FL 33455
(if different) Street/City/Zip Code

Commission District in which you reside: 2dg Staff will complete.

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

Telephone numbers: daytime: 772.215.0660 alternate: _____ alternate: _____
Area Codes are considered 772 unless you note otherwise.

EMAIL: charlene@oakproperties.com

- Are you a Martin County registered voter? ☑ yes ☐ no

- All **Contractor** members shall have been actively operating in the construction industry in Martin County *for at least three consecutive years* as a County-licensed or State-certified contractor. **Please check which applies:**
  - ☐ general, building, or residential contractor
  - ☐ plumbing contractor
  - ☐ registered architect or registered engineer
  - ☐ electrical contractor
  - ☐ HARV contractor

Any disciplinary actions? _____ If yes, please explain: _____

- No member shall hold elective public office or be a public employee or a public official, except in his or her capacity as a member of such board.

- If applying for a **Consumer** position, have you ever been a contractor or a member of any profession regulated by the Board or a member of any closely related profession? ☐ yes ☑ no

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:

→ CONTINUED →

TYPE OF OFFENCES: DUI

DATES: 1997

PLACES (city/state): Stuart FL

SENTENCES OR FINES: 6 months probation

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: _____

Employment Experience: Real Estate Broker; Property Manager
Rental property owner since 1996

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

Community Experience and Affiliations: _____

Other County Boards/Committees/Task Forces on which you have served: _____
Affordable Housing; Hobe Sound Advisory

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

→ CONTINUED →

REFERENCES: Please list two references:

Phoebe Byrd 215.1481

Roxanne Tokes 631.7832

- Board members *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: _____ Date: 1.26.2021

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, February 12**, 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.

Construction Industry Licensing Board

March 9, 2021

Appoint: 2 Consumer Representatives

District 1 Commissioner **Smith**	District 2 Commissioner **Hetherington**	District 3 Commissioner **Jenkins**	District 4 Commissioner **Heard**	District 5 Commissioner **Ciampi**
Mr. Gregory Donald	Mr. Gregory Donald	Mr. Gregory Donald	Mr. Gregory Donald	Mr. Gregory Donald
Mr. Stephen Fry	Mr. Stephen Fry	Mr. Stephen Fry	Mr. Stephen Fry	Mr. Stephen Fry
Mrs. Geraldine Genco Dube	Mrs. Geraldine Genco Dube	Mrs. Geraldine Genco Dube	Mrs. Geraldine Genco Dube	Mrs. Geraldine Genco Dube
Mrs. Nancy Lapierre	Mrs. Nancy Lapierre	Mrs. Nancy Lapierre	Mrs. Nancy Lapierre	Mrs. Nancy Lapierre
Ms. Charlene Oakowsky *	Ms. Charlene Oakowsky *	Ms. Charlene Oakowsky *	Ms. Charlene Oakowsky *	Ms. Charlene Oakowsky *

* = incumbent

One term will begin March 9, 2021 and expire November 29, 2021.

One term will begin March 24, 2021 and end March 22, 2024.

File ID: 21-0376 B&C-2 **Meeting Date:** 3/9/2021

PLACEMENT: Board and Committee Appointments

TITLE:

ANIMAL CARE AND CONTROL OVERSIGHT BOARD APPOINTMENT

EXECUTIVE SUMMARY:

After solicitation of applicants, the Board is asked to make the necessary appointment to the Animal Care and Control Oversight Board.

DEPARTMENT: Administration

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

REQUESTED BY: Staff Liaison

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Animal Care and Control Oversight Board was established on January 10, 2017 by Resolution No. 17-1.6. The Animal Care and Control Oversight Board has the duty and responsibility to advise/make recommendations to the Board of County Commissioners regarding the care and control of domestic animals through ordinances, policies, requirements, fulfillment of specific and related contract(s) and make recommendations regarding animal care and control initiatives authorized by the Board of County Commissioners. The Animal Care and Control Oversight Board shall be comprised of five members. The Board of County Commissioners shall appoint four at-large members who are required to be Martin County residents licensed in Veterinary Medicine or are animal care professionals with shelter experience. The entity contracted for the provision of animal care, control, and disposition services is authorized to appoint one representative. The Sheriff is authorized to designate a liaison from the Martin County Sheriff's Office Animal Services Unit.

The term of each member shall be determined at the time of their appointment. At the initial appointment to the Animal Care and Control Oversight Board the terms of office of the members shall be for 4 years, except that three of the members first appointed shall be designated to serve terms of 1, 2, and 3 years, respectively, from the date of their appointments, and all other members shall be designated to serve for terms of 4 years from the date of their appointments. A vacancy occurring during a term shall be filled for the unexpired term. Each member shall hold office until his or her successor has been appointed and has qualified. Appointments for the representatives of the Martin

County Sheriff and animal care, control, and disposition services vendor shall be at the discretion of the appointing authority.

The Animal Care and Control Oversight Board now meets biannually or more frequently as directed by the Animal Care and Control Oversight Board Chair or a majority of the members per Resolution No. 20-11.1. Their agendas are published to the County's web site in a timely manner.

The Administration Staff advised Dr. Richard Smith that his term will expire on March 27, 2021. The incumbent was provided an Application for Appointment to complete and return if so desired.

An Information Release soliciting applicants for the at-large position 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 2,600 recipients). The Information Release was also posted to the County's web page under News.

The Administration Staff will advise the applicants of the Commission's decision which includes Sunshine Law information to the appointed individual. A Chair letter and Certificate of Appreciation will be mailed to Dr. Smith if he is not reappointed. The Chair will sign the letter and certificate.

ISSUES:

The Board is asked to appoint one individual to the Animal Care and Control Oversight Board for a four-year term to begin March 28, 2021 and end March 27, 2025. A voting sheet is attached.

Richard E. Smith (incumbent) Richard Alan Strauss

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 Animal Care and Control Oversight Board for a four -year term to begin March 28, 2021 and end March 27, 2025 and authorize the Chair to sign the Resolution of Appointment and letter/certificate as needed.

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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Animal Care and Control Oversight Board

Created pursuant to Resolution No. 17-1.6 and amended pursuant to Resolution No. 20-11.1

Powers & Duties:
The Animal Care and Control Oversight Board is hereby created and shall have the duty and responsibility to advise/make recommendations to the Board of County Commissioners regarding the care and control of domestic animals through ordinances, policies, requirements fulfillment of specific and related contract(s) and make recommendations regarding animal care and control initiatives authorized by the Board.

How Appointed:
The Animal Care and Control Oversight Board shall be comprised of five (5) members. The Board shall appoint four (4) at-large members who are required to be Martin County residents licensed in Veterinary Medicine or are animal care professionals with shelter experience. The entity contracted for the provision of animal care, control, and disposition services is authorized to appoint one (1) representative.

The Martin County Sheriff is authorized to designate a liaison from the Martin County Sheriff's Office Animal Services Unit.

Terms:
The term of each member shall be determined at the time of their appointment. At the initial appointment to the Animal Care and Control Oversight Board the terms of office of the members shall be for 4 years, except that three of the members first appointed shall be designated to serve terms of 1, 2, and 3 years, respectively, from the date of their appointments, and all other members shall be designated to serve for terms of 4 years from the date of their appointments. A vacancy occurring during a term shall be filled for the unexpired term. Each member shall hold office until his or her successor has been appointed and has qualified. Appointments for the representatives of the Martin County Sheriff and animal care, control, and disposition services vendor shall be at the discretion of the appointing authority.

Meetings:
The Animal Care and Control Oversight Board shall meet biannually or more frequently as directed by the Animal Care and Control Oversight Board Chair or a majority of the members. Three members shall constitute a quorum for the purpose of conducting meetings. Failure to attend three consecutive meetings is grounds for automatic removal from the Board. Representatives of the Martin County Sheriff and animal care, control, and disposition services vendor shall be exempt from the attendance requirement.

Staff Liaison: George Stokus, Assistant County Administrator

Member	Position	Appointed	Term End
Rita Nelson	At-Large	3/28/2017	3/27/2022
Rex Sentell	At-Large	3/28/2017	3/27/2023
Polly Campenni	At-Large	3/28/2017	3/27/2024
Richard Smith	At-Large	3/28/2017	3/27/2021
Shaun Kelly	Representative for entity contracted for provision of animal care, control & disposition services	4/24/2017	
Sgt. Colasuonno	Sheriff's Office Animal Services Unit		

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 17-1.6

REGARDING THE ESTABLISHMENT OF THE
ANIMAL CARE AND CONTROL OVERSIGHT BOARD

WHEREAS, the Martin County Board of County Commissioners (Board) have determined that an advisory board should be established to provide oversight of the care and control of domestic animals through ordinances, policies, requirements fulfillment of specific and related contract(s) and make recommendations regarding animal care and control initiatives deemed important by the Board;

WHEREAS, the Board deems it advisable to set forth certain procedural details for the Animal Care and Control Oversight Board.

NOW THEREFORE BE IT RESOLVED THAT, the Board hereby establishes the Animal Care and Control Oversight Board (ACCOB) and adopts the following procedures:

1. POWERS & DUTIES

The ACCOB is hereby created and shall have the duty and responsibility to advise/make recommendations to the Board regarding the care and control of domestic animals through ordinances, policies, requirements fulfillment of specific and related contract(s) and make recommendations regarding animal care and control initiatives authorized by the Board.

2. MEMBERSHIP/COMPOSITION

The ACCOB shall be comprised of five (5) members. The Board shall appoint four (4) at-large members who are required to be Martin County residents licensed in Verterinary Medicine or are animal care professionals with shelter experience. The entity contracted for the provision of animal care, control, and disposition services is authorized to appoint one (1) representative.

The Martin County Sheriff is authorized to designate a liaison from the Martin County Sheriff's Office Animal Services Unit.

3. MEETINGS

The ACCOB shall meet quarterly or more frequently as directed by the ACCOB Chair or a majority of the members. Four members shall constitute a quorum for the purpose of conducting meetings. Failure to attend three consecutive meetings is grounds for automatic removal from the committee. Representatives of the Martin County Sheriff and animal care, control, and disposition services vendor shall be exempt from the attendance requirement.

4. TERMS

The term of each member shall be determined at the time of their appointment. At the initial appointment to the ACCOB the terms of office of the members shall be for 4 years, except that three of the members first appointed shall be designated to serve terms of 1, 2, and 3 years, respectively, from the date of their appointments, and all other members shall be designated to serve for terms of 4 years from the date of their appointments. A vacancy occurring during a term shall be filled for the unexpired term. Each member shall hold office until his or her successor has been appointed and has qualified. Appointments for the representatives of the Martin County Sheriff and animal care, control, and disposition services vendor shall be at the discretion of the appointing authority.

5. MINUTES

The ACCOB shall take and maintain minutes of each of its meetings, which shall be filed with the Clerk of the Circuit Court and Comptroller after approval by the ACCOB.

6. SUNSHINE LAW AND PUBLIC RECORDS LAW

Meetings of the ACCOB shall be public meetings conducted pursuant to Section 286.011, Florida Statutes, (Sunshine Law) including, but not limited to, the creation of minutes of each meeting and Chapter 119, Florida Statutes (Public Records Law).

DULY PASSED AND ADOPTED THIS TENTH DAY OF JANUARY 2017.

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

ATTEST:

CAROLYM TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

SARAH WOODS, ACTING COUNTY ATTORNEY

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NO. 20-11.1

A RESOLUTION AMENDING RESOLUTION NO. 17-1.6, PERTAINING TO THE ANIMAL CARE AND CONTROL OVERSIGHT BOARD

WHEREAS, on January 10, 2017, the Martin County Board of County Commissioners (Board) adopted Resolution No. 17-1.6, establishing the Animal Care and Control Oversight Board; and

WHEREAS, the Board desires to amend certain procedural details for the Animal Care and Control Oversight Board.

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

1. Section 3. MEETINGS, of Resolution No. 17-1.6, is hereby amended to read as follows:The ACCOB is hereby created and shall have the duty and responsibility to advise/make recommendations to the Board regarding the care and control of domestic animals through ordinances, policies, requirements fulfillment of specific and related contract(s) and make recommendations regarding animal care and control initiatives authorized by the Board.

   3. MEETINGS

   The ACCOB shall meet biannually or more frequently as directed by the ACCOB Chair or a majority of the members. Three members shall constitute a quorum for the purpose of conducting meetings. Failure to attend three consecutive meetings is grounds for automatic removal from the committee. Representatives of the Martin County Sheriff and animal care, control, and disposition services vendor shall be exempt from the attendance requirement.

2. The remainder of Resolution No. 17-1.6 shall remain in full force and effect.

DULY PASSED AND ADOPTED THIS 10th DAY OF NOVEMBER 2020.

ATTEST:

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

HAROLD E. JENKINS, II, CHAIRMAN

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

SARAH WOODS, COUNTY ATTORNEY

MARTIN COUNTY
Info Release

www.martin.fl.us 2401 SE Monterey Road, Stuart, Florida 34996

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For immediate release: Jan. 25, 2021
Contact: Donna Gordon, Administration, 772.288.5756 or dgordon@martin.fl.us

Animal Care and Control Oversight 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 **Animal Care and Control Oversight Board**. All individuals serve without compensation and are requested to submit an Application for Appointment to Martin County Administration **by Friday, February 12**, 2021. For an application, please call 288.5756 or send email to dgordon@martin.fl.us.

VACANT POSITION: One at-large member who is required to be a Martin County resident licensed in Veterinary Medicine **or** is an animal care professional with shelter experience. This is a four-year term.

POWERS & DUTIES
The Animal Care and Control Oversight Board shall have the duty and responsibility to advise/make recommendations to the Board of County Commissioners regarding the care and control of domestic animals through ordinances, policies, requirements fulfillment of specific and related contract(s) and make recommendations regarding animal care and control initiatives authorized by the Board of County Commissioners.

The Animal Care and Control Oversight Board shall meet quarterly or more frequently as directed by the Chair or a majority of the members. Failure to attend three consecutive meetings is grounds for automatic removal from the Board.

Florida law prohibits an advisory board member from doing business with its agency (the County). Section 112.313(3) and (7), Fla Stat.

The Board meets twice a year at 3:00 PM at the Administrative Center. Their next meetings are April 15 and October 21, 2021.

-end-

DG/ADM

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 21-3.x

A RESOLUTION PERTAINING TO THE APPOINTMENT OF A MEMBER TO THE ANIMAL CARE AND CONTROL OVERSIGHT BOARD

WHEREAS, the Animal Care and Control Oversight Board was established pursuant to Resolution Number 17-1.6; and

WHEREAS, the Resolution Number 17-1.6 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 Animal Care and Control Oversight Board.

NOW THEREFORE BE IT RESOLVED THAT, the Board of County Commissioners hereby appoints NAME to serve on the Animal Care and Control Oversight Board for a term to begin March 28, 2021 and end March 27, 2025.

Duly adopted this 9th day of March 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 Animal Care and Control Oversight Board – Please print

Type of Member:

☑ At-Large – must be a Martin County resident licensed in Veterinary Medicine or are animal care professionals with shelter experience **Please submit a curriculum vitae or resume informing of your education and complete work experience in the field of veterinary medicine or shelter experience and current licensing authorizing you to practice in the State of Florida.**

☐ Representative from Entity Contracted for the Provision of Animal Care, Control, and Disposition Services

☐ Representative from the Sheriff's Office Animal Services Unit

ENTERED

FEB -1 2021

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

INCUMBENT

Name: RICHARD E. SMITH DVM

Residence Address: 7176 SE SEMINOLE LN STUART 34997

Street - City - Zip Code

Mailing Address: _____

(if different) Street - City - Zip Code

Commission District in which you reside: 4* If left blank, Staff will complete.

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

_____

Telephone numbers: daytime: 772-834-5765 alternate: _____ alternate: _____

Area Codes are considered 772 unless you note otherwise.

EMAIL: RSMITHDVM@COMCAST.NET

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: DVM FROM PURDUE UNIVERSITY 1973

Employment Experience: 48 YEARS AS A PRACTICING VETERINARIAN EXTENSIVE SHELTER EXPERIENCE

Community Experience and Affiliations: PAST PRES OF TREASURE COAST VET. MED. ASSOC, PAST PRES HOBE SOUND & HAMMOCK COMMUNITY

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:

COMMISSIONER HAROLD JENKINS DR. REX SENTELL

- 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: Date: 1/27/21

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, February 12**, 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 Animal Care and Control Oversight Board – Please print

Type of Member:

☑ At-Large – must be a Martin County resident licensed in Veterinary Medicine or are animal care professionals with shelter experience **Please submit a curriculum vitae or resume informing of your education and complete work experience in the field of veterinary medicine or shelter experience and current licensing authorizing you to practice in the State of Florida.**

☐ Representative from Entity Contracted for the Provision of Animal Care, Control, and Disposition Services

☐ Representative from the Sheriff's Office Animal Services Unit

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

RECEIVED
By Donna Gordon at 7:48 am, Feb 08, 2021

Name: RICHARD ALAN STRAUSS

Residence Address: 2830 SW BRIGHTON WAY PALM CITY, FL. 34990
Street - City - Zip Code

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

Commission District in which you reside: 5dg If left blank, Staff will complete.

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

_____

Telephone numbers: daytime: 772-337-0801 alternate: 772-215-0215 alternate: _____
Area Codes are considered 772 unless you note otherwise.

EMAIL: RASTRAUSSDUM@COMCAST.NET

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: BS ASTRONAUTICAL ENGINEERING : PURDUE UNIVERSITY

OUM PURDUE UNIVERSITY

MARTIN COUNTY HIGH SCHOOL

Employment Experience:

SELF - 1986 → PRESENT SANDPIPER ANIMAL HOSPITAL

WWW. SANDPIPERANIMALHOSPITAL.COM

Community Experience and Affiliations: TREASURE COAST VETERINARY MEDICAL ASSOCIATION

WORKED AT MARTIN CO HUMANE SOCIETY PART TIME FOR APPROX 10 YEARS WHEN IT WAS LOCATED NEXT TO AIRPORT.

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

AIRPORT ADVISORY BOARD

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:

MR. JAMES M STUCKEY, ATTORNEY
772-223-8100

DR. RICHARD TOTLAS, OUM
772-529-3595

- 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: RICHARD ALAN STRAUSS Date: 2-5-2021

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 **by Friday, February 12**, 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.

Animal Care & Control Oversight Board

March 9, 2021

Appoint: 1

District 1 Commissioner **Smith**	District 2 Commissioner **Hetherington**	District 3 Commissioner **Jenkins**	District 4 Commissioner **Heard**	District 5 Commissioner **Ciampi**
Dr. Richard E. Smith *	Dr. Richard E. Smith *	Dr. Richard E. Smith *	Dr. Richard E. Smith *	Dr. Richard E. Smith *
Dr. Richard Alan Strauss	Dr. Richard Alan Strauss	Dr. Richard Alan Strauss	Dr. Richard Alan Strauss	Dr. Richard Alan Strauss

* = incumbent

The term will begin March 28, 2021 and expire March 27, 2025.

Agenda Item Summary

File ID: 21-0311 PH-1 **Meeting Date:** 3/9/2021

PLACEMENT: Public Hearings

TITLE:

PUBLIC HEARING AND FINAL ASSESSMENT RESOLUTION FOR THE HIDEAWAY ISLES WATER MAIN MUNICIPAL SERVICE BENEFIT UNIT

EXECUTIVE SUMMARY:

Board action is requested to adopt the final assessment resolution for the Hideaway Isles Water Main Municipal Service Benefit Unit to allow installation of water lines.

DEPARTMENT: Utilities and Solid Waste

PREPARED BY: **Name:** Phil Keathley
Title: Chief Project Manager

REQUESTED BY: Sam Amerson, P.E., Utilities & Solid Waste Director

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

This Department is in receipt of a petition from the residents of Hideaway Isles requesting a survey of the property owners for the purpose of determining interest in extending water service into the community. The proposed project area is generally described as properties fronting SW Hidden River Avenue, SW Bridgeway Street and SW River Court in Hideaway Isles presently without availability of public water supply. There are 72 properties in the project area.

The affected property owners in this project area were sent ballots on 3 different occasions depending upon the number of responses to the 1st and 2nd ballot requests. The ballots indicated that the estimated cost of the project would be between $7,500 and $8,500 per property. The final tally of all the ballots received to date as verified by the Martin County Supervisor of Elections office indicates 50 properties FOR the project and 19 AGAINST and 3 that did not respond.

A Florida Department of Environmental Protection Construction Permit has been received and competitive bids from underground utility contractors were opened on December 16, 2020 and Underground Construction Management, Inc. submitted the lowest responsive and responsible bid.

A staff level workshop was held on March 9, 2021, in these chambers prior to the final public hearing, to explain the project scope, costs and the assessment process. All the 72 affected property owners were mailed invitations to that workshop.

Based on the final design, the initial prepayment amount is $7,458 per equivalent residential connection (ERC) which is below the estimated range as outlined in the ballots mentioned above. Amortizing the project over a 15-year period at a 2.00% interest will result in an estimated annual payment of $636.08 per ERC. The estimated annual payment also includes annual costs related to preparation and collection of the roll each year totaling 8.75% (consisting of 2% for the Tax Collector fee, 2.75% for the tax roll and legal consultants, and a 4% adjustment for early tax bill payments). The water main project is expected to cost $518,000 and it will be financed through internal borrowing from the Consolidated Utilities Fund reserves. The annual payment will be included in the tax bill commencing with the bill mailed in October 2021. The proposed assessment will include 72 properties at 72 ERC's.

As part of the Board adopted "Connect to Protect" program, the contractor will be installing small diameter force mains throughout the project area at no cost to the residents to allow future connections to the Utilities wastewater collection system and eliminate on-site septic systems. At this time the cost of the force main construction is estimated to be $141,000.

The notice for today's hearing was advertised in the Stuart News and individual notices of the public hearing were mailed to each property owner proposed to be assessed at the mailing address indicated on the tax roll.

ISSUES:

None

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

1. Move that the Board adopt the Final Assessment Resolution to create the Hideaway Isles Water Main Municipal Service Benefit Unit.
2. Move that the Board award the construction contract to Underground Construction Management, Inc. in the amount of $659,000.

ALTERNATIVE RECOMMENDATIONS

Do not adopt the Final Assessment Resolution.
Do not award the construction contract.

FISCAL IMPACT:

RECOMMENDATION

a. None, as the cost of the project will be paid for by the benefitted property owners of the Hideaway Isles Water Main Municipal Service Benefit Unit and funds are budgeted and available for the small diameter force mains.
b. The Utilities Division of the Utilities/Solid Waste Department proposes to provide internal financing to property owners @ 2.00% interest for 15 years from reserves of the Department.

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 21-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WATER DISTRIBUTION FACILITIES AND RELATED CAPITAL FACILITY CHARGES; CREATING THE HIDEAWAY ISLES WATER MAIN MUNICIPAL SERVICE BENEFIT UNIT; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; IMPOSING SPECIAL ASSESSMENTS; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (the "Board") of Martin County, Florida, enacted Ordinance No. 96-493 on April 9, 1996 (the "Ordinance"), to provide for the creation of municipal service benefit units and authorize the imposition of special assessments to fund the construction of local improvements to serve the property located therein; and

WHEREAS, on February 2, 2021, the Board adopted Resolution No. 21-2.5 (the "Initial Assessment Resolution") proposing creation of the Hideaway Isles Water Main Municipal Service Benefit Unit and describing the method of assessing the cost of Water Distribution Facilities and related Capital Facility Charges against the real property that will be specially benefited thereby, and directing preparation of the tentative Assessment Roll and provision of the notices required by the Ordinance; and

WHEREAS, pursuant to the provisions of the Ordinance, the County is required to confirm or repeal the Initial Assessment Resolution, with such amendments as the Board

deems appropriate, after hearing comments and receiving objections of all interested parties; and

WHEREAS, the Assessment Roll has heretofore been filed with the office of the County Administrator, as required by the Ordinance; and

WHEREAS, as required by the terms of the Ordinance, notice of a public hearing has been published and mailed to each property owner proposed to be assessed notifying such property owner of the opportunity to be heard; the proof of publication and an affidavit of mailing are attached hereto as Appendices A and B respectively; and

WHEREAS, a public hearing was held on March 9, 2021 and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance;

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 the Ordinance, Chapter 125, Florida Statutes, and other applicable provisions of law.

SECTION 2. DEFINITIONS. This Resolution is the Final Assessment Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance and the Initial Assessment Resolution.

SECTION 3. CREATION OF MSBU. The Hideaway Isles Water Main Municipal Service Benefit Unit is hereby created to include the property described in Appendix E attached hereto and incorporated herein. The MSBU is created for the purpose of improving the use and enjoyment of property located therein by funding the construction

of Water Distribution Facilities to provide access to reliable potable water and financing the related Capital Facility Charges to reduce the immediate cost of connecting to the County's potable water distribution system.

SECTION 4. CONFIRMATION OF INITIAL ASSESSMENT RESOLUTION. The Initial Assessment Resolution is hereby confirmed and ratified and such terms and provisions are hereby incorporated by reference.

SECTION 5. APPROVAL OF ASSESSMENT ROLL. The Assessment Roll, a copy of which is attached hereto as Appendix D, is hereby approved.

SECTION 6. ASSESSMENTS.

(A) The Tax Parcels described in the Assessment Roll are hereby found to be specially benefited by construction of the Water Distribution Facilities and related Capital Facility Charges in the amount of the maximum annual Assessment set forth in the Assessment Roll. The methodology for computing annual Assessments described in the Initial Assessment Resolution is hereby approved. Annual Assessments computed in the manner described in the Initial Assessment Resolution are hereby levied and imposed on all Tax Parcels described in the Assessment Roll at a maximum annual rate of $636.08 per ERC for a period of 15 years, commencing in November 2021. The resulting Initial Prepayment Amount is $7,458.00 per ERC.

(B) Upon adoption of the Annual Assessment Resolution for each Fiscal Year:

(1) The Assessments 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 by the Board of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(2) As to any Tax Parcel that 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 prior to adoption of the next Annual Assessment Resolution, the Adjusted Prepayment Amount 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 to the extent permitted by law. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Board of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll upon adoption of the Annual Assessment Resolution.

SECTION 7. COLLECTION OF ASSESSMENTS. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of the Annual Assessment Resolution for each Fiscal Year, the County Administrator shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, in the manner prescribed by the Uniform Assessment Collection Act.

SECTION 8. EFFECT OF FINAL ASSESSMENT RESOLUTION. The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented herein and in the Initial Assessment Resolution (including, but not limited to, the method by which the Assessments will be computed, the Assessment Roll, the maximum annual Assessment, the levy and lien of the Assessments and the terms for prepayment of the Assessments) unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Board action on this Final Assessment Resolution.

SECTION 9. ASSESSMENT NOTICE. The County Administrator is hereby directed to record this Resolution as notice of the Assessments in the Official Records Book in the office of the Martin County Clerk of Courts. The preliminary Assessment Roll and each annual Assessment Roll shall be retained by the County Administrator and shall be available for public inspection.

SECTION 10. PREPAYMENT NOTICE. The County Administrator is hereby directed to provide notice by first class mail to the owner of each Tax Parcel described in the Assessment Roll of the opportunity to prepay all future annual Assessments, without financing cost. The notice, in substantially the form attached hereto as Appendix C, shall be mailed to each property owner at the address utilized for the notice provided pursuant to Section 2.05 of the Initial Assessment Resolution.

SECTION 11. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 9th day of March, 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

PROOF OF PUBLICATION

APPENDIX B

AFFIDAVIT OF MAILING

AFFIDAVIT OF MAILING

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared Renee Matonti, who, after being duly sworn, deposes and says:

1. I, Renee Matonti, have been designated by the County Administrator of Martin County, Florida, to mail the notices required by Section 2.05 of Resolution No. 21-2.5, adopted by the Board of County Commissioners of Martin County, Florida, on February 2, 2021 (the "Initial Assessment Resolution").

2. On or before February 17, 2021, I mailed, or directed the mailing of, a notice in accordance with Section 2.05 of the Initial Assessment Resolution by first class mail, to each owner of property within the Hideaway Isles Water Main Municipal Service Benefit Unit in conformance with the requirements of Ordinance No. 96-493, enacted by the Board of County Commissioners of Martin County, Florida, on April 9, 1996, at the address shown on the real property assessment tax roll maintained by the Martin County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANT SAYETH NOT.

_____
Affiant

STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 2021 by Renee Matonti, who is personally known to me or who has produced _____ as identification.

WITNESS, my hand and official seal this ___ day of _____, 2021.

_____
Signature of person taking acknowledgment

_____
Name of acknowledger (printed)

My commission expires: _____

APPENDIX C

FORM OF PREPAYMENT NOTICE

Martin County, Florida
Utilities Department
P.O. Box 9000
Stuart, Florida 34995-9000

RE: Hideaway Isles Water Main Municipal Service Benefit Unit

This is the bill for your water main assessment. The amount listed is your prepayment amount and should you choose this option, payment must be received in our office no later than _____. Please make your check payable to Martin County Utilities Department and return it with the extra copy of the invoice that is enclosed to ensure proper credit. We have provided a return envelope for your convenience.

If you choose to finance your assessment, do nothing at this time. Your first annual assessment will appear on the ad valorem tax bill mailed to you in November 2021. If you have any questions, please call the Martin County Utilities Department at 772/288-5652.

MARTIN COUNTY, FLORIDA
UTILITIES DEPARTMENT
P. O. BOX 9000
STUART, FLORIDA 34995-9000

INVOICE

[INSERT DATE]

HIDEAWAY ISLES WATER MAIN MUNICIPAL SERVICE BENEFIT UNIT

Parcel Control Number

PAR #

Prepayment Amount$_____
_____

Prepayment due Date:

FIRST *LAST*
ADDR1
ADDR2
CITY *STATE* *ZIP*

APPENDIX D

ASSESSMENT ROLL

APPENDIX E

PARCEL I.D. LIST OF PROPERTY LOCATED IN HIDEAWAY ISLES WATER MAIN MSBU

(as of the date of adoption of this Resolution)

013840001500000100
013840001000000101
013840001000000209
013840001500000208
013840001000000307
013840001500000306
013840001000000405
013840001500000404
013840001000000502
013840001500000501
013840001500000609
013840001000000708
013840001500000707
013840001000000806
013840001500000903
013840001500001001
013840001500001109
013840001000000904
013840001500001207
013840001000003206
013840001500001305
013840001000003304
013840001000003000
013840001000002001
013840001500001403
013840001000003402
013840001000002902
013840001000002109
013840001500001500
013840001000003509
013840001000002804
013840001000002207
013840001500001608
013840001000003607
013840001000002706
013840001500001706
013840001000002305
013840001500001804
013840001000003705
013840001000002403
013840001500001902
013840001000003803
013840001000002500
013840001000002608
013840002500002009
013840001000003901
013840002500002107
013840002000005409
013840002500002205
013840002500002303
013840002000005506
013840002000005604
013840002500002401
013840002500002508
013840003500005602
013840003500005700
013840003500005808
013840003500005906
013840003500006004
013840003500006102
013840003500006200
013840001000001609
013840001000001501
013840001000001404
013840001000001306
013840001000003108
013840001000001208
013840001000001100
013840001000001707
013840001000001002
013840001000001805
013840001000001903

BID TABULATION

RFB2021-3279

HIDEAWAY ISLES WATER & FORCE MAIN EXTENSIONS

DATE ADVERTISED: 11/12/2020

BID DUE DATE: 12/16/2020 @ 2:30 PM

UNDERGROUND CONSTRUCTION MANAGEMENT, INC.	Bid Amount	$659,000.00
JAMIE UNDERGROUND, INC.	Bid Amount	$661,193.50
TIMOTHY ROSE CONTRACTING, INC.	Bid Amount	$710,683.50
FELIX ASSOCIATES OF FLORIDA, INC.	Bid Amount	$722,644.00
DBE UTILITY SERVICES	Bid Amount	$782,363.00
ALMAZAN CONSTRUCTION	Bid Amount	$871,637.00
SOUTHERN UNDERGROUND INDUSTRIES, INC.	Bid Amount	$889,834.42
FOSTER MARINE CONTRACTORS, INC.	Bid Amount	$892,945.50

DEMANDSTAR STATISTICS:

NUMBER OF BIDDERS: **8**

NUMBER OF PLANHOLDERS: **59**

NUMBER OF SUPPLIERS NOTIFIED: **629**

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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BCC MEETING DATE: March 9, 2021
AGENDA ITEM: PH-1

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners

DATE: March 1, 2021

VIA: Taryn Kryzda
County Administrator

FROM: Samuel Amerson, P.E.
Utilities & Solid Waste Director

REF: 21-0311

SUBJECT: PUBLIC HEARING AND FINAL ASSESSMENT RESOLUTION FOR THE HIDEAWAY ISLES WATER MAIN MUNICIPAL SERVICE BENEFIT UNIT

PowerPoint Presentation, Appendix A, Appendix B and Appendix D for the public hearing and final assessment for Hideaway Isles Water Main Municipal Service Benefit Unit.

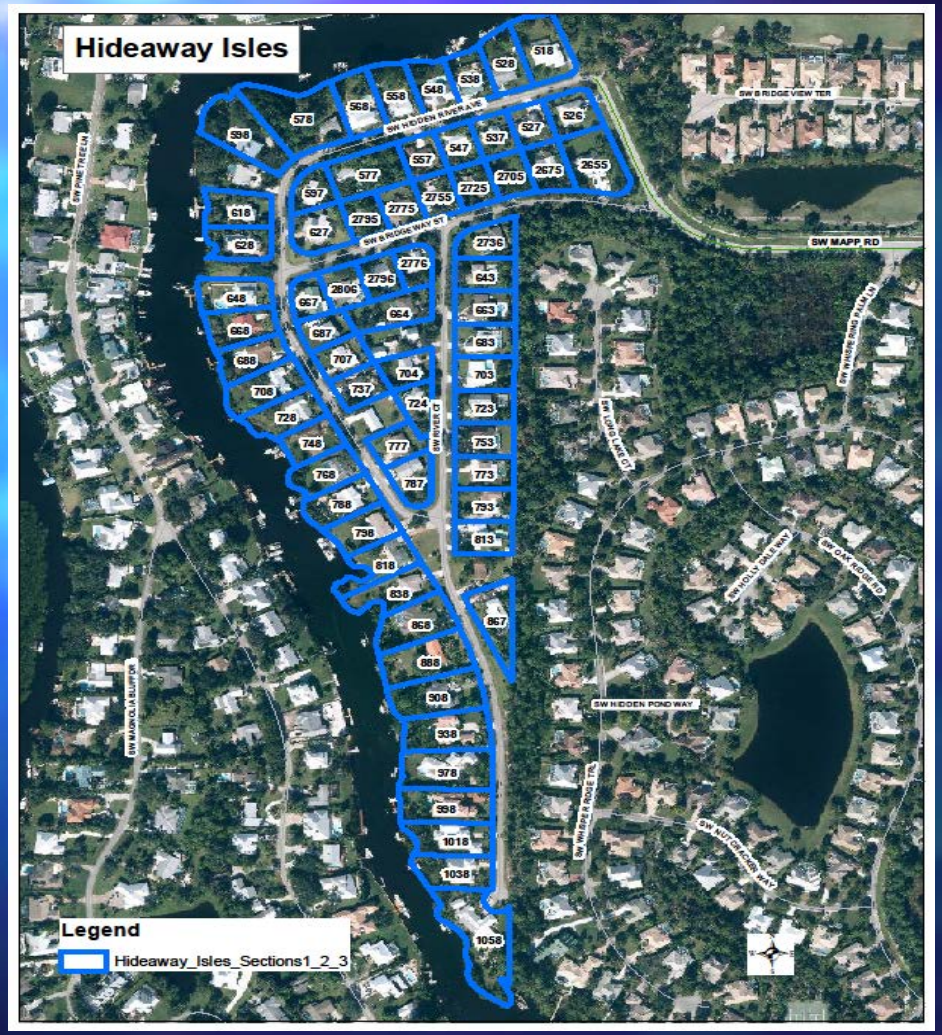
Reviewed by County Attorney's Office

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Hideaway Isles
Proposed Water Main Assessment
Public Hearing

Presented By Martin County Utilities

March 9, 2021


Hideaway Isles
SW 8 RIDGE VIEW TER
SW MAPP RD
SW 8 RIDGE WAY ST
SW HIDDEN RIVER LN
SW PINE TREE LN
SW MAGNOLIA BLUFF PL
SW RIVER CT
SW LOG LAKE CT
SW MAGNOLIA RING RYAN LN
SW HOLLY DALE WAY
SW OAK RIDGE RD
SW HIDDEN POND WAY
SW MAGNOLIA RIDGE TRL
SW MISTLETOE BAY
Legend
Hideaway_Isles_Sections1_2_3

Anticipated Benefits

- Compliance & Consistency with Comprehensive Plan Policies
- Enhanced Water Quality
- Compliance - Federal, State, & Local Regulations
- Reliability & System Redundancy
- Service During Power Outages
- Fire Protection and potential of reduced Homeowner Insurance rates

Estimated Assessment Costs

Construction Cost	$500,809
Capital Facility Charges	$123,120
Meter Installation	$17,280
Utility Contribution	$104,250
TOTAL ASSESSABLE PROJECT COST	$536,959

Assessment Cost - 72 properties @ 72 ERC's

Per Equivalent Residential Connection (prepay) $7,458

- Assessment Annual Payment (15 Years + Interest + Fees) On the property tax bill $636.08
- Annual payment includes 2% tax collector fee, 4% early discount and 2.75% attorney fees = 8.75% annual fees for an estimated payment of $636.08

Example of Residential Water Bill Under 10,000 Gallons Used

6,000 gallons
X 2.31 (0-10,000 rate)
$13.86
+
$18.03 Base Water Charge
$31.89 Total Water Bill

Hideaway Isles Water Main
Estimated Schedule

Detail Design & Permitting	**April 1, 2020**
Initial Resolution BOCC	**February 2, 2021**
Final Resolution BOCC	**March 9, 2021**
Commence Construction	**April, 2021**
Complete Construction	**August, 2021**
Prepayment Due	**August 1, 2021**
or First Tax Bill	**November 2021**

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK
The Stuart News
1939 SE Federal Highway, Stuart, FL 34994
AFFIDAVIT OF PUBLICATION

MARION COUNTY UTILITIES
2401 SE MONTEREY RD
STUART, FL 34996
ATTN CYNTHIA BARBER

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he is a legal clerk of the Stuart News, a daily newspaper published at Stuart in Martin County, Florida: that the attached copy of advertisement was published in the Stuart News in the following issues below. Affiant further says that the said Stuart News is a newspaper published in Stuart in said Martin County, Florida, with offices and paid circulation in Martin County, Florida, and that said newspapers have heretofore been continuously published in said Martin County, Florida, daily and distributed in Martin, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The Stuart News has been entered as Periodical Matter at the Post Offices in Stuart, Martin County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

2/14/2021

Subscribed and sworn to before on the 14th day of February, 2021:

Tara Mondloch

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires: August 6, 2021

Publication Cost: $472.50
Ad No GCI0586885
Customer No: 444214
PO#: PUBLIC NOTICE



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 Hideaway Isles Water Main 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 March 9, 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 S.E. Monterey Road, Stuart, Florida 34996, at least three days prior to the public hearing. 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 within 20 days of this notice. 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 potable water distribution facilities and to finance related capital facility charges. The assessment for each parcel of property will be based upon the number of equivalent residential connections attributable to such parcel. A more specific description is set forth in the Initial Assessment Resolution adopted by the County Commission on February 2, 2021. Copies of the Initial Assessment Resolution, the plans and specifications for the water distribution facilities, and the preliminary assessment roll are available for inspection at the offices of the Martin County Utilities Department located at 3473 S.E. Willoughby Boulevard, Stuart, Florida (as designated by the County Administrator).

AFFIDAVIT OF MAILING

STATE OF FLORIDA
COUNTY OF Martin

BEFORE ME, the undersigned authority, personally appeared Renee Matonti, who, after being duly sworn, deposes and says:

1. I, Renee Matonti, have been designated by the County Administrator of Martin County, Florida, to mail the notices required by Section 2.05 of Resolution No. 21-2.5, adopted by the Board of County Commissioners of Martin County, Florida, on February 2, 2021 (the "Initial Assessment Resolution").

2. On or before February 17, 2021, I mailed, or directed the mailing of, a notice in accordance with Section 2.05 of the Initial Assessment Resolution by first class mail, to each owner of property within the Hideaway Isles Water Main Municipal Service Benefit Unit in conformance with the requirements of Ordinance No. 96-493, enacted by the Board of County Commissioners of Martin County, Florida, on April 9, 1996, at the address shown on the real property assessment tax roll maintained by the Martin County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANT SAYETH NOT.

Affiant

STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 17th day of February 2021 by Renee Matonti, who is personally known to me or who has produced _____ as identification.

WITNESS, my hand and official seal this 17th day of February, 2021.

Cynthia Barber
Signature of person taking acknowledgment

Cynthia Barber
Name of acknowledger (printed)

My commission expires: 07/24/2021

Cynthia Barber
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG127634
Expires 7/24/2021

Hideaway Isles Water Main Extension
Municipal Service Benefit Unit

Tax Parcel	Owner Name	ERC	Initial Prepayment	Annual Assessment
PCN	OWNER	1	$7,458.00	$636.08
01384000100000 1707	ANDREW J & BRENDA M SUSLA JOINT REVO	1	$7,458.00	$636.08
01384000350000 5906	BENTZ EARL	1	$7,458.00	$636.08
01384000200000 5604	BRANNON, THOMAS & GLENDA	1	$7,458.00	$636.08
01384000350000 6102	BRESLAUER, CRAIG J & MAUREEN F	1	$7,458.00	$636.08
01384000100000 3402	BROOKSHIRE, JONATHAN EBROOKSHIRE, PATRICIA	1	$7,458.00	$636.08
01384000150000 1403	BRUNACHE MATS & LYNDA	1	$7,458.00	$636.08
01384000100000 2001	BURGESS, ROBERT ABURGESS, GLORIA G	1	$7,458.00	$636.08
01384000150000 1500	CAMERON, CHARLES HCAMERON, MARY H	1	$7,458.00	$636.08
01384000100000 3509	CHARETTE CYNTHIA ANN	1	$7,458.00	$636.08
01384000100000 2403	CONFIDENTIAL OWNER	1	$7,458.00	$636.08
01384000150000 1001	CONFIDENTIAL OWNER	1	$7,458.00	$636.08
01384000200000 5506	CONFIDENTIAL OWNER	1	$7,458.00	$636.08
01384000100000 2902	CONFIDENTIAL OWNER	1	$7,458.00	$636.08
01384000100000 2804	CONFIDENTIAL OWNER	1	$7,458.00	$636.08
01384000350000 6200	COVELLA THOMAS R & LAURA B	1	$7,458.00	$636.08
01384000350000 6004	CREWS CHARLES ECREWS KIMBERLY L	1	$7,458.00	$636.08
01384000250000 2303	CUMMINGS IAN	1	$7,458.00	$636.08
01384000150000 1305	CUMMINGS IAN W	1	$7,458.00	$636.08
01384000150000 1109	CUMMINGS IAN W	1	$7,458.00	$636.08
01384000150000 1608	CUMMINGS IAN W	1	$7,458.00	$636.08
01384000150000 1902	CUMMINGS IAN WCUMMINGS VIRGINIA W ESTATE	1	$7,458.00	$636.08
01384000150000 0903	DALLAS CHARLES E JRDALLAS CONNIE	1	$7,458.00	$636.08
01384000350000 5700	DAVID & CARMEN BODEN REVOCABLE TRUST	1	$7,458.00	$636.08
01384000100000 3304	DEIGNAN JENNIFER	1	$7,458.00	$636.08
01384000100000 1609	DENDER, MARK M & JUDY E	1	$7,458.00	$636.08
01384000100000 2207	FOWLER, SCOTT AFOWLER, CATHY G	1	$7,458.00	$636.08
01384000100000 1805	FROBERG FRED F L/E	1	$7,458.00	$636.08
01384000250000 2401	GABOURY PAUL J & PATRICIA F	1	$7,458.00	$636.08
01384000100000 0904	GANNON LISA	1	$7,458.00	$636.08
01384000100000 0806	GIANFORTONE KAREN	1	$7,458.00	$636.08
01384000100000 3607	GREENWALD, PAUL AGREENWALD, DONNA K	1	$7,458.00	$636.08
01384000150000 1706	HARRIS MARY JAN LOUISE	1	$7,458.00	$636.08
01384000100000 0209	HOPER REMY	1	$7,458.00	$636.08
01384000100000 3000	HUBBARD, CHARLES T & KIMBERLEY L	1	$7,458.00	$636.08
01384000150000 1207	IUEN TROY AIUEN MONIQUE	1	$7,458.00	$636.08
01384000100000 1404	KIRKLAND, PATRICIA JANE	1	$7,458.00	$636.08
01384000100000 3803	KROESEN GARYKROESEN JOYCE	1	$7,458.00	$636.08
01384000200000 5409	LALIBERTE, THEODORE J JR & MARY ELLE	1	$7,458.00	$636.08
01384000100000 2608	LAMPARILLO, ANTHONY F JRLAMPARILLO, KIMBERLY E	1	$7,458.00	$636.08
01384000100000 0405	LEACH SARA S	1	$7,458.00	$636.08
01384000100000 1100	LINDA S WISHNEY REVOCABLE TRUST	1	$7,458.00	$636.08
01384000350000 5602	LINDENBERGER, GORDON & KAREN	1	$7,458.00	$636.08
01384000100000 2305	LOTT DOUGLAS A	1	$7,458.00	$636.08
01384000100000 0708	MADDUX, PHILLIP MMADDUX, SILVIA E	1	$7,458.00	$636.08
01384000100000 2109	MAGAZINO, PETER R & HELEN E	1	$7,458.00	$636.08
01384000250000 2205	MATHIAS, THOMAS RMATHIAS, DEBORAH O	1	$7,458.00	$636.08
01384000100000 1306	MAY, BROCK S	1	$7,458.00	$636.08
01384000100000 0101	MCCOMAS, GERALD C	1	$7,458.00	$636.08
01384000100000 2500	MCGEE, RONALD J & PATRICIA J	1	$7,458.00	$636.08
01384000100000 1208	MENDOZA, MIKE & DAWN	1	$7,458.00	$636.08
01384000100000 1002	MILLER PETERMILLER SARAH	1	$7,458.00	$636.08
01384000150000 0707	NORMAN & MARY HUNTER REV TRUST OF 20	1	$7,458.00	$636.08
01384000150000 0100	PAULINE BECKER REVOCBALE TRUST	1	$7,458.00	$636.08
01384000150000 0208	PERTIK SUSAN M	1	$7,458.00	$636.08
01384000100000 3705	RESCH MATTHEW TRESCH KATRINA	1	$7,458.00	$636.08
01384000100000 1903	REYNOLDS JAMES M IIREYNOLDS CYNTHIA A	1	$7,458.00	$636.08
01384000100000 2706	RICCIARDI, GARY J & SHARI C	1	$7,458.00	$636.08
01384000350000 5808	ROCHAT M WILLIAM & DEBORAH G	1	$7,458.00	$636.08
01384000150000 1804	ROTHELL, DANIEL M & LINDA N	1	$7,458.00	$636.08
01384000150000 0306	ROTHERMEL CHARLES RROTHERMEL STACY R	1	$7,458.00	$636.08
01384000250000 2107	SHARP FLORIDA RESIDENTIAL INTEREST T	1	$7,458.00	$636.08
01384000150000 0404	SHEILA BIEHL REVOCABLE TRUST OF 2007	1	$7,458.00	$636.08
01384000150000 0609	STERN LORRAINE	1	$7,458.00	$636.08
01384000250000 2508	TAGLIAMONTE, MARKWALSHON, SHARRON	1	$7,458.00	$636.08
01384000150000 0501	TUTTLE THOMAS & JOSEPHINE	1	$7,458.00	$636.08
01384000100000 3901	WASSERMAN, JAMES JAY & NANCY JEAN	1	$7,458.00	$636.08
01384000250000 2009	WEBER EVELYN	1	$7,458.00	$636.08
01384000100000 3206	WILSON KERRY-ANN	1	$7,458.00	$636.08

013840001000003108	WINTERHALTER DOUGLAS ALLEN	1	$7,458.00	$636.08
013840001000000307	WOJNAR CRISTY LWOJNAR DARRELL A	1	$7,458.00	$636.08
013840001000001501	ZAWADZKI, JOHN EZAWADZKI, GAIL E	1	$7,458.00	$636.08
013840001000000502	ZSIROS PETER F & CHRISTY H	1	$7,458.00	$636.08

File ID: 21-0463 PH-2 **Meeting Date:** 3/9/2021

PLACEMENT: Public Hearings

TITLE:

COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS PROGRAM PRESENTATION

EXECUTIVE SUMMARY:

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

DEPARTMENT: Administration

PREPARED BY: **Name:** George M. Stokus
Title: Assistant County Administrator

REQUESTED BY:

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The County is seeking CDBG-CV funds for public improvements and facilities to benefit Martin County residents in response to COVID-19. Under the CDBG-CV requirements, the County is required to solicit public comment on its proposed use of funds.

Since the onset of the Coronavirus Pandemic many businesses, especially retail, personal service industries, and restaurateurs, have been and still are immensely impacted by the loss of business the pandemic has caused. In most cases, businesses had to make cuts to maintain a bottom line, adapt to new businesses procedures, reduce worker hours, and in some cases close the business entirely. The pandemic has highlighted a desperate need to reeducate or up-skill the existing and entering workforce in Martin County. Staff was able to identify this need through collaborative sessions with the Business Development Board staff, economic policy groups, chambers of commerce, and various not for profit groups operating in the community.

Staff is proposing the rehabilitation of Building 17 at Witham Field to operate as a Learning Center. Staff also suggests entering into a management agreement with Indian River State College, for the operation of the facility to provide the needed education. A variety of education would be provided at

the facility to meet the requirements of the CDBG-CV grant and to address the continuing educational unit (CEU) and workforce education needs.

ISSUES:

The CDBG-CV Grant requires the following items be accomplished in order to avoid a repayment penalty:

- The facility must meet a 51% attendance benefit to low and moderate income (LMI) individuals.
- The facility must address the immediate threat to health and welfare of the community.
- The facility must address a need created by the COVID-19 Pandemic

Staff estimates the full buildout for the facility to be $1,400,000. Attached is an estimate package conducted for the rehabilitation of Building 17 on April 18, 2019.

There is no required grant match, but if one is required staff recommends utilizing the Economic Development Trust Fund to meet any match requirements.

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 receive public comment on the proposed use of CDBG-CV funds.

ALTERNATIVE RECOMMENDATIONS

Provide staff with alternate direction.

FISCAL IMPACT:

RECOMMENDATION

None

Funding Source	County Funds	Non-County Funds
CDBG-CV		$1,400,000
Subtotal		
Project Total	$1,400,000	

ALTERNATIVE RECOMMENDATIONS

None

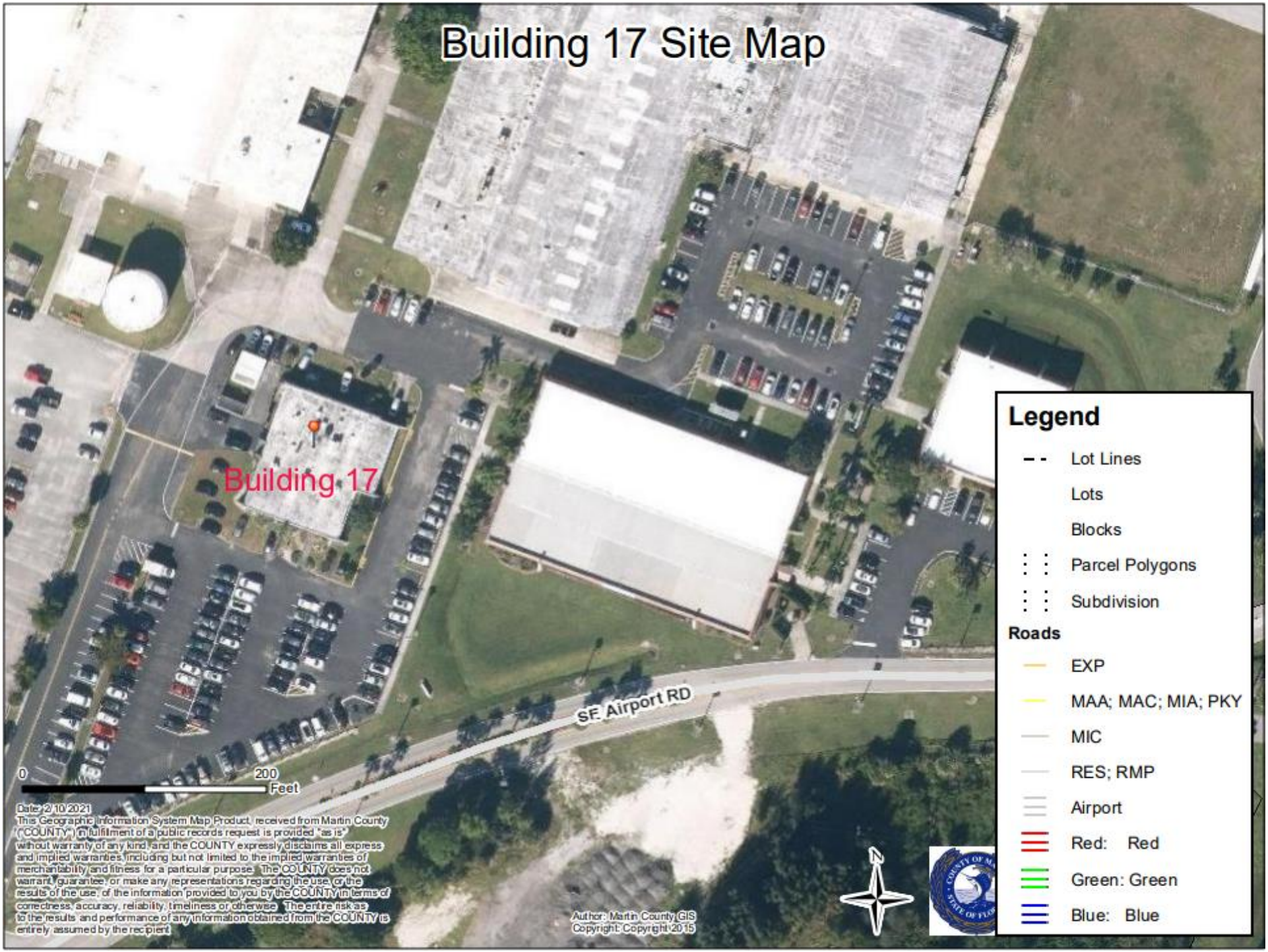
DOCUMENT(S) REQUIRING ACTION:

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

☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution

☐ Other:

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Building 17 Site Map
Building 17
SE Airport RD
0
200
Feet
Date: 2/10/2021
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.
Author: Martin County GIS
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Legend
Lot Lines
Lots
Blocks
Parcel Polygons
Subdivision
Roads
EXP
MAA; MAC; MIA; PKY
MIC
RES; RMP
Airport
Red: Red
Green: Green
Blue: Blue









Estimate Package

Martin County Airport (KSUA)
Building 17 Renovation
Rough Order of Magnitude (ROM)-Level Submittal

April 18, 2019

Owner: **Martin County Airport (KSUA)**
2011 SE Airport Road
Stuart, Florida 34996
Tel: 772.221.2374
Web: www.martin.fl.us

Architect: **KMA Design Group**
P.O. Box 140201
Orlando, Florida 32814
Tel: 407.810.2606
Web: www.kmadg.net

Engineer: **Hoyle, Tanner & Associates, Inc.**
95 E. Mitchell Hammock Road, Suite 200
Oviedo, Florida 32765
Tel: 407.380.1919
Web: www.hoyletanner.com

Cost Estimator: **Montgomery Consulting Group, Inc.**
976 Lake Baldwin Lane, Suite 201
Orlando, Florida 32814
Tel: 407.539.7030
Web: www.mcgi-us.com

Table of Contents

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Assumptions, Allowances and Exclusions	
Estimate Summary	**2**
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Section 2
Estimate Summary

Project Description

The project scope includes the renovation of Building 17 at the Martin County Airport based on the change in occupancy and related code upgrades.

The opinion of probable construction cost for the Rough Order of Magnitude (ROM)-level has been structured into three scope areas including:

- Roofing, which includes the removal of all rooftop equipment, removal and replacement of the roofing system, infill metal roof deck at existing openings, replacement of the flashing, cleaning and painting of mansard roof panels and revitalization of the roof drainage system;
- Exterior, which includes removal and replacement of exterior doors and frames, removal and replacement of aluminum storefront system and aluminum windows, installation of new overhead door, cleaning and coating of exterior walls and plaster soffits;
- Interior, which includes total removal of existing interior improvements, floor slab patching, floor slab topping and construction of new walls, floors and ceilings as well as new mechanical, electrical, and plumbing systems.

No civil / site work improvements such as parking, utilities, or landscaping is included in the scope represented by the opinion of probable cost.

It is anticipated the project, when design is completed, will be bid on a competitive basis by at least three (3) contractors. The opinion of probable cost assumes the bidding contractors have experience working on projects for Martin County government or other public facilities of similar size and nature.

Design Documentation

Hoyle, Tanner & Associates, Inc. is the Engineer of Record for the project. KMA Design Group, LLC is the architect for the project. Montgomery Consulting Group, Inc. is the cost estimating consultant.

MCG cost estimators performed a site visit and walk thru of the building on April 4, 2019. The following documents were reviewed by the Montgomery Consulting Group cost estimators for this project:

Section 2
Estimate Summary

- Grumman Aerospace Corporation Cafeteria Facility permit drawings dated 4-16-1976 prepared by Greenlees, Montgomery & Associates, provided by Martin County Building Department; and
- Proposed building interior plan concept from proposed tenant entitled "layout with dimension" provided on April 3, 2019.

Statement of Probable Cost

Montgomery Consulting Group, Inc. has no control over the cost of labor and/or materials or the general contractor or subcontractor(s) method of determining prices, nor the competitive bidding process or market conditions. This is an opinion of probable construction cost and is made on the basis of experience, qualifications, and best judgment of a professional consultant familiar with construction costs in Martin County, Florida. This estimate is based on fair market value for construction, and the project will be awarded on a competitive basis to construction firms that are familiar with the Martin County's policies and procedures, and contract requirements.

Montgomery Consulting Group, Inc. cannot and does not warrant, guarantee or represent that proposals, bids, or actual construction costs will not vary from a statement of probable construction cost or subsequent estimates provided.

Assumptions, Exclusions and Allowances

The opinion of probable construction cost was derived from the documentation noted previously. The following assumptions have been made in the development of the opinion of probable construction cost:

- Contractors will have a minimum of thirty (30) days from announcement to bid opening, and will be permitted access by Airport to inspect the site prior to the bid opening;
- Removal and proper disposal of the existing building improvements including equipment and furnishings is included in the estimate and listed under CSI 02, Existing Conditions;
- The following finishes were assumed in the new tenant building:
  - Lobby, Breakroom, Corridors, Offices, Training Rooms, Vestibules, IT Closet & Martin County Conference Room: Carpeting, Vinyl, Painted Walls, and Acoustic Ceilings.
  - Bathrooms, Toilets & Vestibules, & Janitor Closets: Ceramic Tile, Tile Base, Painted walls with Wall Tile Wainscot and Painted Drywall Ceilings.
  - Utility Rooms: Sealed Concrete, Vinyl Base, Painted Walls & Painted Exposed Structure.

Section 2
Estimate Summary

- Sales tax is included in the unit prices for new materials and equipment;
- Mobilization/demobilization costs are assumed to be approximately 5.0% of the direct cost of work;
- General conditions are assumed to be 10.0% of the direct cost of work;
- The Contractor's fee is assumed to be 14.0% of the direct cost of work;
- The Contractor's bonds and insurances cost are estimated at 2.8% of the direct cost of work;
- Construction permit costs are estimated at 1.5% of the direct cost of work;
- The estimate contains escalation cost in the amount of 4.5% of direct cost of work to account for pricing increases for one (1) year from the estimate date to the estimated bid opening;
- Pricing is assumed to reflect costs in the Martin County area in April 2019;
- Professional fees for design and owners authorized representative services during construction are estimated at 25.0% of the burdened cost; and
- A contingency of 15.0% of the burdened cost and professional fees is included to represent additional detailed pricing expected when design is finalized stage.

The opinion of probable construction cost excludes the following:

- Assessment of hazardous materials in the building including asbestos, mold, lead paint or other hazardous materials;
- Removal, remediation, and disposal of hazardous materials for asbestos, mold, lead paint or other hazardous material;
- Civil / site work improvements such as parking, utilities, or landscaping;
- Tenant equipment and furnishings;
- Significant changes in material prices;
- Cost associated with Martin County Airport long term service/maintenance agreements;
- Disruption of service fees; and
- Other Martin County vendor fees.

Section 2 Estimate Summary

MARTIN COUNTY AIRPORT
BUILDING 17 RENOVATIONS
ROUGH ORDER OF MAGNITUDE (ROM) ESTIMATE
APRIL 18, 2019
ESTIMATE SUMMARY

CSI	DESCRIPTION	MARK-UP	TOTAL	ROOFING SUBTOTAL	EXTERIOR SUBTOTAL	INTERIOR SUBTOTAL
	BUILDING AREA (SF)		**6,973**	**6,973**	**6,973**	**6,973**
01	GENERAL REQUIREMENTS		$ 47,500	$ 7,500	$ 7,200	$ 32,800
02	EXISTING CONDITIONS		$ 72,380	$ 11,223	$ 3,951	$ 57,206
03	CONCRETE		$ 34,737	$ -	$ 1,350	$ 33,388
04	MASONRY		$ -	$ -	$ -	$ -
05	METALS		$ 4,525	$ 2,025	$ -	$ 2,500
06	WOODS & PLASTICS		$ 9,393	$ 8,493	$ -	$ 900
07	THERMAL & MOISTURE PROTECTION		$ 120,060	$ 115,515	$ 4,545	$ -
08	OPENINGS (DOORS & WINDOWS)		$ 139,750	$ -	$ 110,200	$ 29,550
09	FINISHES		$ 145,328	$ 2,944	$ 23,068	$ 119,315
10	SPECIALTIES (SIGNAGE & ACCESSORIES)		$ 16,450	$ -	$ -	$ 16,450
11	EQUIPMENT		$ -	$ -	$ -	$ -
12	FURNISHINGS		$ -	$ -	$ -	$ -
13	SPECIAL CONSTRUCTION		$ -	$ -	$ -	$ -
14	CONVEYING SYSTEMS		$ -	$ -	$ -	$ -
21	FIRE SUPPRESSION SPRINKLER SYSTEM		$ 17,920	$ -	$ -	$ 17,920
22	PLUMBING		$ 61,038	$ 10,538	$ -	$ 50,500
23	HEATING / VENTILATING / AIR CONDITIONING		$ 132,506	$ -	$ -	$ 132,506
26	ELECTRICAL		$ 195,315	$ -	$ -	$ 195,315
	DIRECT COST OF WORK*:		**$ 996,901**	**$ 158,237**	**$ 150,314**	**$ 688,350**

MARTIN COUNTY AIRPORT
BUILDING 17 RENOVATIONS
ROUGH ORDER OF MAGNITUDE (ROM) ESTIMATE
APRIL 18, 2019
ESTIMATE SUMMARY

CSI	DESCRIPTION	MARK-UP	TOTAL	ROOFING SUBTOTAL	EXTERIOR SUBTOTAL	INTERIOR SUBTOTAL
	GENERAL CONDITIONS	10.0%	$ 99,690	$ 15,824	$ 15,031	$ 68,835
	CONTRACTOR FEE	14.0%	$ 139,566	$ 22,153	$ 21,044	$ 96,369
	BONDS & INSURANCE	2.8%	$ 27,913	$ 4,431	$ 4,209	$ 19,274
	CONSTRUCTION PERMITS	1.5%	$ 14,954	$ 2,374	$ 2,255	$ 10,325
	ESCALATION (1 YEAR)	4.5%	$ 44,861	$ 7,121	$ 6,764	$ 30,976
	BURDENED COST:		**$ 1,323,885**	**$ 210,138**	**$ 199,618**	**$ 914,129**
	PROFESSIONAL FEES*	25.0%	$ 330,971	$ 52,535	$ 49,904	$ 228,532
	BURDENED COST + PROFESSIONAL FEES:		**$ 1,654,856**	**$ 262,673**	**$ 249,522**	**$ 1,142,661**
	CONTINGENCY	15.0%	$ 248,228	$ 39,401	$ 37,428	$ 171,399
	TENANT BUILDOUT PROGRAM TOTAL:		**$ 1,903,084**	**$ 302,074**	**$ 286,950**	**$ 1,314,060**
	ROUNDED:		**$ 1,903,100**	**$ 302,100**	**$ 287,000**	**$ 1,314,100**
	ROUNDED $ / SF:		**$ 272.92**	**$ 43.32**	**$ 41.16**	**$ 188.46**

* EXCLUDES ANY HAZARDOUS MATERIAL EVALUATION, REMOVAL, REMEDIATION OR DISPOSAL

Section 3
Estimate Detail

MARTIN COUNTY AIRPORT
BUILDING 17 RENOVATIONS
ROUGH ORDER OF MAGNITUDE (ROM) ESTIMATE
APRIL 18, 2019
ESTIMATE DETAIL - ROOFING

Line	CSI	Description	Total Quantity	Unit	Unit Cost	Extension	Subtotal	Division Subtotal
1	**01**	**GENERAL REQUIREMENTS**						**$ 7,500**
2		**MOBILIZATION / DEMOBILIZATION**	**6,973**	**SF**	**$1.08**		**$ 7,500**	
3		MOBILIZATION / DEMOBILIZATION (5%)	1	LS	$7,500.00	$ 7,500.00		
4								
5	**02**	**EXISTING CONDITIONS**						**$ 11,223**
6		**DEMOLITION**	**6,973**	**SF**	**$1.61**		**$ 11,223**	
7		REMOVE EXISTING ROOF TOP EQUIPMENT	9	EA	$250.00	$ 2,250.00		
8		REMOVE ROOFING SYSTEM TO METAL DECK	7,178	SF	$1.25	$ 8,972.50		
9								
10	**03**	**CONCRETE**						**$ -**
11		**CAST-IN-PLACE CONCRETE**	**6,973**	**SF**	**$0.00**		**$ -**	
12		NO SCOPE						
13								
14	**04**	**MASONRY**						**$ -**
15		**WALL PENETRATIONS**	**6,973**	**SF**	**$0.00**		**$ -**	
16		NO SCOPE						
17								
18	**05**	**METALS**						**$ 2,025**
19		**MISCELLANEOUS METALS**	**6,973**	**SF**	**$0.29**		$ 2,025	
20		INSTALL METAL DECK PATCHES AT EXISTING OPENINGS	9	EA	$225.00	$ 2,025.00		

MARTIN COUNTY AIRPORT
BUILDING 17 RENOVATIONS
ROUGH ORDER OF MAGNITUDE (ROM) ESTIMATE
APRIL 18, 2019
ESTIMATE DETAIL - ROOFING

Line	CSI	Description	Total Quantity	Unit	Unit Cost	Extension	Subtotal	Division Subtotal
21								
22	**06**	**WOODS & PLASTICS**						**$ 8,493**
23		**CARPENTRY**	**6,973**	**SF**	**$1.22**		**$8,492.69**	
24		ROOF BLOCKING AT CAP FLASHING @ MANSARDS	1,110	BF	$2.75	$ 3,052.50		
25		ROOF BLOCKING AT ROOF TO WALL FLASHINGS	1,500	BF	$2.75	$ 4,125.00		
26		ROOF BLOCKING AT WALL-TOP COPING - CUT 2X10 PT	308	BF	$3.00	$ 925.19		
27		ROOF BLOCKING AT WALL-TOP COPING - 2X12 PT	130	BF	$3.00	$ 390.00		
28								
29	**07**	**THERMAL & MOISTURE PROTECTION**						**$ 115,515**
30		**ROOFING & SHEETMETAL**	**6,973**	**SF**	**$16.57**		**$ 115,515**	
31		SINGLE-PLY ROOFING SYSTEM WITH TAPERED INSULATION	7,178	SF	$15.00	$ 107,670.00		
32		CAP FLASHINGS @ MANSARDS - PAINTED ALUMINUM	185	LF	$12.00	$ 2,220.00		
33		WALL FLASHINGS @ ROOF TO WALL	250	LF	$7.50	$ 1,875.00		
34		WALL-TOP CAP FLASHING	250	LF	$15.00	$ 3,750.00		
35								
36	**08**	**OPENINGS [DOORS & WINDOWS]**						**$ -**
37		NO SCOPE						
38								
39	**09**	**FINISHES**						**$ 2,944**
40		**PAINTING**	**6,973**	**SF**	**$0.42**		**$ 2,944**	
41		PRESSURE CLEAN EXISTING MANSARD ROOF PANELS	1,033	SF	$0.85	$ 878.05		
42		SEAL & PAINT MANSARD ROOF PANELS	1,033	SF	$2.00	$ 2,066.00		
43								
44	**10**	**SPECIALTIES**						**$ -**
45		NO SCOPE						

MARTIN COUNTY AIRPORT
BUILDING 17 RENOVATIONS
ROUGH ORDER OF MAGNITUDE (ROM) ESTIMATE
APRIL 18, 2019
ESTIMATE DETAIL - ROOFING

Line	CSI	Description	Total Quantity	Unit	Unit Cost	Extension	Subtotal	Division Subtotal
46								
47	**11**	**EQUIPMENT**						$ -
48		PROVIDED BY OTHERS						
49								
50	**12**	**FURNISHINGS**						$ -
51		PROVIDED BY OTHERS						
52								
53	**13**	**SPECIAL CONSTRUCTION**						$ -
54		NO SCOPE						
55								
56	**14**	**CONVEYING SYSTEMS**						$ -
57		NO SCOPE						
58								
59	**21**	**FIRE SUPPRESSION SPRINKLER SYSTEM**						$ -
60		NO SCOPE						
61								
62	**22**	**PLUMBING**						$ 10,538
63		**PLUMBING**	**6,973**	**SF**	**$1.51**		$ 10,538	
64		REMOVE EXISTING 4" ROOF DRAIN ASSEMBLY	11	EA	$125.00	$ 1,375.00		
65		RECONNECT EXISTING 4" PVC DRAIN @ GRADE	1	EA	$250.00	$ 250.00		
66		CLEAN EXISTING 4" PVC DRAIN LINES	265	LF	$2.50	$ 662.50		
67		INSTALL NEW 4" ROOF DRAIN ASSEMBLY	11	EA	$750.00	$ 8,250.00		
68								
69	**23**	**HEATING / VENTILATING / AIR CONDITIONING**						$ -
70		NO SCOPE						

MARTIN COUNTY AIRPORT
BUILDING 17 RENOVATIONS
ROUGH ORDER OF MAGNITUDE (ROM) ESTIMATE
APRIL 18, 2019
ESTIMATE DETAIL - ROOFING

Line	CSI	Description	Total Quantity	Unit	Unit Cost	Extension	Subtotal	Division Subtotal
71								
72	**26**	**ELECTRICAL**						**$ -**
73		NO SCOPE						
74								
75	**T**	**DIRECT COST OF WORK:**				**$ 158,236.74**	**$ 158,237**	**$ 158,237**

MARTIN COUNTY AIRPORT
BUILDING 17 RENOVATIONS
ROUGH ORDER OF MAGNITUDE (ROM) ESTIMATE
APRIL 18, 2019
ESTIMATE DETAIL - EXTERIOR

Line	CSI	Description	Total Quantity	Unit	Unit Cost	Extension	Subtotal	Division Subtotal
1	01	**GENERAL REQUIREMENTS**						$ 7,200
2		**MOBILIZATION / DEMOBILIZATION**	**6,974**	**SF**	**$1.03**		$ 7,200	
3		MOBILIZATION / DEMOBILIZATION (5%)	1	LS	$7,200.00	$ 7,200.00		
4								
5	02	**EXISTING CONDITIONS**						$ 3,951
6		**DEMOLITION**	**6,974**	**SF**	**$0.57**		$ 3,951	
7		REMOVE CMU WALL FOR NEW OHD DOOR	120	SF	$5.00	$ 600.00		
8		REMOVE EXISTING HOLLOW METAL DOOR & FRAME	2	EA	$125.00	$ 250.00		
9		REMOVE EXISTING ALUMINUM STORE FRONT DOORS	1	PR	$200.00	$ 200.00		
10		REMOVE EXISTING ALUMINUM STORE FRONT W/ 1 PAIR DOORS	86.0	SF	$3.50	$ 301.01		
10		REMOVE EXISTING ALUMINUM WINDOW - TYPE A	2	EA	$65.00	$ 130.00		
11		REMOVE EXISTING ALUMINUM WINDOW - TYPE B	25	EA	$65.00	$ 1,625.00		
12		REMOVE EXISTING ALUMINUM WINDOW - TYPE C	13	EA	$65.00	$ 845.00		
13								
14	03	**CONCRETE**						$ 1,350
15		**CAST-IN PLACE CONCRETE**	**6,974**	**SF**	**$0.19**		$ 1,350	
16		CONCRETE DOOR LINTEL - 8"X16"	11.33	LF	$45.00	$ 509.99		
17		CONCRETE TIE-COLUMN JAMBS	24	LF	$35.00	$ 840.00		
18								
19	04	**MASONRY**						$ -
20		NO SCOPE						
21								
22	05	**METALS**						$ -
23		NO SCOPE						

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24								
25	06	**WOODS & PLASTICS**						$ -
26		NO SCOPE						
27								
28	07	**THERMAL & MOISTURE PROTECTION**						$ 4,545
29		**JOINT SEALANTS & CAULKING**	**6,974**	**SF**	**$0.65**		**$ 4,545**	
30		JOINT SEALANTS & CAULKING - HM DOORS	1	EA	$45.00	$ 45.00		
31		JOINT SEALANTS & CAULKING - STOREFRONT & WINDOWS	1	LS	$4,500.00	$ 4,500.00		
32								
33	08	**OPENINGS [DOORS & WINDOWS]**						$ 110,200
34		**DOOR / FRAMES**	**6,974**	**SF**	**$0.32**		**$ 2,250**	
35		EXTERIOR HM DOOR & FRAME W/ HARDWARE - 3'-0"X7'-0"	1	EA	$2,250.00	$ 2,250.00		
36		**OVERHEAD COILING DOOR**	**6,974**	**SF**	**$0.93**		**$ 6,500**	
37		OVERHEAD COILING DOOR - 10'W X 8'H	1	EA	$6,500.00	$ 6,500.00		
38		**ALUMINUM STOREFRONT & WINDOWS**	**6,974**	**SF**	**$14.55**		**$ 101,450**	
39		ALUMINUM STOREFRONT & WINDOW	850	SF	$115.00	$ 97,750.00		
40		ALUMINUM STOREFRONT - DOOR KITS	2	PR	$1,850.00	$ 3,700.00		
41								
42	09	**FINISHES**						$ 23,068
43		**PAINTING**	**6,974**	**SF**	**$3.31**		**$ 23,068**	
44		PRESSURE CLEAN EXTERIOR WALLS	6,214	SF	$0.85	$ 5,281.90		
45		PRESSURE CLEAN EXTERIOR SOFFITS	790	SF	$0.85	$ 671.50		
46		SEAL AND PAINT EXISTING EXTERIOR WALLS	6,214	SF	$2.50	$ 15,535.00		
47		SEAL AND PAINT EXISTING EXTERIOR SOFFITS	790	SF	$2.00	$ 1,580.00		

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48								
49	**10**	**SPECIALTIES**						$ -
50		NO SCOPE						
51								
52	**11**	**EQUIPMENT**						$ -
53		PROVIDED BY OTHERS						
54								
55	**12**	**FURNISHINGS**						$ -
56		PROVIDED BY OTHERS						
57								
58	**13**	**SPECIAL CONSTRUCTION**						$ -
59		NO SCOPE						
60								
61	**14**	**CONVEYING SYSTEMS**						$ -
62		NO SCOPE						
63								
64	**21**	**FIRE SUPPRESSION SPRINKLER SYSTEM**						$ -
65		NO SCOPE						
66								
67	**22**	**PLUMBING**						$ -
68		NO SCOPE						
69								
70	**23**	**HEATING / VENTILATING / AIR CONDITIONING**						$ -
71		NO SCOPE						

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Line	CSI	Description	Total Quantity	Unit	Unit Cost	Extension	Subtotal	Division Subtotal
72								
73	**26**	**ELECTRICAL**						**$ -**
74		NO SCOPE						
75								
76	**T**	**DIRECT COST OF WORK:**				**$ 150,314.40**	**$ 150,314**	**$ 150,314**

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Line	CSI	Description	Total Quantity	Unit	Unit Cost	Extension	Subtotal	Division Subtotal
1	**01**	**GENERAL REQUIREMENTS**						**$ 32,800**
2		**MOBILIZATION / DEMOBILIZATION**	**6,974**	**SF**	**$4.70**		**$ 32,800**	
3		MOBILIZATION / DEMOBILIZATION (5%)	1	LS	$32,800.00	$ 32,800.00		
4								
5	**02**	**EXISTING CONDITIONS**						**$ 57,206**
6		**INTERIOR DEMOLITION**	**6,974**	**SF**	**$8.20**		**$ 57,206**	
7		REMOVE ACOUSTICAL TILE CEILING	6,565	SF	$1.25	$ 8,206.25		
8		REMOVE FURRING & DRYWALL	3,416	SF	$0.85	$ 2,903.60		
9		REMOVE STUD WALLS - DRYWALL 1-SIDE	503	SF	$1.25	$ 628.75		
10		REMOVE STUD WALLS - DRYWALL 2-SIDES	3,645	SF	$1.75	$ 6,378.75		
11		REMOVE DBL STUD WALLS - DRYWALL EACH SIDE	232	SF	$2.50	$ 580.00		
12		REMOVE EXISTING DOORS, FRAMES & HARDWARE	15	EA	$65.00	$ 975.00		
13		REMOVE ACCORDION FOLDING DOORS	2	EA	$65.00	$ 130.00		
14		REMOVE TOILET COMPARTMENTS	7	EA	$65.00	$ 455.00		
15		REMOVE URINAL SCREENS	2	EA	$15.00	$ 30.00		
16		REMOVE TOILET ACCESSORIES	1	LS	$125.00	$ 125.00		
17		REMOVE THINSET CERAMIC FLOOR TILE	527	SF	$0.60	$ 316.20		
18		REMOVE MUDSET QUARRY TILE	3,780	SF	$1.25	$ 4,725.00		
19		REMOVE VINYL COMPOSITION TILE	2,563	SF	$0.35	$ 897.05		
20		REMOVE EXISTING FIRE SPRINKLER SYSTEM	6,565	SF	$0.60	$ 3,939.00		
21		REMOVE EXISTING PLUMBING SYSTEM	6,565	SF	$2.00	$ 13,130.00		
22		REMOVE EXISTING HVAC SYSTEM	6,565	SF	$1.25	$ 8,206.25		
23		REMOVE EXISTING ELECTRICAL SYSTEM	6,565	SF	$0.85	$ 5,580.25		

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24								
25	**03**	**CONCRETE**						**$ 33,388**
26		**CAST-IN-PLACE CONCRETE**	**6,974**	**SF**	**$2.17**		**$ 15,120**	
27		CONCRETE TOPPING SLAB - 2" MINIMUM	3,780	SF	$4.00	$ 15,120.00		
28		**FLOOR PATCH**	**6,974**	**SF**	**$2.62**		**$ 18,268**	
28		INFILL SLAB PATCH AFTER REMOVAL OF EXISTING PLUMBING	4,307	SF	$2.50	$ 10,767.50		
29		SLAB PATCH AT NEW PLUMBING	1	LS	$7,500.00	$ 7,500.00		
30								
31	**04**	**MASONRY**						**$ -**
32		NO SCOPE						
33								
34	**05**	**METALS**						**$ 2,500**
35		**MISCELLANEOUS METALS**	**6,974**	**SF**	**$0.36**		**$ 2,500**	
36		STEEL SUPPORT FRAMING FOR NEW ROOFTOP HVAC UNITS	1	LS	$2,500.00	$ 2,500.00		
37								
38	**06**	**WOODS & PLASTICS**						**$ 900**
39		**CARPENTRY**	**6,974**	**SF**	**$0.13**		**$ 900**	
40		PLYWOOD EQUIPMENT BOARDS	4	EA	$225.00	$ 900.00		
41		**MILLWORK**	**6,974**	**SF**	**$0.00**		**$ -**	
42		NO SCOPE						
43								
44	**07**	**THERMAL & MOISTURE PROTECTION**						**$ -**
45		**THERMAL INSULATION**	**6,974**	**SF**	**$0.00**		**$ -**	
46		THERMAL INSULATION INCLUDED W/ DRYWALL	0	EA	$0.00	$ -		

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Line	CSI	Description	Total Quantity	Unit	Unit Cost	Extension	Subtotal	Division Subtotal
47								
48	**08**	**OPENINGS [DOORS & WINDOWS]**						**$ 29,550**
49		**DOOR / FRAMES**	**6,974**	**SF**	**$4.24**		**$ 29,550**	
50		INTERIOR HM DOOR & FRAME W/ HARDWARE - 3'-0"X7'-0" -	1	EA	$2,250.00	$ 2,250.00		
51		INTERIOR HM DOOR & FRAME W/ HARDWARE - 3'-0"X7'-0" -	14	EA	$1,950.00	$ 27,300.00		
52								
53	**09**	**FINISHES**						**$ 119,315**
54		**DRYWALL**	**6,974**	**SF**	**$6.32**		**$ 44,078**	
55		**INTERIOR PARTITIONS**						
56		1.5" Z-FURRING W/ INSULATION @ PERIMETER WALLS UNDERSIDE OF STRUCTURE	4,240	SF	$3.50	$ 14,840.00		
57		4" STUD FRAMING W/ DRYWALL 1 SIDE	330	SF	$4.00	$ 1,320.00		
58		4" STUD FRAMING W/ DRYWALL 2 SIDES W/ SOUND	2,462	SF	$7.25	$ 17,849.50		
59		6" STUD FRAMING W/ DRYWALL 2 SIDES W/ SOUND	174	SF	$7.50	$ 1,305.00		
60		8" STUD FRAMING W/ DRYWALL 2 SIDES W/ SOUND	610	SF	$8.75	$ 5,337.50		
60		SUSPENDED DRYWALL CEILINGS	527	SF	$6.50	$ 3,425.50		
61		**TILE**	**6,974**	**SF**	**$1.33**		**$ 9,242**	
62		CERAMIC FLOOR TILE - THINSET	527	SF	$6.50	$ 3,425.50		
63		CERAMIC TILE BASE	165	LF	$5.25	$ 866.25		
64		CERAMIC TILE WAINSCOT	825	SF	$6.00	$ 4,950.00		
65		**ACOUSTICAL CEILING TILE**	**6,974**	**SF**	**$2.80**		**$ 19,516**	
66		ACT CEILING	6,005	SF	$3.25	$ 19,516.25		

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67		**RESILIENT BASE & CARPET**	**6,974**	**SF**	**$3.91**		**$ 27,276**	
68		VINYL BASE	772	LF	$3.00	$ 2,316.00		
69		CARPET	6,240	SF	$4.00	$ 24,960.00		
70		**PAINTING**	**6,974**	**SF**	**$2.75**		**$ 19,204**	
70		SEALED CONCRETE	105	SF	$2.00	$ 210.00		
71		INTERIOR PAINTING - DRYWALL PARTITIONS	7,443	SF	$2.25	$ 16,746.75		
72		INTERIOR PAINTING - DRYWALL CEILINGS	527	SF	$2.25	$ 1,185.75		
73		INTERIOR PAINTING - EXPOSED STRUCTURE	105	SF	$2.25	$ 236.25		
74		DOORS & FRAMES - SINGLE	15	EA	$55.00	$ 825.00		
75								
76	**10**	**SPECIALTIES**						**$ 16,450**
77		**TOILET COMPARTMENTS**	**6,974**	**SF**	**$0.88**		**$ 6,150**	
78		TOILET COMPARTMENTS - ADA	2	EA	$950.00	$ 1,900.00		
79		TOILET COMPARTMENTS	6	EA	$600.00	$ 3,600.00		
80		URINAL SCREENS	2	EA	$325.00	$ 650.00		
81		NO SCOPE						
82		**RESTROOM ACCESSORIES**	**6,974**	**SF**	**$0.93**		**$ 6,500**	
83		RESTROOM ACCESSORIES	1	LS	$6,500.00	$ 6,500.00		
84		**SIGNAGE**	**6,974**	**SF**	**$0.36**		**$ 2,500**	
85		INTERIOR SIGNAGE, ALLOWANCE	1	LS	$2,500.00	$ 2,500.00		
86		**FIRE EXTINGUISHERS & CABINETS**	**6,974**	**SF**	**$0.19**		**$ 1,300**	
87		FIRE EXTINGUISHERS & CABINETS	4	EA	$325.00	$ 1,300.00		
88								
89	**11**	**EQUIPMENT**						**$ -**
90		PROVIDED BY OTHERS						

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91								
92	**12**	**FURNISHINGS**						**$ -**
93		PROVIDED BY OTHERS						
94								
95	**13**	**SPECIAL CONSTRUCTION**						**$ -**
96		NO SCOPE						
97								
98	**14**	**CONVEYING SYSTEMS**						**$ -**
99		NO SCOPE						
100								
101	**21**	**FIRE SUPPRESSION SPRINKLER SYSTEM**						**$ 17,920**
102		**FIRE SUPPRESSION SPRINKLERS**	**6,974**	**SF**	**$2.57**		**$ 17,920**	
103		SPRINKLER SYSTEM (EXTENSION FROM MAIN)	1	LS	$3,500.00	$ 3,500.00		
104		SPRINKLER SYSTEM (125 SF/HD)	56	HDS	$195.00	$ 10,920.00		
105		SPRINKLER SYSTEM - ENGINEERING	1	LS	$3,500.00	$ 3,500.00		
106								
107	**22**	**PLUMBING**						**$ 50,500**
108		**PLUMBING**	**6,974**	**SF**	**$7.24**		**$ 50,500**	
109		NEW PLUMBING FIXTURES - ALLOWANCE	20	EA	$2,250.00	$ 45,000.00		
110		DOMESTIC WATER - EXTEND TO MAINS	1	LS	$2,500.00	$ 2,500.00		
111		SANITARY - EXTEND TO MAINS	1	LS	$3,000.00	$ 3,000.00		
112								
113	**23**	**HEATING / VENTILATING / AIR CONDITIONING**						**$ 132,506**
114		**HVAC**	**6,974**	**SF**	**$19.00**		**$ 132,506**	
115		NEW HVAC SYSTEM	6,974	SF	$17.50	$ 122,045.00		
116		HVAC - TEST & BALANCE	6,974	SF	$1.50	$ 10,461.00		

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117								
118	**26**	**ELECTRICAL**						**$ 195,315**
119		**NEW ELECTRICAL WORK**	**6,974**	**SF**	**$28.01**		**$ 195,315**	
120		ELECTRICAL, COMMUNICATIONS, & ELECTRONIC SAFETY & SECURITY - ALLOWANCE	6,974	SF	$22.50	$ 156,915.00		
121		ELECTRICAL SYSTEMS FOR TRAINING TABLES & COMPUTER DESKS - ALLOWANCE	32	EA	$1,200.00	$ 38,400.00		
121								
122	**T**	**DIRECT COST OF WORK:**				**$ 688,349.85**	**$ 688,350**	**$ 688,350**

BCC MEETING DATE: March 9, 2021
AGENDA ITEM: PH-2

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners **DATE:** March 2, 2021

VIA: Taryn Kryzda
County Administrator

FROM: George Stokus, Assistant County Administrator

REF: 21-0463

SUBJECT: **COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS PROGRAM PRESENTATION**

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The County was required to conduct a four-factor analysis as an additional grant application procedure which has been completed by staff. Attached is the document requiring the Chair's signature (Four-Factor Analysis for Limited English Proficiency Persons).

Also attached is the PowerPoint presentation.

REVISED RECOMMENDED ACTION:
Move that the Board receive public comment on the proposed use of CDBG-CV funds.
Move that the Board authorize the Chair to sign the Four-Factor Analysis for Limited English Proficiency Persons document.

TK/GS/dg
Attachments

Reviewed by County Attorney's Office

FOUR-FACTOR ANALYSIS
FOR LIMITED ENGLISH PROFICIENCY PERSONS

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

MARTIN COUNTY

Purpose: In compliance with Executive Order 13166, Martin County has developed the following Four Factor Analysis for Limited English Proficiency (LEP) persons.

History: Title VI of the Civil Rights Act of 1964 is the federal law that protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have limited English proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

Martin County Four-Factor Analysis: The following Four-Factor Analysis will serve as the guide for determining which language assistance measures Martin County will undertake to guarantee access to the Martin County Community Development Block Grant (CDBG) programs by LEP persons.

1. Number or proportion of LEP persons served or encountered in the eligible service population (served or encountered includes those persons who would be served by the recipient if the person received education and outreach and the recipient provided sufficient language services).

   Response: Martin County utilized American Community Survey data within the 2019 5-Year Language Spoken at Home for the Population 5 Years and Over table (C16001). The following people speak English less than "very well" in Martin County:

Language Group	Speak English Less than "Very Well"	Percent of Population
Spanish	6,843	4.5%
French, Haitian, or Canjun	318	0.2%
German or other West Germanic languages	160	0.1%
Russian, Polish, or other Slavic languages	131	0.1%
Other Indo-European languages	526	0.3%
Korean	0	0%
Chinese (including Madarin, Catonese)	159	0.1%
Vietnamese	35	0.0%

Tagalog (including Filipino)	96	0.1%
Other Asian and Pacific Island languages	98	0.1%
Arabic	0	0%
Other and unspecified languages	163	0.1%

Based on this data, no language group exceeds 5% of Martin County's population.

2. The frequency with which the LEP persons come into contact with the program.

   Response: The proposed project will provide job training and other learning opportunities for LEP persons, among many Martin County residents, on an ongoing basis.

3. The nature and importance of the program, activity, or service provided by the program.

   Response: The pandemic has highlighted a desperate need to reeducate or up-skill the existing and entering workforce in Martin County. Martin County seeks to rehabilitate Building 17 at Witham Field to operate as a Learning Center, with job training and other educational opportunities available from Indian River State College. Low- and moderate-income individuals are the target audience for this training, including LEP persons.

4. The resources available and costs to the recipient.

   Response: Martin County provides translation services for all public notices. Additionally, Martin County uses the Language Line Solutions service to provide translation services to communicate with LEP residents. Martin County is also proposing to conduct English as a Second Language courses at the training center. Therefore, these limited LAP measures are reasonable given the resources available to Martin County.

Once the Four-Factor Analysis has been completed, the community must determine if a LAP is required.

If the community determines that a LAP is **not** required, then the certification below should be signed and dated by the chief elected official and the Four-Factor Analysis should be kept in the Fair Housing and Equal Opportunity CDBG program file.

If the Four-Factor Analysis identifies a LEP threshold population and/or if the nature of the program activities is such that a LAP is triggered, please delete the certification below and complete the LAP section at the end of this sample document.

Certification: Based on the above Four-Factor Analysis, Martin County is not required to develop a LAP. However, Martin County will make all reasonable attempts to accommodate language access needs of residents requesting oral translation during citizen participation activities.

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

Community Development Block Grant-(CV)

MARTIN COUNTY LEARNING CENTER

Overall Objectives

- Upskill existing workforce from Retail and Hospitality Employment into a more economically stable industry.
- Target underserved communities to transition into jobs that exist and thrive in Martin County.
- Act as a starting point for people who may be entering into a vocational trade or license program.
- Act as a facility that can be used to better educate existing workforce
  - CEU's
  - Additional Licensing




Building 17
SE Airport RD
Legend
Lot Lines
Lots
Blocks
Parcel Polygons
Subdivision
Roads
EXP
MAA; MAC; MIA; PKY
MIC

Roles & Responsibilities

- County – Provide the Facility
- Indian River State College – Staff and Educate Workforce

  Collaboration of Other Entities – provide services and programming

  - Career Source
  - Martin County School District
  - Others
- Business Community – Demonstrate Demand, Send Employees, & Hire New Candidates

Financial Commitments

Capital Request - $1,400,000*

- 4/18/2019 Engineer Estimate Package (Attached)

Operating Costs – To be handled by IRSC through programming

- Future Board Item to come forward for License Agreement or Sub-lease of building

Recommended Action

- Move that the Board receive public comment on the proposed use of CDBG-CV funds.

Agenda Item Summary

File ID: 21-0476 PH-3 **Meeting Date:** 3/9/2021

PLACEMENT: Public Hearings

TITLE:

PUBLIC HEARING ON PROPOSED TRICO SETTLEMENT FOR ALISON WATSON V. PAPA SIERRA, LLLP D/B/A PIRATES COVE RESORT & MARINA AND MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, MARTIN COUNTY CIRCUIT COURT CASE NO. 19-885-CA

EXECUTIVE SUMMARY:

In accordance with the Procedure for TRICO settlements established by the Board of County Commissioners (Board), the public is provided an opportunity to comment on the proposed settlement. The case arose from a concrete pad/slab at the end of the County boardwalk at Pirates Cove Resort & Marina that plaintiff alleged had not been properly maintained by the Pirates Cove Resort & Marina or Martin County. The County is self-insured and TRICO (our insurance pool) assigned counsel to the matter. Settlement discussions occurred on this case between all parties. A proposed settlement is before the Board for public comment.

DEPARTMENT: Administration

PREPARED BY: **Name:** Carolyn Brada
Title: Risk Management Analyst

REQUESTED BY:

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The following facts were provided from Relation Insurance Services, Martin County's (County) third party administrator for our self-insured program: Ms. Watson was stepping off the end of the boardwalk at Pirates Cove Resort & Marina. The concrete slab was significantly depressed, and Ms. Watson tripped and fell. Ms. Watson filed a personal injury lawsuit against Papa Sierra, LLLP d/b/a Pirates Cove Resort & Marina and Martin County. A global settlement in the amount of $200,000 was reached between the parties with TRICO paying $100,000 on behalf of Martin County and Papa Sierra, LLLP D/B/A Pirates Cover Resort & Marina paying $100,000.

A public hearing on this proposed settlement is required by the Procedure for TRICO Settlements adopted by the Board. Any proposed settlement of a TRICO case involving an amount in excess of $5,000 must be considered at a public hearing prior to TRICO and the County finalizing the settlement. Following the public hearing, County staff will notify the appropriate parties that the

Board has completed the process required by the Procedure for TRICO Settlements, which includes a public hearing allowing for comment by any members of the public as well as comment by any member of the Board. The settlement is fully funded by TRICO. Attorney Garrison M. Dundas was assigned as counsel for this case and represented the County during settlement discussions. It is the recommendations of TRICO and Mr. Dundas that this settlement is in the best interests of the County.

ISSUES:

Pursuant to the Procedure for TRICO Settlements adopted by the Board, the Board is required to conduct a public hearing concerning the proposed settlement agreement.

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 conduct the public hearing and receive public comment on the proposed settlement by any member of the public and any member of the Board of County Commissioners.
2. Move that the Board direct staff to notify TRICO that the Settlement Procedures have been completed and the settlement should be finalized.

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 SETTLEMENT

Claimant: Alison Watson

Court Case: 2019CA000885CAAXMX

Alison Watson vs Papa Sierra, LLLP D/B/A Pirates Cove Resort & Marina and Martin County Board of County Commissioners

Nature of Claim: General Liability

Facts of Case: On July 16, 2018 Ms. Watson was stepping off boardwalk at Pirates Cove Resort & Marina. The slab was significantly depressed, and Ms. Watson tripped and fell. Ms. Watson filed a personal injury lawsuit against Papa Sierra, LLLP D/B/A Pirates Cove Resort & Marina and Martin County.

Settlement Amount: A global negotiated settlement was reached, and TRICO is paying $100,000. on behalf of Martin County and Papa Sierra, LLLP D/B/A Pirates Cove Resort & Marina is paying $100,000.

File ID: 21-0454 PHQJ-1 **Meeting Date:** 3/9/2021

PLACEMENT: Public Hearings - Quasi-Judicial

TITLE:

TRADEWINDS OF HOBE SOUND REQUEST FOR MAJOR FINAL SITE PLAN APPROVAL (A046-009)

EXECUTIVE SUMMARY:

Laurel Lane Holdings, LLC, requests major final site plan approval for the development of a 177 multi-family unit project on an undeveloped approximate 12.8-acre parcel located on the east side of SE Federal Highway approximately one mile south of SE Osprey Street in Hobe Sound. 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: Laurel Lane Holdings, LLC, Michael Dooley

PRESET:

PROCEDURES: Quasi-Judicial

BACKGROUND/RELATED STRATEGIC GOAL:

Laurel Lane Holdings, LLC has requested approval of a major final site plan for the development of a 177 multi-family unit project on an undeveloped approximate 12.8-acre parcel located on the east side of SE Federal Highway approximately one mile south of SE Osprey Street in Hobe Sound. Included is a request for a Certificate of Public Facilities Reservation.

The zoning district designation for the property is RM-10, High Density Residential District with a future land use designation of High Density. The RM-10 zoning district permits multi-family residential development up to a maximum gross density of 10 units per acre. However, Section 4.13A.7.(5), Comprehensive Growth Management Plan, Martin County Code, permits final site plans to be approved for a maximum gross density of 15 units per acre on land with a High Density Future Land Use Designation, if the developer commits to providing affordable housing to eligible households as defined by Section 2.4, Comprehensive Growth Management Plan and complies with all other enumerated standards. Accordingly, pursuant to a commitment by Laurel Lane Holdings, LLC, to provide Work Force housing, a density bonus of forty-nine (49) units is proposed. The resulting residential density of the development would be 13.81 units per acre.

The project will provide additional open road access from SE Federal Highway to SE Dixie by

improving and opening an existing platted right-of-way bordering the south side of the property (Kimberly Way). Proposed preserve areas contain rare and unique habitat that account for approximately 25% of the development area. Storm water management is proposed via on-site dry detention areas and exfiltration trenches. Proposed amenities for the development include a club house, gym, swimming pool and dog park.

The following items are attached:
Staff Report
Final Site Plan
Resolution to Approve
PAMP
Application Materials
Architectural Plans
Landscape Plans
Disclosure of Interest
Legal Ad
Sample Notice Letter
Sign Posting Affidavit
Resolution to Deny

ISSUES:

There are no unresolved issues related to 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 Final Site Plan and Preserve Area Management Plan (PAMP) for Tradewinds at Hobe Sound and adopt the resolution of approval including the requirement that commencing with the date of initial occupancy, forty-nine (49) units of the dwelling units shall at all times remain as affordable housing units.

ALTERNATIVE RECOMMENDATIONS

Move that the Board continue the request for major final site plan approval to a date certain.

FISCAL IMPACT:

RECOMMENDATION

The applicant has paid the $9,127.00 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

TRADEWINDS OF HOBE SOUND
MAJOR FINAL SITE PLAN

Applicant:	Laurel Lane Holdings, LLC
Property Owner:	Laurel Lane Holdings, LLC
Agent for the Applicant:	Michael Dooley
County Project Coordinator:	Peter Walden, AICP, Principal Planner
Growth Management Director:	Paul Schilling
Project Number:	A046-009
Application Type and Number:	DEV2020050010
Report Number:	2020_0209_A046-009_Staff_Report_Final
Application Received:	06/09/2020
Transmitted:	06/09/2020
Date of Report:	07/13/2020
Resubmittal Received:	11/10/2020
Transmitted:	11/10/2020
Date of Report:	12/10/2020
Resubmittal Received:	12/30/2020
Transmitted:	01/04/2021
Date of Report:	01/19/2021
Revised Report:	02/09/2021
LPA Hearing Date:	02/18/2021
BCC Hearing Date:	03/09/2021

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B. Project description and analysis

Request for a major final site plan for the development of a 177 multi-family unit townhouse development of an undeveloped approximate 12.8 acre parcel located on the east side of SE Federal Highway about one mile south of SE Osprey Street in Hobe Sound. Included is a request for a Certificate of Public Facilities Reservation.

The zoning district designation for the property is RM-10 with a future land use of high density. The RM-10 zoning district permits multi-family residential development up to 10 units per acre. However, Policy 4.13.7.(5) allows a maximum of 15 units per acre contingent on the commitment to provide affordable

housing as defined in Chapter 2 of the Comprehensive Growth Management Plan (CGMP). The resulting residential density of the development is 13.81 units per acre.

The project will provide additional open road access from SE Federal Highway to SE Dixie by improving and opening an existing platted right-of-way bordering the south side of the property. Proposed preserve areas contain rare and unique habitat that account for approximately 25% of the development. Storm water management is proposed via on-site dry detention areas and exfiltration trenches. Proposed amenities for the development include a club house, gym, swimming pool and dog park.

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	CommunityRedevelopment	Santiago Abasolo	288-5485	N/A
I	Property Management	Ellen MacArthur	221-1334	Comply
J	Environmental	Shawn McCarthy	288-5508	Comply
J	Landscaping	Karen Sjoholm	288-5909	Comply
K	Transportation	Lukas Lambert	221-2300	Comply
L	County Surveyor	Tom Walker	288-5418	N/A
M	Engineering	Stephanie Piche	223-4858	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	Stephanie Piche	223-4858	Comply
R	Health Department	Todd Reinhold	221-4090	N/A
R	School Board	Kimberly Everman	219-1200	Comply
S	County Attorney	Krista Storey	288-5923	N/A
T	Adequate Public Facilities	Peter Walden	219-4923	Pending

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D. Review Board action

This application meets the threshold requirements for processing as a major development. As such, a review of this application is required by the Local Planning Agency (LPA) and final action by the Board

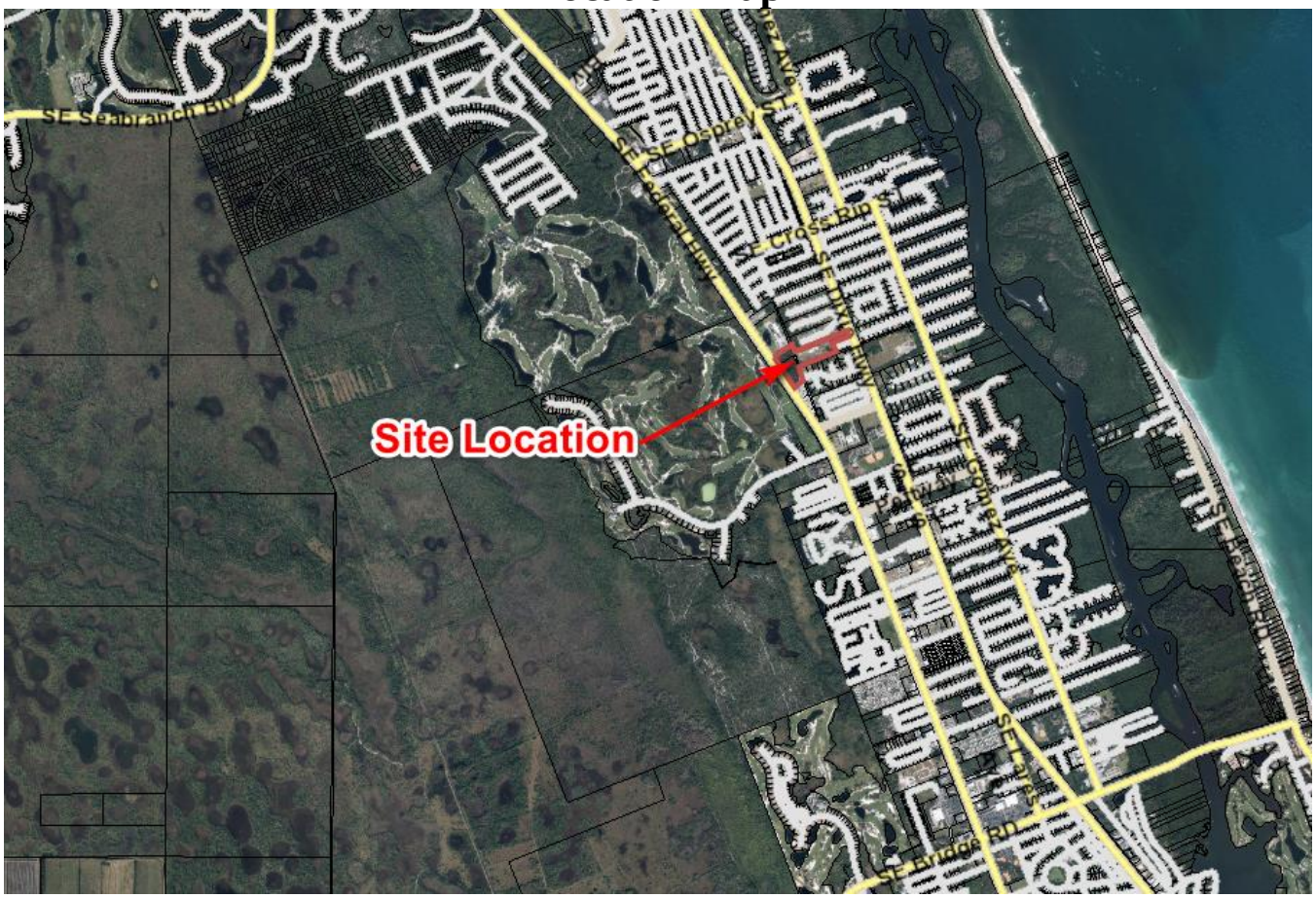
of County Commissioners (BCC). Both the LPA and the BCC meetings must be public hearings.

The applicant addressed the non-compliance findings from the staff report dated December 10, 2020 with its resubmittal dated December 30, 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:	34-38-42-061-000-00031-0 34-38-42-061-000-00020-3 34-38-42-000-103-00020-9
Existing Zoning:	RM-10
Future land use:	High Density
Commission district:	3

Location Map



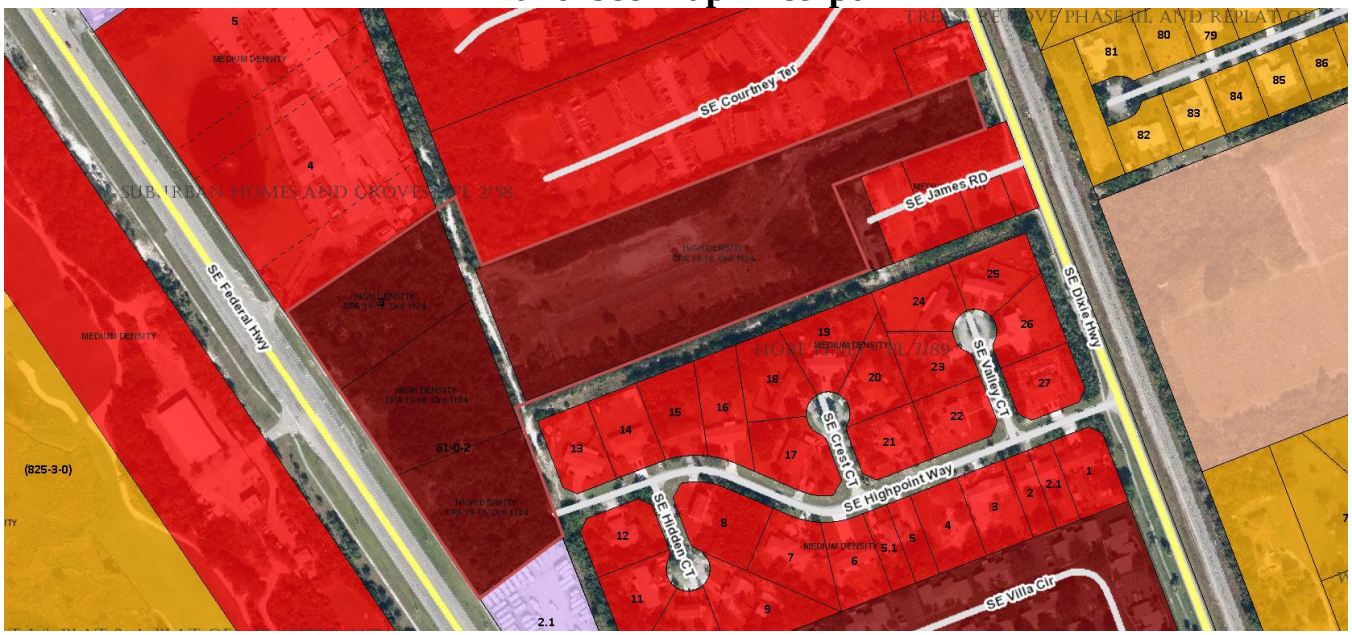
Aerial



Zoning Atlas Excerpt



Land Use Map Excerpt



F. Determination of compliance with Comprehensive Growth Management Plan requirements - Growth Management Department

High Density Residential development. The High Density Residential development designation is reserved for land near employment centers in the core of the Primary Urban Service District. The maximum density is 10 units per gross acre. However, sites shall be approved for a maximum of 15 units per gross acre, assuming compliance with all of the following criteria:

(a) The development commits to providing affordable housing to eligible households as defined by Chapter 2 Overall Goals and Definitions;

(b) The site shares a common zoning district boundary with a Commercial or Industrial district or a Medium Density or High Density Residential area as reflected on the Zoning Atlas or FLUM;

(c) The site is or can be served by a full complement of urban services including water and wastewater service from a regional public utility;

(d) The applicant provides a significant open space buffer, natural landscape (including a landscaped berm where appropriate), plant material and/or an aesthetic wall or fence to effectively shield the residential use from any existing or potential adjacent nonresidential use or from any single-family use.

In reviewing specific densities, the aim shall be to preserve the stability and integrity of established residential development, maintain compatibility with it and provide equitable treatment of lands with similar characteristics. Landscaping, screening, buffering and similar design techniques shall be used to assure a smooth transition between residential structure types and densities.

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

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:

Item #1: The Workforce housing criteria is still under review and final documentation will require review by the County.

Item #2: Land Clearing
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. MARTIN COUNTY, FLA., LDR § 4.37

H. Determination of compliance with the urban design and community redevelopment requirements – Community Development Department

Commercial Design
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)

Community Redevelopment Area
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

The applicant is to provide land dedication documents required for the right of way and corner clip - dedication of right of way on both sides of SE Eagle Avenue and a 25 foot corner clip at the corner of SE Eagle Avenue and SE Kimberly Way pursuant to Section 4.843.B.4, Land Development Regulations, Martin County, Fla. (2010).

TITLE COMMITMENT

1. Original Title Commitment for the proposed dedication site(s).

2. The Proposed Insured is: Martin County, a political subdivision of the State of Florida
3. The Insurable Amount is subject to approval by the Real Property Division.
4. Legible copies of all documents listed on the Title Commitment as B-II Exceptions must be provided with the Title Commitment.

Note: The applicant has complied with this requirement.

SURVEY – SKETCH AND LEGAL DESCRIPTION
1. Two (2) original signed and sealed Surveys of the dedication site (s).
2. The Survey must be certified to Martin County, a political subdivision of the State of Florida and to the Title Company.
3. The Survey must be prepared with the benefit of the Title Commitment and include the Commitment Number, Name of the Title Company and Date and Time of the Commitment. 4. Parcel ID number(s) must be included.
5. All title exceptions that can be plotted must be shown on the Survey.
6. The legal description for the dedication site(s) on the Survey must match the legal description on the proposed Plat or Planned Unit Development (PUD), if applicable.
7. Two (2) original 8 ½" by 11" signed and sealed Sketch and Legal Descriptions of the dedication site(s) must be provided.

Note: The applicant submitted the sketch & legal on January 13, 2021 and it has been reviewed by County staff. Awaiting final signed/sealed documents from surveyor.

ENVIRONMENTAL SITE ASSESSMENT
1. A Phase I Environmental Site Assessment must be provided stating that there are No Recognized Environmental Conditions in accordance with the current standards of the American Society for Testing Material (ASTM15271).
2. The Phase I report must be dated within 180 days of submission or include a current updated letter from the ESA firm.
3. The Phase I Environmental Site Assessment and/or the update letter must state that Martin County, a political subdivision of the State of Florida can rely on the results of the report.

Note: The applicant has complied with this requirement.

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.

Landscaping

Findings 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 177 unit multi-family development. The applicant has submitted landscape plans that provide 3.48 acres of landscape area which equates to 27.2% of the development area to document compliance with Section 4.663.A.1., Land Development Regulations, Martin County, Fla. (2013). Pursuant to this regulation a minimum of 20% of the total development area shall be landscaped.

Section 4.663.A.3.a. Land Development Regulations, Martin County, Fla. (2013) requires that all multi-family developments provide at least one tree per 1,500 sq. ft. of site area, a minimum of 276 trees for the 414,283 sq.ft. development area. To demonstrate compliance the applicant has proposed the planting of 322 trees and 196 palms credited at @3:1 ratio..

Landscaped bufferyards are required between differing land uses and along certain transportation corridors. Adjacent land use along most of the south property line consists of single family residential use and requires a Type 1 buffer; this buffer has been provided along Kimberly Way. A Type 3 buffer is required along the western portion of this property line where adjacent to general commercial land use. This requirement is being satisfied with a proposed upland preserve. Required buffers along the north property line are also being satisfied with upland preserve areas. Section 4.663.B.1.a, Land Development Regulations, Martin County, Fla. (2013).

Wherever new residential dwelling units are proposed to be located along any minor or major arterial road, excluding Community Redevelopment Overlay Districts, a Type 5 bufferyard shall be required to screen the view of the dwelling units from the street Section 4.663.B.2., Land Development Regulations, Martin County, Fla. (2013).). The project is adjacent to Federal Highway/US 1 a major arterial road and a Type 5 Buffer is required along the west property line. This buffer can be reduced to a 30-foot-width when 100 percent of such vegetation is made up of native plants. This project has proposed to utilize this reduced width variation and is utilizing 100% native species within this buffer.

Alterations cannot be made to the plans after final site plan approval. Any alteration may require an application to amend the affected approved plans.

While this project is a comply for landscape requirements, there are several conflicts between utilities and parking lot island tree plantings; the applicant is cautioned to consider the placement of utilities and any underground or above ground site improvement that could cause a conflict with the landscaping and possibly cause a change or amendment.

As-built landscape plans submitted prior to the release of a certificate of occupancy will be checked against the approved drawings. Inconsistencies may block the issuance of the certificate of occupancy and cause the applicant to begin the application process for a change or an amendment to the development order.

K. Determination of compliance with transportation requirements - Engineering Department

Findings of Compliance:

The Traffic Division of the Public Works Department finds this application in compliance.

Compliance with Adequate Public Facilities Ordinance:

Staff has reviewed the Traffic Statement prepared by The MilCor Group, Inc, dated April 2020. The MilCor Group, Inc. stated that the site's maximum impact was assumed to be 47 directional trips during the AM peak hour. Staff finds that SE Federal Highway is the recipient of a majority of the generated trips. The generalized service capacity of SE Federal Highway is 2000. The project impact is 2.37% of the maximum volume of that roadway. SE Federal Highway is currently operating at a level of service C; it is anticipated to operate at level of service C at buildout (year 2022).

L. Determination of compliance with county surveyor - Engineering Department

N/A
The applicant has indicated that there are no proposed changes to the approved project boundary as part of the current application. Therefore, The Engineering Department was not required to review this application for consistency with the Martin County Codes for survey requirements contained in Article 4 of the Land Development Regulations. MARTIN COUNTY, FLA., LDR §10.1.F

M. Determination of compliance with engineering, storm water and flood management requirements - Engineering Department

Compliance with Adequate Public Facilities Ordinance:
This project will provide the proposed development sufficient services based upon the adopted LOS for stormwater management facilities.

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 excavation of 3,340 cubic yards is proposed; therefore, a hauling fee of $0.21 per cubic yard of material being hauled from the site in the amount of $701.40 shall be paid within sixty (60) calendar days of the project approval. The applicant demonstrated compliance with Division 8.

Division 9- Stormwater Management: The applicant has demonstrated the proposed development will include full on -site retention the 100-year 3-day storm event. The applicant proposed a stormwater system consisting of exfiltration trenches and dry retention areas. The applicant demonstrated the water quality volume is being met in the proposed stormwater system; thereby, the required attenuation and water quality treatment is in compliance with Division 9.

Division 10 - Flood Protection: The proposed finish floor elevations are above 100-year, 3-day zero discharge storm stage elevation; therefore, the applicant demonstrated compliance with Division 10.

Division 14 - Parking and Loading: The applicant demonstrated compliance with the parking and loading requirements set forth in Division 14 with the design and layout of the proposed on-site parking facilities.

Division 19- Roadway Design: The applicant is not proposing to make modifications to SR-5, SE Kimberly Way, or SE Dixie Highway. The applicant demonstrated compliance with Division 19 with the design of the proposed driveway connections.

Development Order Conditions:

1. The applicant is proposing to haul 3,340 cubic yards from the site. A hauling fee of $0.21 per cubic yard of material being hauled from the site in the amount of $701.40 shall be paid within sixty (60) calendar days of the project approval

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. (2020).

Electronic Files

Findings of Compliance

Both AutoCAD site plan and boundary survey were received and found to be in compliance with Section 10.2.B.2., Land Development Regulations, Martin County, Fla. (2019)

Both AutoCAD site plan and boundary survey were 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. [Martin County, Fla., LDR, Article 4, Division 5] (2016)

P. Determination of compliance with fire prevention and emergency management requirements – Fire Rescue Department

Finding of Compliance;

The Fire Prevention Bureau finds this submittal in compliance with the applicable provisions governing construction and life safety standards of the Florida Fire Prevention Code and referenced publications. 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.

Q. Determination of compliance with Americans with Disability Act (ADA) requirements – Public Works Department

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

N/A
There are no onsite potable wells or septic disposal systems, pursuant to Section 10.1.F, LDR, Martin County, Fla. Therefore, the Department of Health was not required to review this application for consistency with the Martin County Codes.

Martin County School District
CIP

School Concurrency Determination

Project: Tradewinds at Hobe Sound – Final Site Plan
Date Received: June 9, 2020
Project #: A046-009, Major Final, (Round 1)
Owner/Applicant: Laurel Lane Holdings LLC/ Michael Dooley
Location: 2 Miles N. of Bridge Rd. on East side of US1 in Hobe Sound

Planned Project Units: 176 MF + 1 SF = 177 Total Units Project Unit Yield by Type of School

School Type	Rate	Students
Elementary:	.098	18
Middle School:	.053	9
High School:	.070	12
SGR =	**.221**	**39**

Service Area Analysis:

CSA ANALYSIS	A	B	C	D	E	F	G	H
SOUTH CSA SCHOOLS	**LOS CAPACITY**	**3 YR. ADDED CAPACITY**	**TOTAL LOS CAPACITY (A+B)**	**OCTOBER STUDENT ENROLLMENT**	**PROJECTS w/RESERVED CAPACITY**	**THIS PROJECT DEMAND**	**TOTAL DEMAND (D+E+F)**	**AVAILABLE CAPACITY (C - G)**
Elementary								
Crystal Lake Elem	649	0	649	512	1		511	138
Hobe Sound Elem	675	0	675	566	28	18	520	155
Seawind Elem	675	0	675	586	34		552	123
Total	1999	0	1999	1664	63		1583	416
Middle								
Anderson Middle	1150	0	1150	1106	28		1078	72
Murray Middle	859	0	859	663	25	9	629	230
Total	2009	0	2009	1769	53		1707	302
High								
South Fork High	2138	0	2138	1898	61	12	1825	313

Concurrency Availability: Pursuant to the City, County, School District Interlocal Agreement for School Planning and Siting, Section 6.2.7 and Article 5 of the Martin County Land Development Regulations, Division 5, Section 5.83, the School District has determined that sufficient school capacity currently ***exists*** at all grade levels to serve the change in residential dwelling units proposed in this application to meet the school concurrency requirements under Florida Statute 163.3180.

School Capacity: This analysis is only used to serve as a review of the potential impact of the schools within the area of a future residential land use. School capacity *shall* be reserved for the above referenced project upon receipt of a final approval from the Martin County Growth Management Department. This concurrency reservation shall expire **three (3)** years from the date of issuance of this concurrency determination.

Comments: This determination does not guarantee that the students from the above referenced project will be assigned to attend a particular school(s). Please note if capacity demand should exceed existing availability, students may be housed in relocatable units.

Letter of No Objection w/Conditions: At this time we can provide a ***letter of no objection*** with the following conditions:

1. None

School District Contact: Kimberly Everman / Capital Planner- Projects Specialist **Date Issued:** 6/30/2020

Telephone: 772- 219-1200, Ext.30220
E-Mail: evermak@martin.k12.fl.us

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 – SMRU
Findings – in place
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 – SMRU
Findings – positive evaluation
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 – positive evaluation
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)
positive evaluation
Source - Engineering Department
Reference - see Section K of this staff report

Mass transit facilities (Section 5.32.D.3.g, LDR)
Findings - in place
Source - Engineering Department
Reference - see Section K of this staff report

Public safety facilities (Section 5.32.D.3.h, LDR)
Findings - in place
Source - Growth Management Department
Reference - see Section P of this staff report

Public school facilities (Section 5.32.D.3.i, LDR)
Findings - in place
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:

One (1) Copy 24” x 36” of the Construction drawings. (rolled)

Item #7:

One (1) copy 24" x 36" of the approved site plan.(rolled)

Item #8:

One (1) 24" x 36" copies of the approved landscape plan signed and sealed by a landscape architect licensed in the State of Florida. (rolled)

Item #9:

One (1) digital copy of site plan in AutoCAD 2010 - 2014 drawing format (.dwg). The digital version of the site plan must match the hardcopy version as submitted.

Item #10:

Original of the construction schedule.

Item #11:

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 #12:

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.

Item #13:

Original and one (1) copy or two (2) copies of the executed and signed Water and Wastewater Service Agreement with Martin County Regional Utilities and one (1) copy of the payment receipt for Capital Facility Charge (CFC) and engineering and recording fees.

Item #15:
One (1) blank flash/thumb drive for digital file recording.

V. Local, State, and Federal Permits

Permits

The following permits must be obtained prior to scheduling a Pre-Construction meeting:

1. Martin County Right-of-Way Use Permit
2. South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) Modification
3. Florida Department of Environmental Protection (FDEP) NPDES Generic Permit for Stormwater Discharge for Large and Small Construction Activities

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		
Impact 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.
*** Required at building permit

X. General application information

Applicant: Laurel Lane Holdings, LLC
Michael Dooley
404 South Beach Road
Hobe Sound, FL 33455

Agent: Same as Above

Engineer: The Milcore Group
Melissa Corbett, P.E.
10975 SE Federal Highway
Hobe Sound, FL 33455

Land Planner: McCarty & Associates Land Planning and Design
Mike McCarty
309 SE Oceola Street, Suite 104
Stuart, FL 34994

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

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 21-

[REGARDING MAJOR FINAL SITE PLAN APPROVAL FOR TRADEWINDS OF HOBE SOUND WITH A CERTIFICATE OF PUBLIC FACILITIES RESERVATION]

WHEREAS, this Board has made the following determinations of fact:

1. Laurel Lane Holdings, LLC, hereinafter referred to as Developer, submitted an application for major final site plan approval for the Tradewinds of Hobe Sound Project, hereinafter referred to as Project, located on lands legally described in Exhibit A, attached hereto.

2. The Local Planning Agency (LPA) considered the final site plan application at a public hearing on February 18, 2021. The LPA's recommendations were forwarded to the Board of County Commissioners.

3. This Board considered such application at a public hearing on March 9, 2021.

4. At the public hearing, all interested parties were given an opportunity to be heard.

5. The final site plan is consistent with the Comprehensive Plan Growth Management Plan and the Land Development Regulations.

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

A The final site plan attached hereto as Exhibit B, for the Project is approved. Development of the Project shall be in accordance with the approved final site plan and the Preserve Area Management Plan (PAMP) attached hereto as Exhibit C.

B. The Project is located on land with a High Density Future Land Use designation. The High Density Future Land Use designation allows a maximum gross density of ten (10) units per acre and with a parcel size of 12.81 acres, a maximum of one hundred twenty-eight (128) dwelling units would be permitted. However, Section 4.13A.7.(5), Comprehensive Growth Management Plan, Martin County Code, permits final site plans to be approved for a maximum gross density of 15 (fifteen) units per acre on land with a High Density Future Land Use Designation, if the developer commits to providing affordable housing to eligible households as defined by Section 2.4, Comprehensive Growth Management Plan and complies with all other enumerated standards. Accordingly, pursuant to a

commitment by Developer to provide Work Force housing, the Project has received a density bonus of forty-nine (49) units. Therefore, commencing with the date of initial occupancy, forty-nine (49) of the dwelling units shall at all times remain as affordable housing units. In its discretion, if Developer is unable to find qualified Work Force applicants, Developer may lease to any other category of affordable housing as defined in Section 2.4, Comprehensive Growth Management Plan.

C. Developer shall be responsible for acepting applications and obtaining income certification for the required affordable housing units. All forms shall be provided to Martin County Human Services for its review and approval prior to utilization. The completed applications and income certification documentation received by Developer shall be submitted to Martin County Human Services for its review and concurrence on the eligibility of the applicant prior to occupancy of any affordable housing unit by the applicant. In addition, Developer shall file annual reports on a form approved by Martin County Human Services documenting compliance with the affordable housing requirements of Section 4.13A.7.(5), Comprehensive Growth Management Plan. The annual reports will be due starting one (1) year from the date of development order approval. The review of applications and annual reports by Martin County Human Services shall be subject to a fee as established by the Board of County Commissioners.

D. 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.

E. No permits for construction or development activity shall be issued until all required documents, plans and fees are received and approved as required by Section 10.11, Land Development Regulations, Martin County Code.

F. 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 Project null and void.

G. This application is hereby determined to meet the requirements for and shall serve as a Certificate of Public Facilities Reservation as set forth in Section 5.32.B, Land Development Regulations, Martin County Code.

H. All permits for the Project must be obtained within one year, by March 9, 2022. Development must be completed within two years, by March 9, 2023.

J. 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.

K. The Developer is not authorized to haul fill off the site. The Developer must comply with all County excavation and fill regulations.

L. This development order shall be binding upon the Developer, its successors in interest, heirs, assigns and personal representatives.

M. 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 9TH DAY OF MARCH, 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
SENIOR ASSISTANT COUNTY ATTORNEY

ATTACHMENTS:

Exhibit A, Legal Description
Exhibit B, Final Site Plan
Exhibit C, Preserve Area Management Plan (PAMP)

EXHIBIT A

Legal Description

PCN: 343842061000000310

SOUTH 217.74' OF LOT 3 ACCORDING TO THE PLAT OF SUBURBAN HOMES AND GROVES DULY RECORDED IN THE OFFICE OF THE CLERK OF MARTIN COUNTY, FLORIDA IN PLAT BOOK 2 PAGE 58 OF MARTIN COUNTY PUBLIC RECORDS FILED MAY 7, 1947
SAID PARCEL CONTAINING 1.96 ACRES MORE OR LESS.

AND TOGETHER WITH

PCN: 343842000103000209

SOUTH 1/2 OF LOT 103 (LESS SOUTH 210' OF EAST 485') GOMEZ GRANT, WEST OF INDIAN RIVER, ACCORDING TO PLAT THEREOF FILED SEPTEMBER 13, 1892, RECORDED IN PLAT BOOK A, PAGE 10, DADE COUNTY, FLORIDA, PUBLIC RECORDS; ALSO FILED MARCH 25, 1910, RECORDED IN PLAT BOOK 1, PAGE 62, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS AND PLAT BOOK 1, PAGE 80, MARTIN COUNTY, FLORID A, PUBLIC RECORDS.
LESS AND EXCEPT THE EASTER LY 50 FEET THEREOF AS DESCRIBED IN DEED RECORDED IN O.R. BOOK 2036, PAGE 789 AND CORRECTIVE DEED RECORDED IN O.R. BOOK 2111, PAGE 409, PUBLIC RECORDS OF MART IN COUNTY, FLORIDA.
SAID PARCEL CONTAINING 7.34 ACRES MORE OR LESS.

AND TOGETHER WITH

PCN: 343842061000000203

ALL OF LOT 2, SUBURBAN HOMES AND GROVES, ACCORDING TO THE PLAT THEREOF FILED MAY 9, 1947 AND RECORDED IN PLAT BOOK 2, PAGE 58, MARTIN COUNTY, FLORIDA PUBLIC RECORDS, LESS THE SOUTH 600 FEET THEREOF , SAID 600 FEET BEING MEASURED ALONG A LINE PERPENDICULAR TO THE NORTH LINE OF SAID LOT 2.
SAID PARCEL CONTAINING 3.87 ACRES MORE OR LESS.

Location Map



Legal Description

SOUTHERLY 217.74 FEET OF LOT 3 SUBURBAN HOMES AND GROVES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 PAGE 58 PUBLIC RECORDS MARTIN COUNTY FLORIDA

SUBURBAN HOMES & GROVES LOT 2 (LESS S 600')

SOUTH ONE-HALF OF LOT 103 LESS THE SOUTH 210 FEET OF THE EAST 420 FEET GOMEZ GRANT WEST OF THE INDIAN RIVER ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1 PAGE 62 PUBLIC RECORDS PALM BEACH NOW MARTIN COUNTY BEING MORE PARTICULARLY DESCRIBED IN OR 3038/2877

Development Standards

MAXIMUM BUILDING HEIGHT	40'
BUILDING SETBACKS (1 STORY)	FRONT 25', SIDE 10', REAR 10'
BUILDING SETBACKS (2 STORY)	FRONT 25', SIDE 10', REAR 20'
BUILDING SETBACKS (3 STORY)	FRONT 25', SIDE 20', REAR 30'
BUILDING SETBACKS (4 STORY)	FRONT 25', SIDE 30', REAR 40'
MINIMUM OPEN SPACE	50%
MAXIMUM DENSITY	10 DU/AC

Building Data

UNIT MIX BY TYPE

1 BR FLATS	24	14%
2 BR FLATS	57	32%
2 BR TOWNHOUSE / NO GARAGE	66	37%
2/BR / 3BR TOWNHOUSE WITH GARAGE	29	16%
PROPERTY MANAGER UNIT	1	0.56%
TOTAL UNITS	177	

EAST

1BR / 1 BATH FLAT (BLDG. TYPE B, SEE SHT. A-2a)	12	
2BR / 2.5 BATH WITH 1 CAR GARAGE BACK TO BACK TOWNHOUSE (BLDG. TYPE B, SEE SHT. A-2b)	24	
2BR / 2.5 BATH WITH NO GARAGE BACK TO BACK TOWNHOUSE (BLDG. TYPE A, SEE SHT. A-2)	66	
2BR / 2 BATH FLAT (BLDG. TYPE A, SEE SHT. A-2)	33	
PROPERTY MANAGER UNIT	1	
TOTAL UNITS	136	

WEST

1BR / 1 BATH FLAT (BLDG. TYPE D, SEE SHT. A-5)	12	
2BR / 2 BATH FLAT (BLDG. TYPE D, SEE SHT. A-5)	24	
3BR / 3.5 BATH WITH 1 CAR GARAGE TOWNHOUSE (BLDG. TYPE C, SEE SHT. A-3)	5	
TOTAL UNITS	41	

Site Data

PCN

34-38-42-001-000-00031-0
34-38-42-001-000-00030-3
34-38-42-000-103-00020-0

ZONING	RS-10
FUTURE LAND USE	HIGH DENSITY
EXISTING LAND USE	VACANT

	SF	AC	%
TOTAL SITE AREA	557,971	12.81	100.0%
IMPERVIOUS AREA	263,127	6.040	47.16%
PROPOSED BUILDING	87,434	2.01	15.7%
RESIDENTIAL BUILDINGS	82,643	1.90	14.8%
MANAGERS RESIDENCE	1,200	0.03	0.2%
CLUBHOUSE	3,591	0.08	0.6%
PAVING / VIA	128,610	2.95	23.0%
CONCRETE WALKS, RAMPS, ETC...	47,083	1.08	8.4%
CAR CANOPY AREA	11,490	0.264	4.37%
OPEN SPACE	294,844	6.769	52.84%
PERVIOUS AREA	294,844	6.769	52.84%
LANDSCAPE BUFFERS / LANDSCAPE AREAS	111,021	2.549	19.9%
PROPOSED RETENTION (BANK & BOTTOM)	40,135	0.921	7.2%
UPLAND PRESERVE	143,688	3.299	25.8%

PARKING	REQ.	PROVIDED
2 SPACES PER UNIT (177 UNITS)	354	383
GARAGE PARKING SPACES		29
DRIVEWAY PARKING SPACES		29
GENERAL PARKING SPACES		305
ADA ACCESSIBLE SPACES	8	10

Density Data

	PERMITTED	PROPOSED
UNITS PROVIDED AT MAX 10 UPA (38 UNITS		128 UNITS
AFFORDABLE HOUSING UNITS PER CHAPTER 4 COMP POLICY 4.13.7.(5)		49 UNITS
TOTAL UNITS		177 (13.81 UPA)

Preserve Data

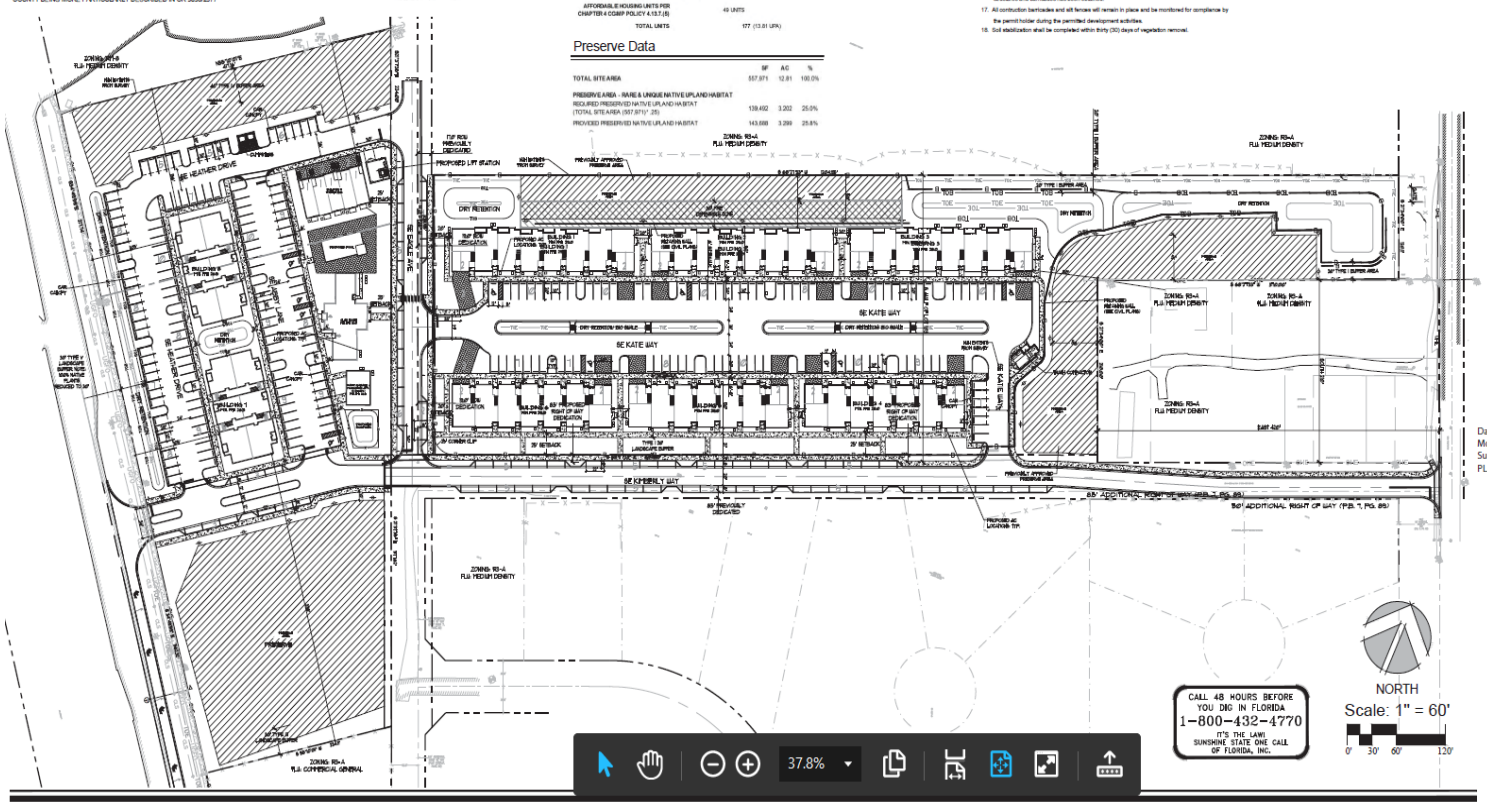
	SF	AC	%
TOTAL SITE AREA	557,971	12.81	100.0%
PRESERVE AREA - RARE & UNIQUE NATIVE UPLAND HABITAT			
REQUIRED PRESERVED NATIVE UPLAND HABITAT (TOTAL SITE AREA (557,971*.25)	139,492	3.202	25.0%
PROVIDED PRESERVED NATIVE UPLAND HABITAT	143,688	3.299	25.8%

General Notes

1. All signs shall meet Martin County Land Development Regulations.
2. All prohibited vegetation species to be removed prior to the issuance of a Certificate of Occupancy.
3. There is to be an irrigation system installed to ensure continued growth of all planting areas.
   Source of irrigation water to be potable water.
4. 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.
5. Barricades must be constructed in the following manner:
   Rope: 1/4" diameter min, nylon or poly, yellow or orange
   Rope must be a minimum of four (4) feet off the ground.
   Rope may not be attached to vegetation
   Surveyor ribbon is not acceptable
   Poles: 2x2 or 2x4, iron rebar, PVC pipe or other materials with prior approval of Environmental Planner.
   Lathe strips are not acceptable.
   Silt Fence: shall be installed along all perimeters of development area, maintained during construction.
6. All Barricades must be maintained intact for the duration of construction.
7. Storage of construction materials in preserve areas is not permitted.
8. Fill is not allowed to encroach into preserve areas.
9. Barricades must be offset at least ten (10) feet outside the preserve area or placed at the dripline of the canopy trees in any area for which clearing is proposed.
10. Individual trees or groups of vegetation that are to be saved for landscape credit requirements are to be barricaded according to the guidelines.
11. Advisory or warning signs must be provided.
12. Preserve areas are not to be altered without written permission of the Martin County Board of County Commissioners.
13. During constructions activities, existing native vegetation shall be retained to act as buffers between adjacent land uses, and to minimize nuisance dust and noise. Barricades shall be used on site to preserve the vegetation to be retained for this purpose.
14. Any proposed lighting will be directed away from any residential units or adjacent roadways.
15. No clearing, including the installation of erosion control devices, is authorized until the Permit for the Installation of Erosion Control Devices and Preserve Area Barricade has been issued.
16. No additional land clearing shall commence until a satisfactory inspection of the required control structures and barricades has been obtained.
17. All construction barricades and silt fences will remain in place and be monitored for compliance by the permit holder during the permitted development activities.
18. Soil stabilization shall be completed within thirty (30) days of vegetation removal.
19. Contractor shall verify all existing conditions and layout dimensions in the field. report all discrepancies immediately to the landscape architect for decision before construction.
20. Contractor shall verify all existing grades in the field and report any discrepancies immediately to the landscape architect for decision.
21. New earthwork shall blend smoothly into existing grade.
22. All paved areas must pitch to drain at min. of 1/8" per foot. any discrepancies not allowing this to occur shall be reported to the landscape architect prior to continuing work.
23. Contractor shall provide irrigation to, and drainage from all planters.
24. Remove all road base, shellrock, marl, coral rock, and rubble 30" min. below finish grade from all new planting areas and tree pits. backfill with suitable soil as approved by landscape architect. maintain existing grade at existing trees.
25. All building setbacks are measured from new property boundary after ROW dedication.
26. Stormwater management areas are to be maintained with planted native vegetation, in perpetuity.
27. Preserve area signs shall 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.

Drainage Notes

1. Match all existing grades along property lines.
2. Contractor shall be responsible for providing positive site drainage away from all structures including but not limited to planters, courtyard planting areas, hardscape surfaces and architectural elements.
3. Contractor shall provide drainage from all planters.



McCarty & Associates
LAND PLANNING AND DESIGN
STUART • FT. PIERCE
772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

Tradewinds of Hobe Sound

Martin County, Florida

Final Site Plan

Daniel McRae Sugg, FLA, ASLA

Digitally signed by Daniel McRae Sugg, FLA, ASLA
Date: 2021.03.05 11:28:00 -05'00'

LA 6667190
REGISTERED LANDSCAPE ARCHITECT
DANIEL MCRAE SUGG
STATE OF FLORIDA

Drawn By	DMS
Checked By	MM
Scale	1"=60'
Drawing Date	4/9/2020
10/27/2020	revisions as per comments
12/29/2020	revisions as per comments
2/5/2021	revisions as per comments

S-1

Location Map



Legal Description

SOUTHERLY 217.74 FEET OF LOT 3 SUBURBAN HOMES AND GROVES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 PAGE 58 PUBLIC RECORDS MARTIN COUNTY FLORIDA

SUBURBAN HOMES & GROVES LOT 2 (LESS S 600')

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BUILDING SETBACKS (2 STORY)	FRONT 25', SIDE 10', REAR 20'
BUILDING SETBACKS (3 STORY)	FRONT 25', SIDE 20', REAR 30'
BUILDING SETBACKS (4 STORY)	FRONT 25', SIDE 30', REAR 40'
MINIMUM OPEN SPACE	50%
MAXIMUM DENSITY	10 DU/AC

Building Data

UNIT MIX BY TYPE		
1 BR FLATS	24	14%
2 BR FLATS	57	32%
2 BR TOWNHOUSE / NO GARAGE	66	37%
2/BR / 3BR TOWNHOUSE WITH GARAGE	29	16%
PROPERTY MANAGER UNIT	1	0.56%
TOTAL UNITS	**177**	
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1BR / 1 BATH FLAT (BLDG. TYPE B, SEE SHT. A-2a)	12	
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2BR / 2.5 BATH WITH NO GARAGE BACK TO BACK TOWNHOUSE (BLDG. TYPE A, SEE SHT. A-2)	66	
2BR / 2 BATH FLAT (BLDG. TYPE A, SEE SHT. A-2)	33	
PROPERTY MANAGER UNIT	1	
TOTAL UNITS	**136**	
WEST		
1BR / 1 BATH FLAT (BLDG. TYPE D, SEE SHT. A-5)	12	
2BR / 2 BATH FLAT (BLDG. TYPE D, SEE SHT. A-5)	24	
3BR / 3.5 BATH WITH 1 CAR GARAGE TOWNHOUSE (BLDG. TYPE C, SEE SHT. A-3)	5	
TOTAL UNITS	**41**	

Site Data

PCN	34-38-42-061-000-00031-0 34-38-42-061-000-00020-3 34-38-42-000-103-00020-9
ZONING	RM-10
FUTURE LAND USE	HIGH DENSITY
EXISTING LAND USE	VACANT

	SF	AC	%
TOTAL SITE AREA	557,971	12.81	**100.0%**
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CAR CANOPY AREA	**11,490**	**0.264**	**4.37%**
OPEN SPACE	**294,844**	**6.769**	**52.84%**
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LANDSCAPE BUFFERS / LANDSCAPE AREAS	111,021	2.549	19.9%
PROPOSED RETENTION (BANK & BOTTOM)	40,135	0.921	7.2%
UPLAND PRESERVE	143,688	3.299	25.8%

PARKING	REQ.	PROVIDED
2 SPACES PER UNIT (177 UNITS)	354	363
GARAGE PARKING SPACES		29
DRIVEWAY PARKING SPACES		29
GENERAL PARKING SPACES		305
ADA ACCESSIBLE SPACES	8	10

Density Data

	PERMITTED	PROPOSED
UNITS PROVIDED AT MAX 10 UPA	128 UNITS	128 UNITS
AFFORDABLE HOUSING UNITS PER CHAPTER 4 CGMP POLICY 4.13.7.(5)		49 UNITS
TOTAL UNITS		**177** (13.81 UPA)

Preserve Data

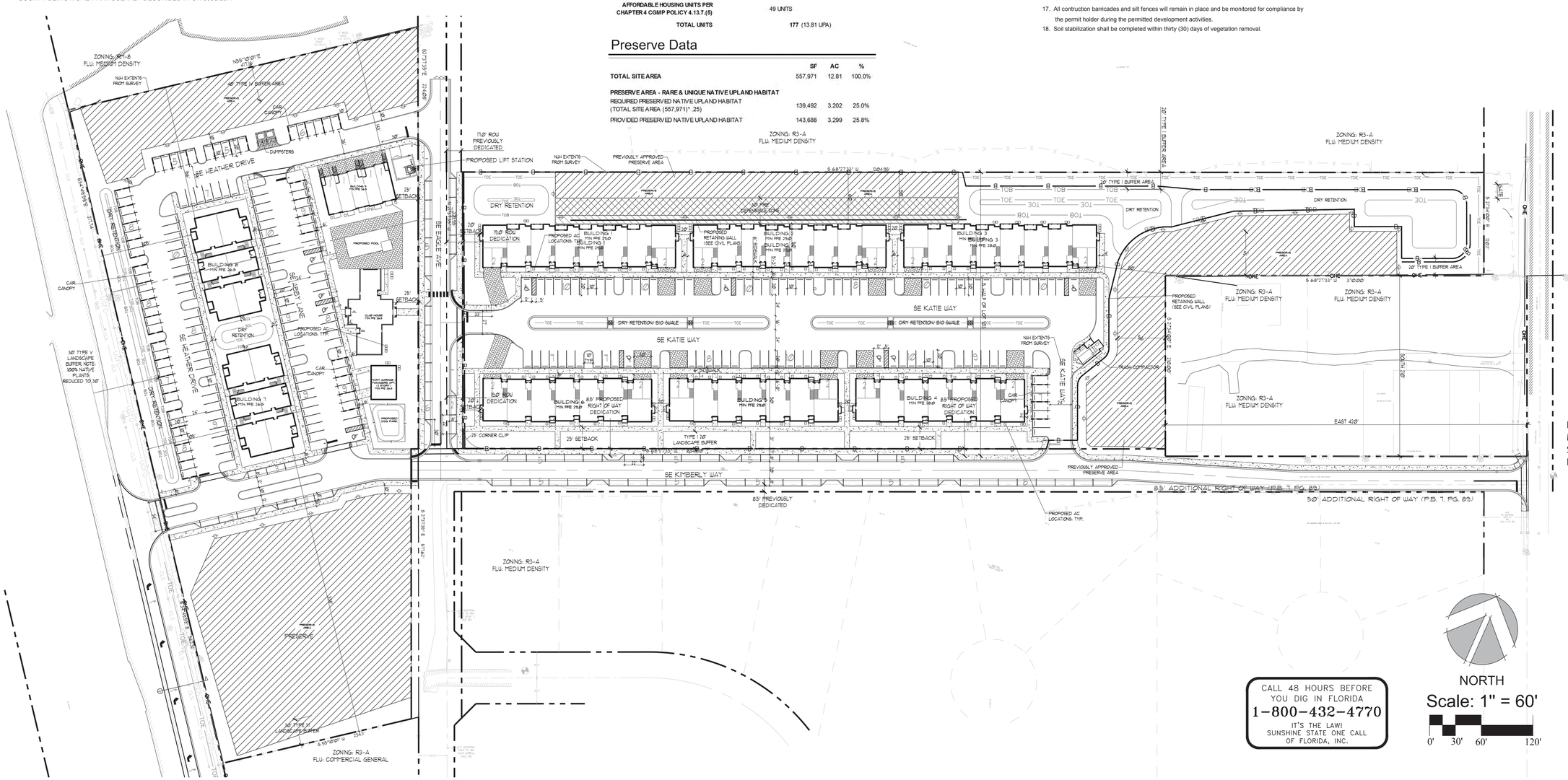
	SF	AC	%
TOTAL SITE AREA	557,971	12.81	100.0%
PRESERVE AREA - RARE & UNIQUE NATIVE UPLAND HABITAT			
REQUIRED PRESERVED NATIVE UPLAND HABITAT (TOTAL SITE AREA (557,971)* .25)	139,492	3.202	25.0%
PROVIDED PRESERVED NATIVE UPLAND HABITAT	143,688	3.299	25.8%

General Notes

1. All signs shall meet Martin County Land Developement Regulations.
2. All prohibited vegetation species to be removed prior to the issuance of a Certificate of Occupancy.
3. There is to be an irrigation system installed to ensure continued growth of all planting areas. Source of irrigation water to be potable water.
4. 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.
5. Barricades must be constructed in the following manner:
   - Rope: 1/4" diameter min, nylon or poly, yellow or orange
     - Rope must be a minimum of four (4) feet off the ground.
     - Rope may not be attached to vegetation
     - Surveyor ribbon is not acceptable
   - Poles: 2x2 or 2x4, iron rebar, PVC pipe or other materials with prior approval of Environmental Planner.
     - Lathe strips are not acceptable.
   - Silt Fence: shall be installed along all perimeters of development area, maintained during construction.
6. All Barricades must be maintained intact for the duration of construction.
7. Storage of construction materials in preserve areas is not permitted.
8. Fill is not allowed to encroach into preserve areas.
9. Barricades must be offset at least ten (10) feet outside the preserve area or placed at the dripline of the canopy trees in any area for which clearing is proposed.
10. Individual trees or groups of vegetation that are to be saved for landscape credit requirements are to be barricaded according to the guidelines.
11. Advisory or warning signs must be provided.
12. Preserve areas are not to be altered without written permission of the Martin County Board of County Commissioners.
13. During constructions activities, existing native vegetation shall be retained to act as buffers between adjacent land uses, and to minimize nuisance dust and noise. Barricades shall be used on site to preserve the vegetation to be retained for this purpose.
14. Any proposed lighting will be directed away from any residential units or adjacent roadways.
15. No clearing, including the installation of erosion control devices, is authorized until the Permit for the Installation of Erosion Control Devices and Preserve Area Barricade has been issued.
16. No additional land clearing shall commence until a satisfactory inspection of the required control structures and barricades has been obtained.
17. All contruction barricades and silt fences will remain in place and be monitored for compliance by the permit holder during the permitted development activities.
18. Soil stabilization shall be completed within thirty (30) days of vegetation removal.
19. Contractor shall verify all existing conditions and layout dimensions in the field. report all discrepancies immediately to the landscape architect for decision before construction.
20. Contractor shall verify all existing grades in the field and report any discrepancies immediately to the landscape architect for decision.
21. New earthwork shall blend smoothly into existing grade.
22. All paved areas must pitch to drain at min. of 1/8" per foot. any discrepancies not allowing this to occur shall be reported to the landscape architect prior to continuing work.
23. Contractor shall provide irrigation to, and drainage from all planters.
24. Remove all road base, shellrock, marl, coral rock, and rubble 30" min. below finish grade from all new planting areas and tree pits. backfill with suitable soil as approved by landscape architect. maintain existing grade at existing trees.
25. All building setbacks are measured from new property boundary after ROW dedication.
26. Stormwater management areas are to be maintained with planted native vegetation, in perpetuity.
27. Preserve area signs shall 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.

Drainage Notes

1. Match all existing grades along property lines.
2. Contractor shall be responsible for providing positive site drainage away from all structures including but not limited to planters, courtyard planting areas, hardscape surfaces and architectural elements.
3. Contractor shall provide drainage from all planters.



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Mike@McCartyLandPlanning.com

Tradewinds of Hobe Sound

Martin County, Florida

Final Site Plan

Daniel McRae Sugg, PLA, ASLA
Digitally signed by Daniel McRae Sugg, PLA, ASLA
Date: 2021.02.05 11:28:00 -05'00'

REGISTERED LANDSCAPE ARCHITECT DANIEL MCRAE SUGG LA 6667190 STATE OF FLORIDA

Drawn By	DMS
Checked By	MM
Scale	1"=60'
Drawing Date	4/9/2020
10/27/2020	revisions as per comments
12/29/2020	revisions as per comments
2/5/2021	revisions as per comments

S-1

O.R.Book #_____ and Page #_____

MARTIN COUNTY, FLORIDA

PRESERVE AREA MANAGEMENT PLAN:

TRADEWINDS OF HOBE SOUND

Hobe Sound, Florida

Prepared by:
SASKOWSKY & ASSOCIATES, INC.
Ecological Consultants
Stuart, Florida

NOVEMBER 2020

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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1.0 GENERAL

The owner(s) of the lands to be preserved/maintained by this Preserve Area Management Plan (PAMP) and the developer(s) of **TRADEWINDS OF HOBE SOUND** located at **U.S. Highway 1, Hobe Sound, Florida**, their successors and assigns, and their environmental consultants and contractors, will implement and comply with all portions of this PAMP.

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(s) 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 **TRADEWINDS OF HOBE SOUND**, except by an alteration or amendment agreed to by both the Martin County Environmental Planning Administrator and the owner/developer of **TRADEWINDS OF HOBE SOUND.** 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. **This PAMP supersedes the previously approved PAMP for Heron Cove approved by the county on 6/30/2005 and recorded in OR BOOK 02036 PAGE 0753.**

2.0 ENVIRONMENTAL ASSESSMENT

The Environmental Assessment includes maps and text which accurately depict the site's location, soils, wetlands, uplands, listed species, previous impacts, preserve area locations and boundaries, and any other significant environmental features. A list of wildlife species observed during the environmental assessment is included in the Appendices.

2.1 Location - The 12.81-acre site is located between US Highway 1 and Old Dixie Highway (A1A), north of Dharly St. and south of Osprey St, Hobe Sound/Martin County, Florida (Gomez Grant, T39S, R42E)

2.2 Soils - The following soils are present on the site;

#6-Paola sand, 0 to 8% slopes, Paola sand is a near level to sloping, excessively drained soil located on the coastal ridge. The water table is below a depth of 72 inches. Natural vegetation associated with this soil type includes sand pine, scrub

oak, saw palmetto, hog plum, and lichens. (Source: Soils Survey of Martin County Area)

2.3 Habitats – The following habitats were identified on the subject property:

Wetland Habitat - There are no wetlands on the subject property.

Upland Habitat – The upland community on the subject site includes a previously approved development (Heron Cove +/- 7.34-ac) and additional property to the west (+/- 5.47-ac). Approximately 6.16-acres of the combined 12.81-acre site is a sand pine scrub community (#1213-Sand pine scrub) including the Preserve Areas on the Heron Cove site. Martin County considers this type of habitat as rare and unique. The native upland habitat areas are composed of a canopy of sand pine over a variety of scrub oaks and other native vegetation species typically associated with sand pine scrub communities. Most of the remaining area is either partially developed land (roadway, fill, partial infrastructure) or significantly disturbed upland with Brazilian pepper, Ear-leaf acacia, and Australian pine. Some debris piles and trash are noted on site.

Exotic Vegetation - Brazilian pepper (FLCCS #73), Australian pine (FLCCS #71), and other invasive exotic vegetation (Ear-leaf acacia, Schefflera FLCCS #7) are noted on site. In addition, numerous species of nuisance weeds and vines were observed.

2.4 Protected Species – The following is a list of rare, endangered, threatened, or species of special concern, of both flora and fauna, with the potential to be found on the subject property (based on the Florida Fish and Wildlife Conservation Commision list):

FLORA:

Four-petal pawpaw (*Asimina tetramera*) SE, FE
Perforated reindeer lichen (*Cladonia perforata*) SE, FE
Large-flowered rosemary (*Conradina grandiflora*) ST

FAUNA:

A**mphibians:**

Gopher frog (*Lithobates capito*) SSC

Reptiles:

Gopher tortoise (*Gopherus polyphemus*) ST
Florida pine snake (*Pituophis melanoleucus mugitus*) SSC
Eastern indigo snake (*Drymarchon corais couperi*) FT

Birds:

Florida scrub jay (*Aphelocoma coerulencens*) ST, FT
Least tern (*Sternula antillarum*) ST

Mammals:

Brazilian free-tailed bat (*Tadarida brasiliensis*) SSC
Florida mouse (*Podimys floridanus*) IS

FE-Federally endangered
FT-Federally threatened
SE-State endangered
ST- State threatened
SSC-Species of special concern
IS – Imperiled species

Due to the specific critical habitats and vegetation associations present on the subject property, a protected species survey (gopher tortoise survey and scrub jay survey) was conducted on the property. The gopher tortoise survey was conducted in accordance with the scientific methodologies outlined in *Wildlife Methodology Guidelines* and in *Ecology & Habitat Protection Needs of Gopher Tortoise Populations Found on Lands Slated for Development in Florida* published by the Florida Wildlife Commission (FWC). Also utilized was *Procedures for Conducting Accurate Burrow Surveys* published by Ashton Biodiversity Research and Preservation Institute. The scrub jay survey was conducted utilizing standard methodologies outlined in *Florida Scrub-Jay General Survey Guidelines and Protocols.* (See attached reports)

There were three gopher tortoise burrows found. All three burrows were classified as potentially occupied. There were no scrub jays observed on the subject property.

Again, based on the specific critical habitats and vegetation associations present on the subject property, the site does have the potential for four-petal paw-paw (*Asimina tetramera*) and perforated lichen (*Cladonia perforata*). A search for these protected species was conducted while traversing the site during the tortoise survey. There were no four-petal pawpaw or perforated lichen observed on the property. In addition, no other nests, burrows, tracks, scat, or other indicators of the presence of a listed species were found. Please see Appendix for copies of the survey reports.

2.5 Previous Impacts – 7.34-acres of the project site is a previously approved project called Heron Cove. Some infrastructure (road, drainage) is in place. Portions of the proposed project site adjacent to US Highway 1 have been previously cleared. Some areas have a cover of sand pine scrub, other areas have a cover of Australian pine, Brazilian pepper, Ear-leaf acacia, and a variety of ornamental landscape species. Some debris piles, trash, homeless camps, and an old concrete foundation are noted on site.

2.6 Agency Correspondence - Copies of all correspondence with the agencies referenced in Section 2.4 is included in the Appendix to this PAMP.

3.0 IDENTIFICATION OF PRESERVE AREAS

3.1 Site Plan - All Preserve Areas, right-of-ways and easements are shown on the **TRADEWINDS OF HOBE SOUND** Site Plan, a copy of which is included in this PAMP. The Site Plan includes a summary of the following: acreage of wetlands under preservation; acreage of native upland habitat under preservation; acreage of common upland habitat under preservation; total acreage under preservation; and total acreage of the Site. The Site Plan will contain 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 **TRADEWINDS OF HOBE SOUND** 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

All Preserve Areas shown on the Site Plan for **TRADEWINDS OF HOBE SOUND** 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 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 constructed under the supervision of a Registered Land Surveyor 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's 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 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. All boundary markers and signs will be approved by the Martin County Environmental Planning Administrator and they will be in place prior to issuance of a building permit for construction on the site. 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 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 work approval. Removal of the barricade materials will be done upon issuance of the final Certificate of Occupancy with authorization from appropriate County staff.

Barricades will be high-visibility orange safety fence extending from the ground to a height of at least 4 feet. Barricades will not be attached to vegetation.

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 will be offset at least 10 feet outside the Preserve Area or placed at the drip-line of the canopy trees, whichever is greater.

All native vegetation not slated for removal as part of the development plans will be retained in their undisturbed state and will be barricaded at or outside the drip-line of the trees.

Cut or fill will meet existing grade without encroaching into Preserve Areas.

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 or beyond the delineation line prior to any land clearing or construction.

It is the responsibility of the owner and developer of **TRADEWINDS OF HOBE SOUND** 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 - Property owners are encouraged to enjoy the natural beauty of their Preserve Areas. Although development of Preserve Areas is not allowed, passive uses, such as bird-watching and other non-destructive uses of natural areas are encouraged, as long as they do not affect the hydrology or vegetative cover of a Preserve Area.

5.2 Activities Prohibited in Preserve Areas - Activities prohibited in Preserve Areas or easements within 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.
No hazardous material other than fuel for refueling on-site heavy equipment will be stored during the construction phases. 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.

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 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.

Grazing of cattle and horses or other livestock in Preserve Areas, while not prohibited, is discouraged. Over-grazing can result in destruction of habitat, loss of top soils and changes in hydrology of the area as a result of the loss of ground cover material, increased fertilization from animal droppings, and contamination of surface waters. These and other effects of over-grazing will be considered violations of this PAMP and will be addressed as any other PAMP violation.

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 **TRADEWINDS OF HOBE SOUND**. 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 allowed in Preserve Areas. In addition, all dead plant material and 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 might 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.

6.3 Vegetation Removal - Dead or diseased plant material shall 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 allowed in Preserve Areas. All 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 recreate natural conditions for the benefit of onsite wetlands and other water-bodies. Wetlands and water-bodies on adjacent properties shall be protected from adverse impacts.

7.0 PROTECTIVE MEASURES FOR LISTED SPECIES

A gopher tortoise /listed species survey was conducted on the subject property in accordance with the scientific methodology and techniques outlined in *Wildlife Methodology Guidelines* and in *Ecology & Habitat Protection Needs of Gopher Tortoise Populations Found on Lands Slated for Development in Florida* published by the Florida Wildlife Commission (FWC). Also utilized was *Procedures for Conducting Accurate Burrow Surveys* published by Ashton Biodiversity Research and Preservation Institute. Methodology employed was parallel line transects walked at ten-meter intervals or as otherwise adjusted based on specific site conditions.

There were three potentially occupied burrows located and flagged on the site. A certified gopher tortoise agent will obtain all required permits to excavate each burrow and relocate any tortoise (and associated commensals) found.

No other rare, endangered, threatened, or species of special concern, of both flora and fauna (based on the Florida Fish and Wildlife Conservation Commision list) were observed during the gopher tortoise surveys.

7.1 Gopher Tortoises – In Florida, gopher tortoises are protected as a Species of Special Concern. Under Florida law, no person may take, possess, transport or sell a Species

of Special Concern. **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 gopher tortoise agent 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 methodology approved by the Florida Fish and Wildlife Conservation Commission and conducted by a gopher tortoise agent 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 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 operation can resume.

7.2 Endemic Species - All gopher tortoise relocation efforts will include trapping of endangered endemic species that may live in the burrow. These endemic species include but are not limited to the Florida mouse (*Peromyscus floridana*), gopher frog (*Lithobates capito*) and Eastern indigo snake *(Drymarchon corias couperi).*

7.3 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. All relocations shall be carried out by a certified gopher tortoise agent 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.

8.0 MISCELLANEOUS PROVISIONS AND RESTRICTIONS

All exotic vegetation is required to be removed from Preserve Areas. Exotic vegetation species required to be removed are listed in the Florida Pest Plant Council (FLEPPC) Category 1. 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. Areas within the preserves will be revegetated with appropriate plant species, if needed.

9.0 TRANSFER OF RESPONSIBILITIES

The property owner(s) and developers of **TRADEWINDS OF HOBE SOUND** 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 **TRADEWINDS OF HOBE SOUND** 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 construction of **TRADEWINDS OF HOBE SOUND,** the developer will be responsible for submitting a monthly report on the progress of **TRADEWINDS OF HOBE SOUND,** 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 support 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 Report will list any violation of the Preserve Area Management Plan and make recommendations and develop a schedule for remedial action along with any enhancement activities proposed for the coming year. Appropriate code enforcement actions, including fines, may result from failure to report violations.

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 at the end of the wet season following issuance of a Certificate of Occupancy for development described herein. 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.

MAPS
&
AERIALS

EXHIBIT 1-
LOCATION MAP
TRADEWINDS OF HOBE SOUND

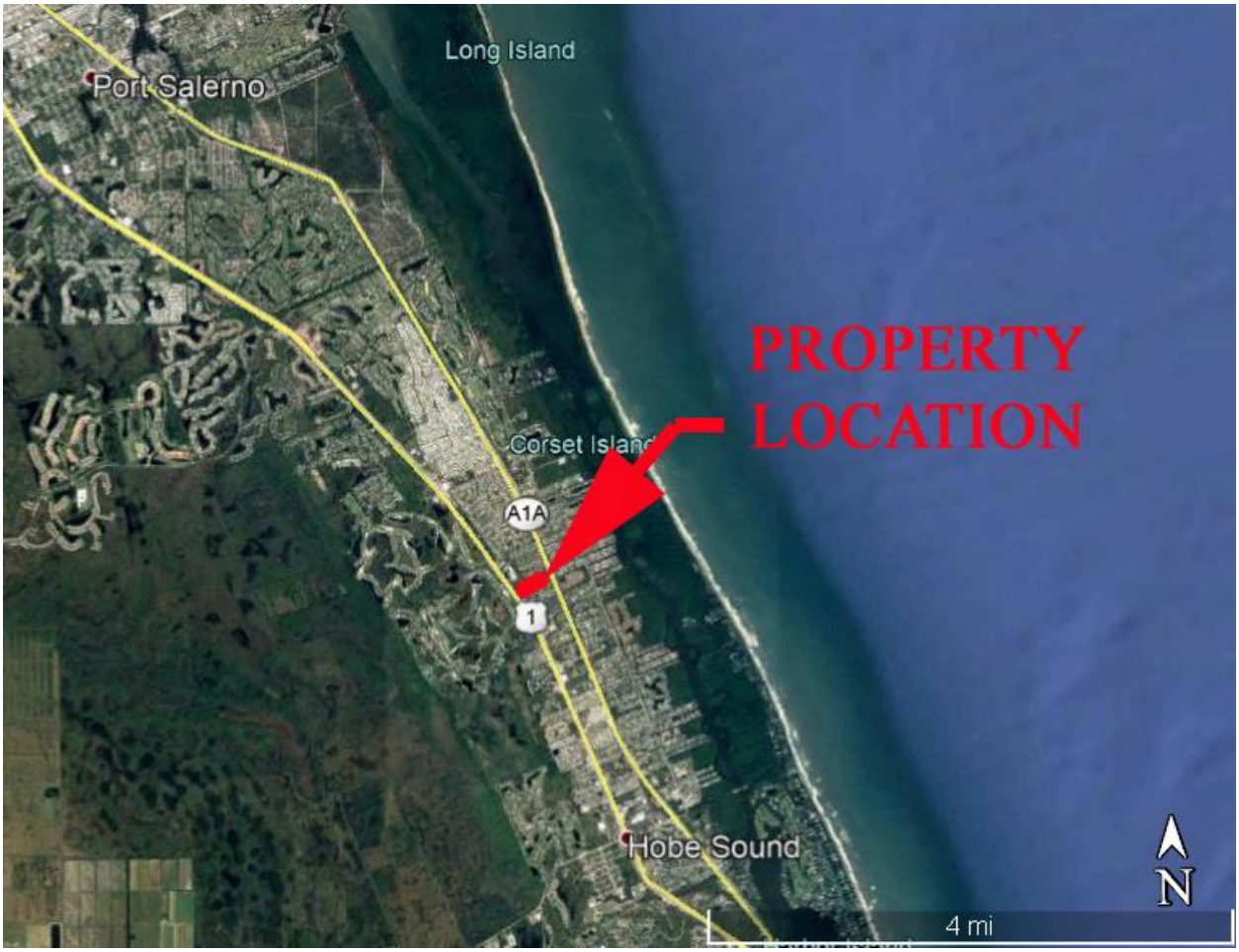
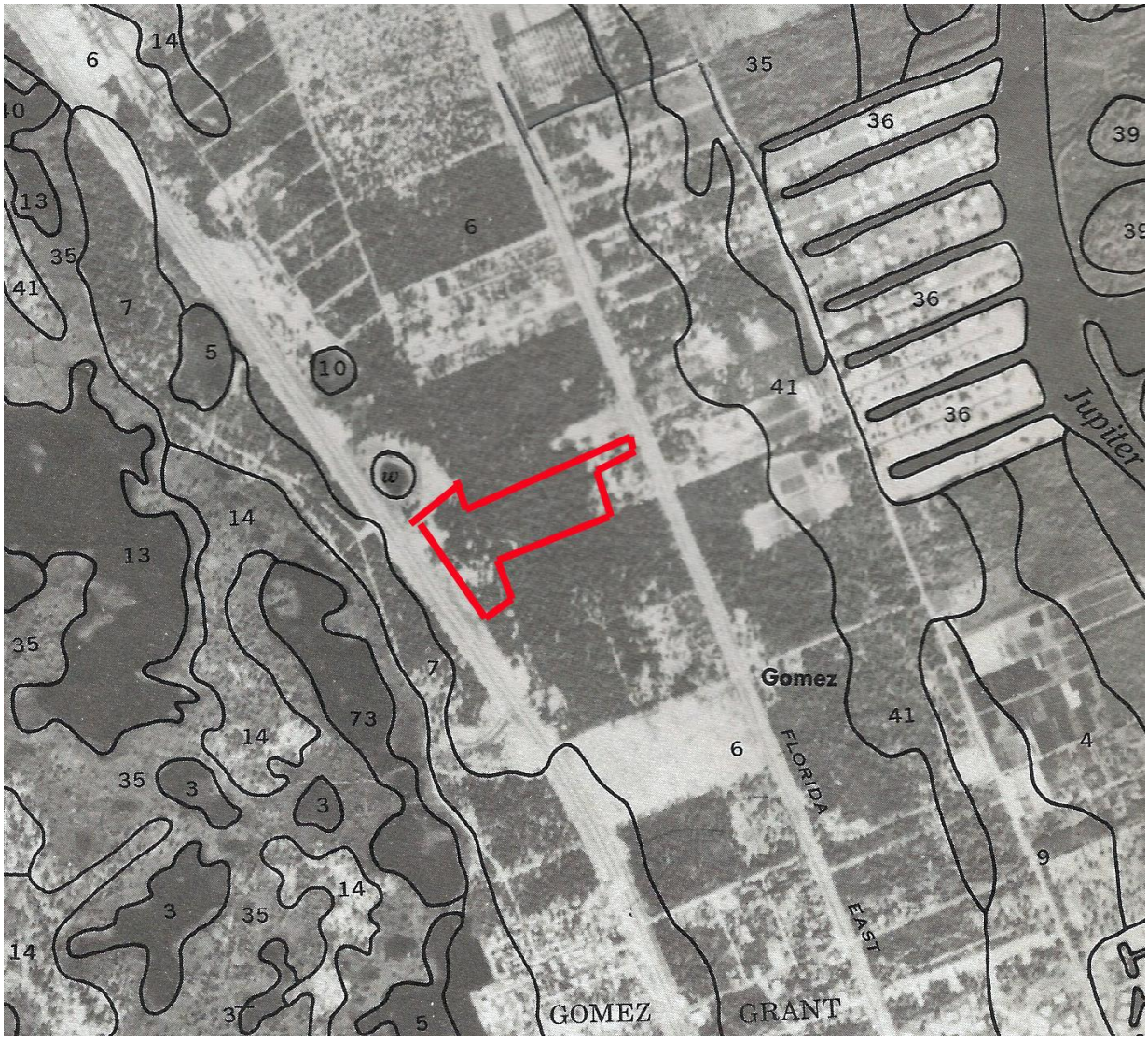


EXHIBIT 2-
SOILS MAP
TRADEWINDS OF HOBE SOUND



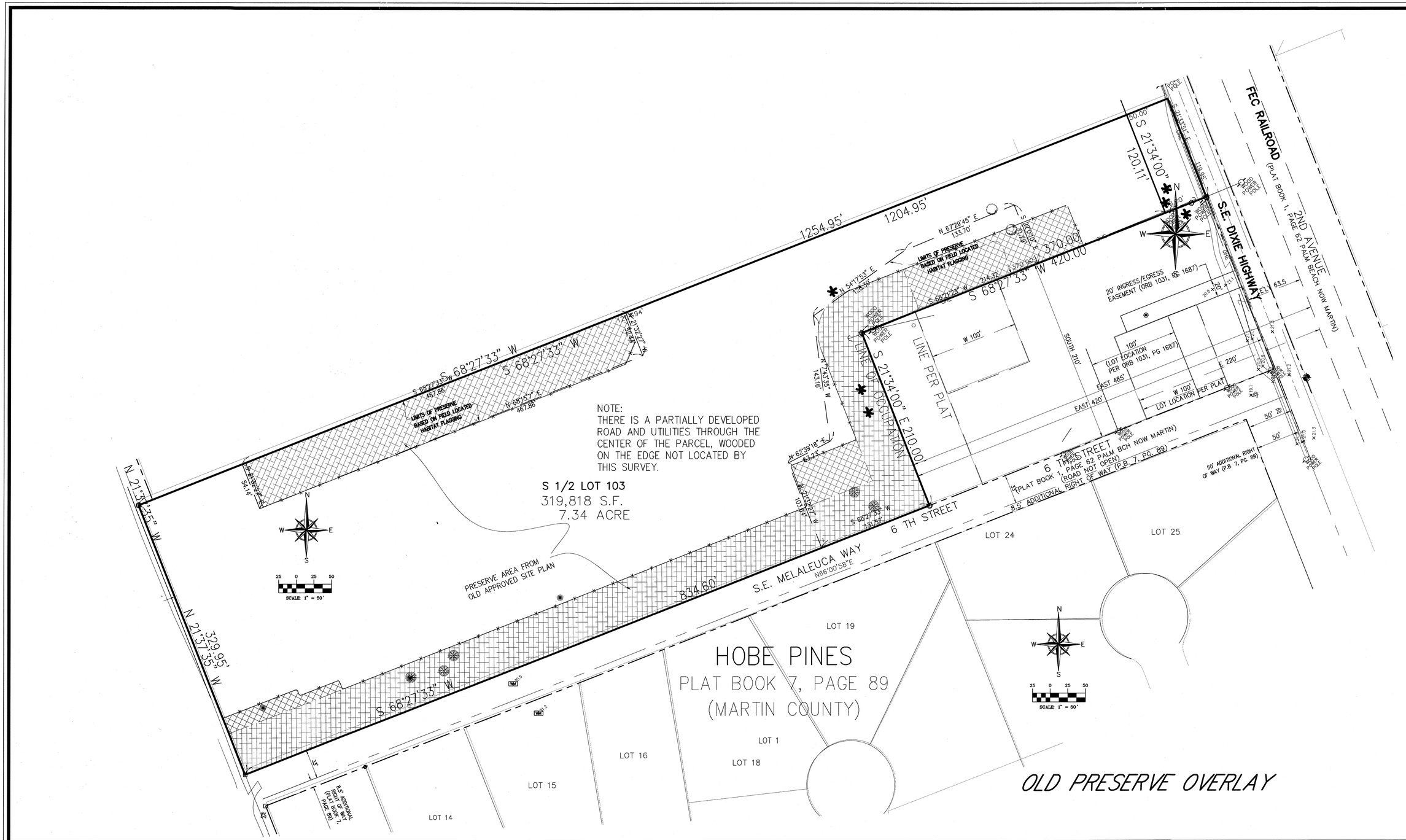
Soil type: #6-Paola sand, 0 to 8% slopes (Source: Soils Survey of Martin County Area)

EXHIBIT 3-
HABITATS AERIAL
TRADEWINDS OF HOBE SOUND



Total Site Area: 12.81-acres
Total Native Upland Habitat: 6.16-acres
Wetlands: 0
Disturbed/Previously impacted upland: 6.66-acres

Exhibit 4 - Old Preserve Overlay



SHEET NO.	4
OF	4 SHEETS
PROJECT NO.	19-03

DATE	REVISIONS
2/19/19	ADD TOPOGRAPHY
8/20/19	ADD TOPOGRAPHY
7/31/20	ADD WL & FM TOPOGRAPHY

A PORTION OF LOT 2 AND LOT 3, SUBURBAN HOMES AND GROVES AND A PORTION OF LOT 103 GOMEZ GRANT

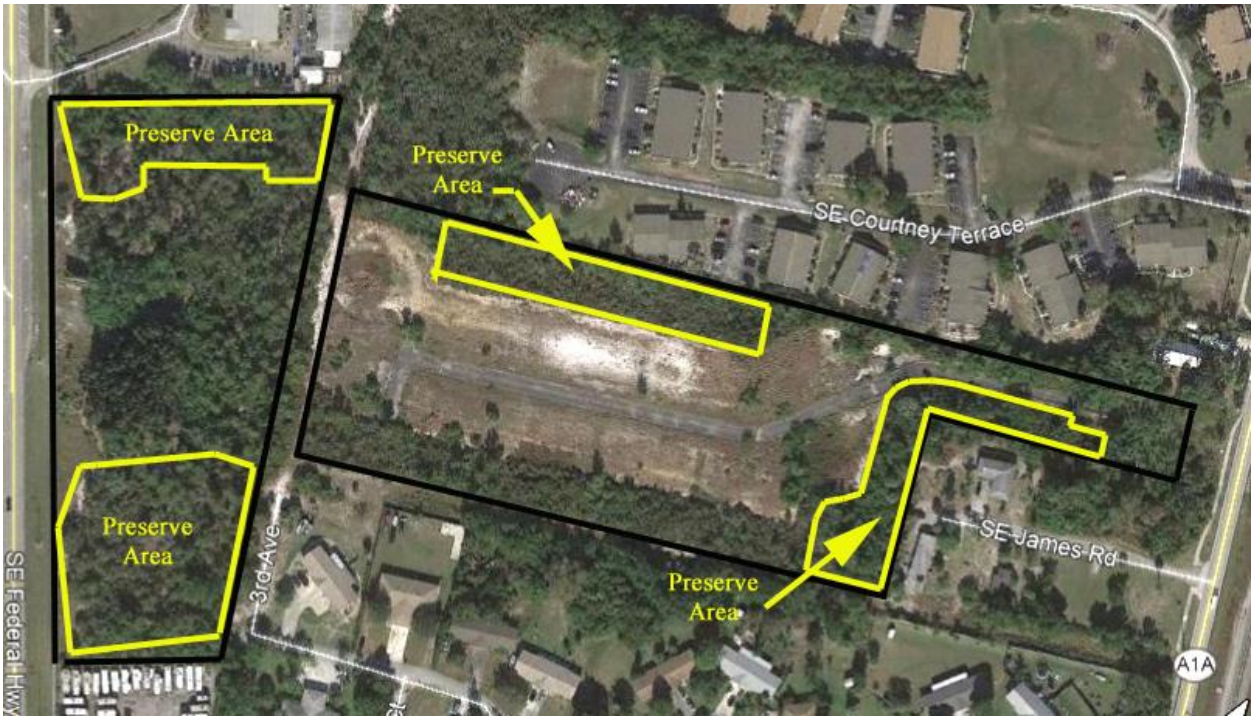
BOUNDARY SURVEY

PRC GROUP

DATE	1/11/2019
SCALE	1"=50'
FIELD BK.	MC52/39
DWNG. BY	D.B.
CHECKED BY	E.A.L.

BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

EXHIBIT 5-
UPLAND PRESERVE AREAS
TRADEWINDS OF HOBE SOUND



TOTAL AREA: 12.81 acres
TOTAL NATIVE UPLAND HABITAT: 6.16-acres
UPLAND PRESERVE REQUIRED: 3.202-acres (12.81 x 25%)
UPLAND PRESERVE PROVIDED: 3.299-acres (25.8%)

EXHIBIT 6-
PREVIOUS IMPACTS MAP
TRADEWINDS OF HOBE SOUND

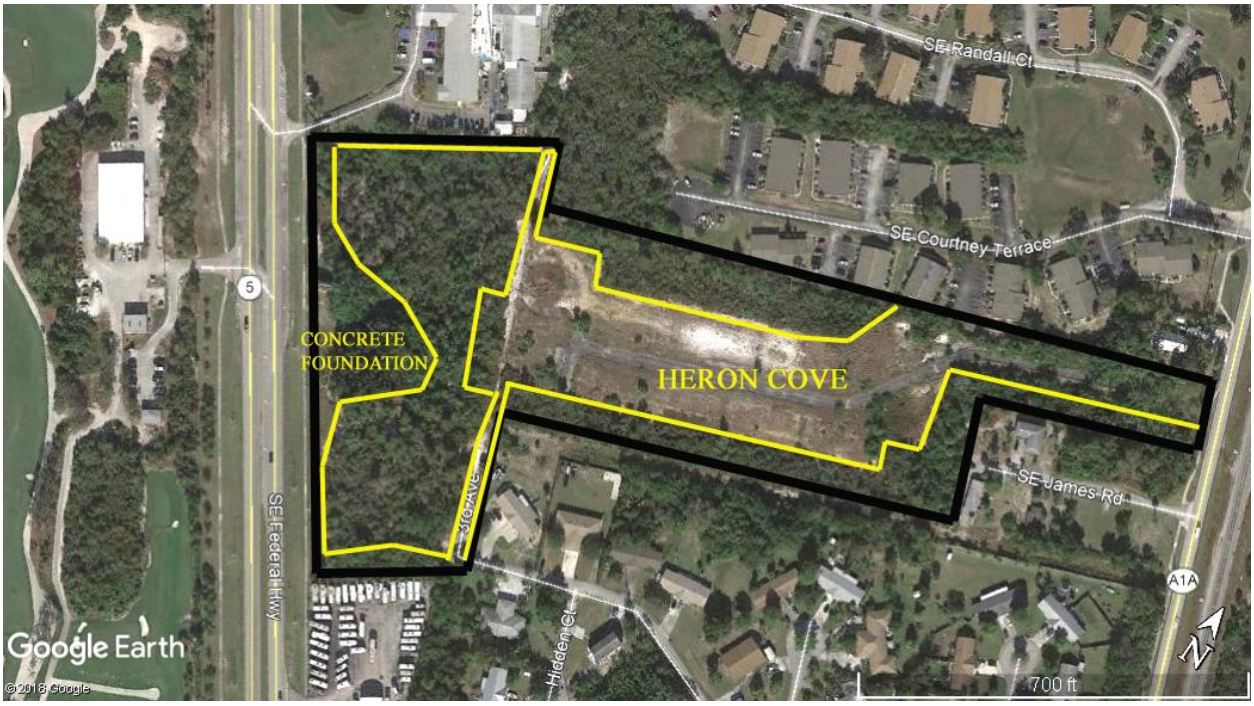


EXHIBIT 7-
HISTORICAL AERIAL
TRADEWINDS OF HOBE SOUND
1966



APPENDICES

EXHIBIT 8-
WILDLIFE OBSERVATIONS
TRADEWINDS of HOBE SOUND

The following wildlife species were observed on the subject property during the ecological survey and assessment:

BIRDS:

Common Name	Scientific Name
Turkey vulture	*Cathartes aura*
Black vulture	*Coragyps atratus*
Northern mockingbird	*Mimus polyglottos*
Northern cardinal	*Cardinalis cardinalis*
Mourning Dove	*Zenaida macroura*
Field sparrow	*Spizella pusilla*

REPTILES & AMPHIBIANS:

Southern black racer	*Coluber constrictor priapus*
Brown anole	*Anolis sagrei*
Gopher tortoise	*Gopherus polyphemus*

MAMMALS:

Gray squirrel	*Sciurus extimus*
Cottontail rabbit	*Sylvilagus floridanus*
Raccoon	*Procyon lotor elucus*
Virginia opossum	*Didelphis virginiana*

EXHIBIT 9-
GOPHER TORTOISE SURVEY
TRADEWINDS of HOBE SOUND

SASKOWSKY & ASSOCIATES, INC.
ECOLOGICAL CONSULTANTS
Stuart, Florida

GOPHER TORTOISE SURVEY:
TRADEWINDS OF HOBE SOUND
Hobe Sound, Florida

INTRODUCTION
On Thursday, February 6, 2019, a gopher tortoise survey was conducted on the subject property in accordance with the scientific methodology and techniques outlined in *Wildlife Methodology Guidelines* and in *Ecology & Habitat Protection Needs of Gopher Tortoise Populations Found on Lands Slated for Development in Florida* published by the Florida Wildlife Commission (FWC). Also utilized was *Procedures for Conducting Accurate Burrow Surveys* published by Ashton Biodiversity Research and Preservation Institute.

METHODOLOGY
Methodology employed was parallel line transects walked at ten-meter intervals or as otherwise adjusted based on specific site conditions.

RESULTS
There were three burrows located on the site. It was determined, based on the condition of the burrows, that the burrows can be classified as potentially occupied.

Burrow Locations



GT1, GT2, GT3: Potentially Occupied

Signed: _____ Date: 2-6-2019

Daniel M. Saskowsky, President
Saskowsky & Associates, Inc.

EXHIBIT 10-
SCRUB JAY SURVEY
TRADEWINDS of HOBE SOUND

SASKOWSKY & ASSOCIATES, INC.

ENVIRONMENTAL CONSULTANTS
ENVIRONMENTAL SURVEYS & ASSESSMENTS
PRESERVE AREA MANAGEMENT PLANS
NATIVE LANDS MANAGEMENT
HABITAT RESTORATION

SCRUB JAY SURVEY:
Hobe Sound Apartments
Hobe Sound, Florida

INTRODUCTION

A scrub jay survey was conducted on the subject property starting on March 11, 2019 and ending on March 15, 2019. The survey was conducted pursuant to the methodology guidelines in *Ecology and Development-Related Habitat Requirements of the Florida Scrub Jay (Aphelocoma coerulescens). Florida Game & Freshwater Fish Commission, Non-game Wildlife Program Technical Report No. 8.*

Based on the results of a vegetation analysis of the project site indicating the presence of a sand pine/scrub oak habitat, it was determined that a scrub jay survey would be necessary.

METHODOLOGY

The survey was conducted on five consecutive days, March 11 through March 15, 2019. Each daily survey was started approximately one hour after local sunrise (approximately 8:30 a.m.) and was terminated by 10:30 a.m. local time. Please refer to Exhibit "1" – DAILY LOG, for a complete summery of daily site conditions including temperature, wind speed and direction, precipitation, etc….

Vocalization playback stations were established on the subject property (Please refer to Exhibit "2"– LOCATION OF PLAYBACK STATIONS). These stations were located in a manner to assure complete coverage of the site (excluding the areas of dense Brazilian pepper). A high quality tape recording of the scrub jay's territorial scolding including the female "hiccup" call was utilized. A field test of the playback device was conducted onsite to assure that the vocalization recording was audible from a minimum of 100 meters. Test results indicated that the tape was clearly audible greater than 100 meters from the source. The tape was played at each station in four directions around the station. The tape was played for approximately five minutes at each station. The number of individual scrub jays sighted at each station was recorded.

SITE ANALYSIS

A vegetation analysis was conducted on the subject site using criteria included in the *Ecology and Development-Related Habitat Requirements of the Florida Scrub Jay (Aphelocoma coerulescens). Florida Game & Freshwater Fish Commission, Non-game Wildlife Program Technical Report No. 8.* The results of the vegetation analysis indicates that a portion of the site (at least 60%) is sand pine/scrub oak habitat. The sand pine/scrub oak area on site is considered TYPE I Habitat that is defined as "upland plant communities… with greater than or equal to 15% cover of scrub oak species". The varieties of scrub oak present on site consist of myrtle oak (*Quercus myrtifolia),* sand live oak *(Q. germinata),* and

(Scrub Jay Survey, continued);

Chapman oak (*Q. chapmanii)*. Other species present include scrub hickory (*Carya floridana*), silk bay (*Persea humilis*), rosemary (*Ceratiola ericoides*), fetterbush (*Lyonia ferruginea*), hog plum (*Zimenia americana*), wax myrtle (*Myrica cerifera*), saw palmetto (*Serenoa repens*) and scrub palmetto (*Sabal etonia*). Sand pine (*Pinus clausa*) was <50% canopy cover).

The following FLUCCS (Florida Land Use Cover & Classification Systems) number has been assigned to the habitat on the subject property:

FLCCS; #1213 - Sand pine scrub

RESULTS

During the survey period, there were no scrub jays sited on or adjacent to the subject property.

Signed: _____ Date: 3-15-2019

Daniel M. Saskowsky, President
Saskowsky & Associates, Inc.

4639 SE Glenridge Trail **Phone: 772-283-3490 772-708-6641**
Stuart, Florida 34997 **e-mail: dsaskowsky@bellsouth.net**

Exhibit "1"- SCRUB JAY SURVEY DAILY LOG
SCRUB JAY SURVEY DAILY LOG

SCRUB JAY SURVEY DAILY LOG

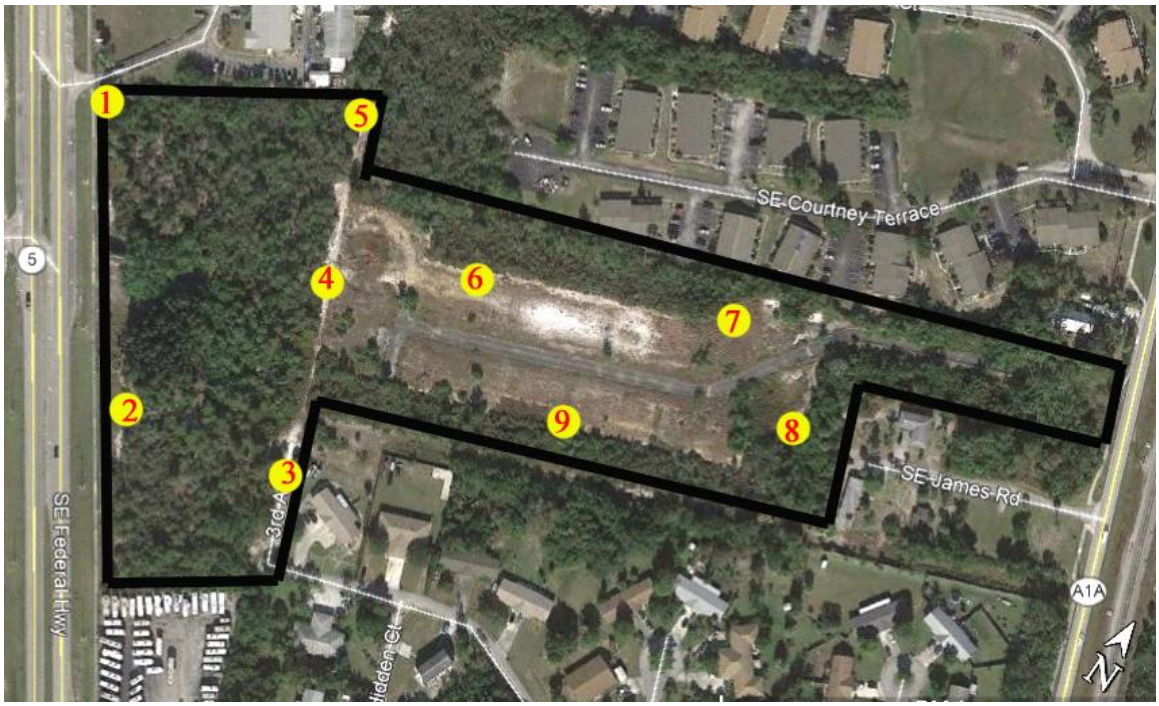
Project Name: HOBE SOUND APARTMENTS **Survey Conducted By:** Daniel M. Saskowsky

DATE: 3-11-2019 **SURVEY START TIME:** 8:45a.m. **SURVEY END TIME:** 10.:05a.m. **TEMP.** 70°F **WINDS:** 0 **SKY CONDITIONS:** cl **VISIBILITY:** **PRECIPITATION:** 0 **COMMENTS:**	**DATE:** 3-12-2019 **SURVEY START TIME:** 8:25a.m. **SURVEY END TIME:** 9:45a.m. **TEMP.** 69°F **WINDS:** <5mph **SKY CONDITIONS:** cl **VISIBILITY:** **PRECIPITATION:** 0 **COMMENTS:**
DATE: 3-13-2019 **SURVEY START TIME:** 8:25am **SURVEY END TIME:** 9:50am **TEMP.** 70°F **WINDS:** <10mph **SKY CONDITIONS:** pcl **VISIBILITY:** unl **PRECIPITATION:** 0 **COMMENTS:**	**DATE:** 3-14-2019 **SURVEY START TIME:** 8:30 am **SURVEY END TIME:** 9:45am **TEMP.** 70°F **WINDS:** 5-10mph **SKY CONDITIONS:** pcl **VISIBILITY:** unl **PRECIPITATION:** 0 **COMMENTS:**

DATE: 3-15-2019 **SURVEY START TIME:** 8:20am **SURVEY END TIME:** 9:45am **TEMP.** 72°F **WINDS:** <10mph **SKY CONDITIONS:** pcl **VISIBILITY:** unl **PRECIPITATION:** 0 **COMMENTS:**	

cl= clear pcl=partly cloudy cld=cloudy unl=unlimited

Exhibit "2" – LOCATIONS OF PLAYBACK STATIONS



Location Map



Legal Description

SOUTHERLY 217.74 FEET OF LOT 3 SUBURBAN HOMES AND GROVES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 PAGE 58 PUBLIC RECORDS MARTIN COUNTY FLORIDA

SUBURBAN HOMES & GROVES LOT 2 (LESS S 600')

SOUTH ONE-HALF OF LOT 103 LESS THE SOUTH 210 FEET OF THE EAST 420 FEET GOMEZ GRANT WEST OF THE INDIAN RIVER ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1 PAGE 62 PUBLIC RECORDS PALM BEACH NOW MARTIN COUNTY BEING MORE PARTICULARLY DESCRIBED IN OR 3038/2977

Development Standards

MAXIMUM BUILDING HEIGHT	40'
BUILDING SETBACKS (1 STORY)	FRONT 25', SIDE 10', REAR 10'
BUILDING SETBACKS (2 STORY)	FRONT 25', SIDE 10', REAR 20'
BUILDING SETBACKS (3 STORY)	FRONT 25', SIDE 20', REAR 30'
BUILDING SETBACKS (4 STORY)	FRONT 25', SIDE 30', REAR 40'
MINIMUM OPEN SPACE	50%
MAXIMUM DENSITY	10 DU/AC

Building Data

UNIT MIX BY TYPE		
1 BR FLATS	24	14%
2 BR FLATS	57	32%
2 BR TOWNHOUSE / NO GARAGE	66	37%
2/BR / 3BR TOWNHOUSE WITH GARAGE	29	16%
PROPERTY MANAGER UNIT	1	0.56%
TOTAL UNITS	**177**	
EAST		
1BR / 1 BATH FLAT (BLDG. TYPE B, SEE SHT. A-2a)	12	
2BR / 2.5 BATH WITH 1 CAR GARAGE BACK TO BACK TOWNHOUSE (BLDG. TYPE B, SEE SHT. A-2a)	24	
2BR / 2.5 BATH WITH NO GARAGE BACK TO BACK TOWNHOUSE (BLDG. TYPE A, SEE SHT. A-2)	66	
2BR / 2 BATH FLAT (BLDG. TYPE A, SEE SHT. A-2)	33	
PROPERTY MANAGER UNIT	1	
TOTAL UNITS	**136**	
WEST		
1BR / 1 BATH FLAT (BLDG. TYPE D, SEE SHT. A-5)	12	
2BR / 2 BATH FLAT (BLDG. TYPE D, SEE SHT. A-5)	24	
3BR / 3.5 BATH WITH 1 CAR GARAGE TOWNHOUSE (BLDG. TYPE C, SEE SHT. A-3)	5	
TOTAL UNITS	**41**	

Site Data

PCN	34-38-42-061-000-00031-0 34-38-42-061-000-00020-3 34-38-42-000-103-00020-9		
ZONING	RM-10		
FUTURE LAND USE	HIGH DENSITY		
EXISTING LAND USE	VACANT		
	SF	**AC**	**%**
TOTAL SITE AREA	557,971	12.81	**100.0%**
IMPERVIOUS AREA	**262,802**	**8.040**	**47.10%**
PROPOSED BUILDING	87,434	2.01	15.7%
RESIDENTIAL BUILDINGS	82,643	1.90	14.8%
MANAGERS RESIDENCE	1,200	0.03	0.2%
CLUBHOUSE	3,591	0.08	0.6%
PARKING / VUA	128,670	2.95	23.1%
CONCRETE WALKS, RAMPS, ETC...	46,698	1.07	8.4%
CAR CANOPY AREA	**16,118**	**0.370**	**6.13%**
OPEN SPACE	**295,169**	**6.776**	**52.90%**
PERVIOUS AREA	**295,169**	**6.776**	**52.90%**
LANDSCAPE BUFFERS / LANDSCAPE AREAS	111,346	2.556	20.0%
PROPOSED RETENTION (BANK & BOTTOM)	40,135	0.921	7.2%
UPLAND PRESERVE	143,688	3.299	25.8%

PARKING	REQ.	PROVIDED
2 SPACES PER UNIT (177 UNITS)	354	366
GARAGE PARKING SPACES		29
DRIVEWAY PARKING SPACES		29
GENERAL PARKING SPACES		308
ADA ACCESSIBLE SPACES	8	9

Density Data

	PERMITTED	PROPOSED
UNITS PROVIDED AT MAX 10 UPA	128 UNITS	128 UNITS
AFFORDABLE HOUSING UNITS PER CHAPTER 4 CGMP POLICY 4.13.7.(5)		49 UNITS
TOTAL UNITS		**177** (13.81 UPA)

Preserve Data

	SF	AC	%
TOTAL SITE AREA	557,971	12.81	100.0%
PRESERVE AREA - RARE & UNIQUE NATIVE UPLAND HABITAT			
REQUIRED PRESERVED NATIVE UPLAND HABITAT (TOTAL SITE AREA (557,971) * .25)	139,492	3.202	25.0%
PROVIDED PRESERVED NATIVE UPLAND HABITAT	143,688	3.299	25.8%

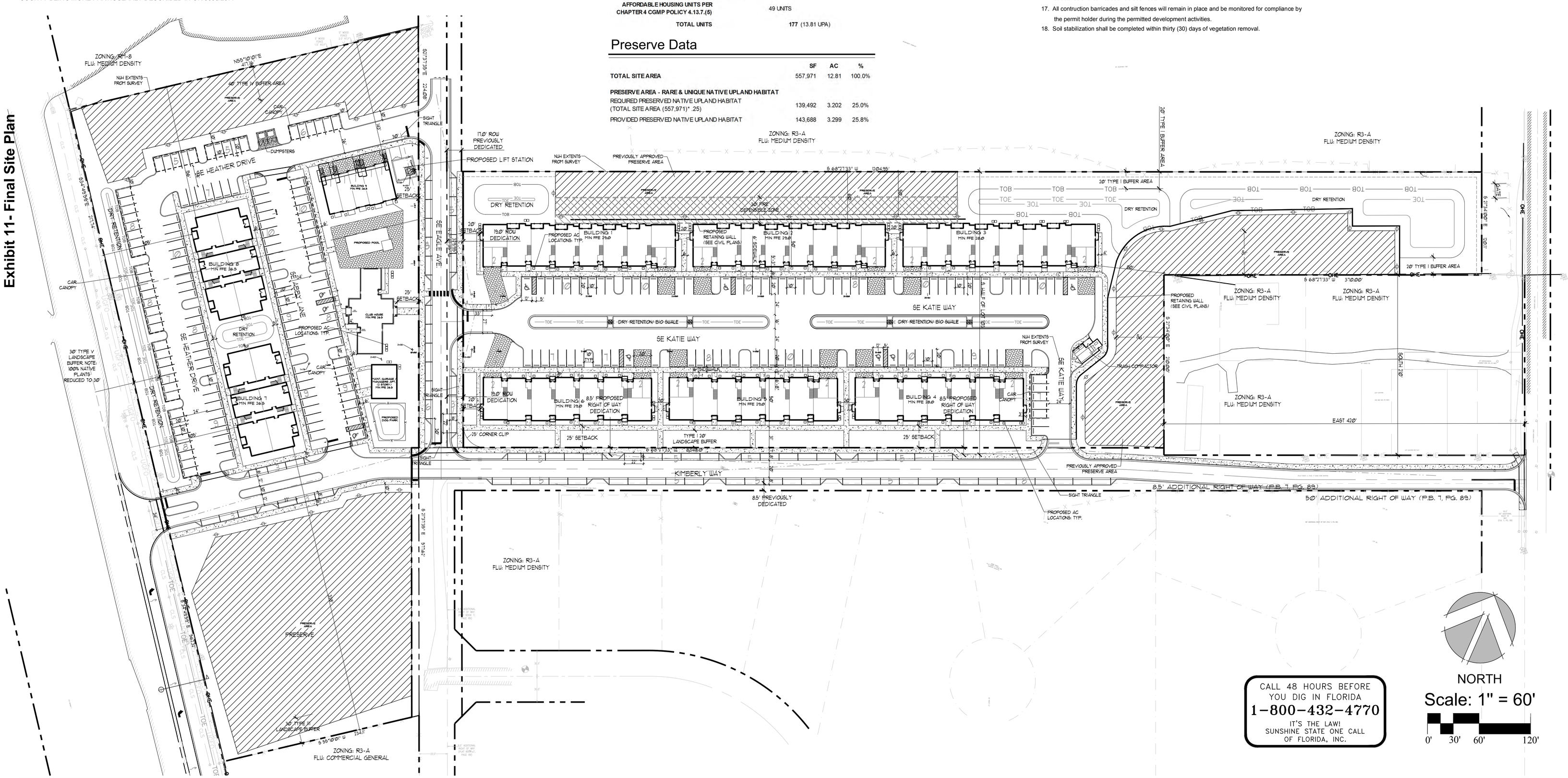
General Notes

1. All signs shall meet Martin County Land Developement Regulations.
2. All prohibited vegetation species to be removed prior to the issuance of a Certificate of Occupancy.
3. There is to be an irrigation system installed to ensure continued growth of all planting areas. Source of irrigation water to be potable water.
4. 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.
5. Barricades must be constructed in the following manner:
   - Rope: 1/4" diameter min, nylon or poly, yellow or orange
     - Rope must be a minimum of four (4) feet off the ground.
     - Rope may not be attached to vegetation
     - Surveyor ribbon is not acceptable
   - Poles: 2x2 or 2x4, iron rebar, PVC pipe or other materials with prior approval of Environmental Planner.
     - Lathe strips are not acceptable.
   - Silt Fence: shall be installed along all perimeters of development area, maintained during construction.
6. All Barricades must be maintained intact for the duration of construction.
7. Storage of construction materials in preserve areas is not permitted.
8. Fill is not allowed to encroach into preserve areas.
9. Barricades must be offset at least ten (10) feet outside the preserve area or placed at the dripline of the canopy trees in any area for which clearing is proposed.
10. Individual trees or groups of vegetation that are to be saved for landscape credit requirements are to be barricaded according to the guidelines.
11. Advisory or warning signs must be provided.
12. Preserve areas are not to be altered without written permission of the Martin County Board of County Commissioners.
13. During constructions activities, existing native vegetation shall be retained to act as buffers between adjacent land uses, and to minimize nuisance dust and noise. Barricades shall be used on site to preserve the vegetation to be retained for this purpose.
14. Any proposed lighting will be directed away from any residential units or adjacent roadways.
15. No clearing, including the installation of erosion control devices, is authorized until the Permit for the Installation of Erosion Control Devices and Preserve Area Barricade has been issued.
16. No additional land clearing shall commence until a satisfactory inspection of the required control structures and barricades has been obtained.
17. All contruction barricades and silt fences will remain in place and be monitored for compliance by the permit holder during the permitted development activities.
18. Soil stabilization shall be completed within thirty (30) days of vegetation removal.
19. Contractor shall verify all existing conditions and layout dimensions in the field. report all discrepancies immediately to the landscape architect for decision before construction.
20. Contractor shall verify all existing grades in the field and report any discrepancies immediately to the landscape architect for decision.
21. New earthwork shall blend smoothly into existing grade.
22. All paved areas must pitch to drain at min. of 1/8" per foot. any discrepancies not allowing this to occur shall be reported to the landscape architect prior to continuing work.
23. Contractor shall provide irrigation to, and drainage from all planters.
24. Remove all road base, shellrock, marl, coral rock, and rubble 30" min. below finish grade from all new planting areas and tree pits. backfill with suitable soil as approved by landscape architect. maintain existing grade at existing trees.
25. All building setbacks are measured from new property boundary after ROW dedication.
26. Stormwater management areas are to be maintained with planted native vegetation, in perpetuity.
27.Preserve area signs shall 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.

Drainage Notes

1. Match all existing grades along property lines.
2. Contractor shall be responsible for providing positive site drainage away from all structures including but not limited to planters, courtyard planting areas, hardscape surfaces and architectural elements.
3. Contractor shall provide drainage from all planters.

Exhibit 11- Final Site Plan



McCarty & Associates

LAND PLANNING AND DESIGN

STUART • FT. PIERCE

772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

Tradewinds of Hobe Sound

Martin County, Florida

Final Site Plan

REGISTERED LANDSCAPE ARCHITECT DANIEL MCRAE SUGG LA 6667190 STATE OF FLORIDA

Drawn By	DMS
Checked By	MM
Scale	1"=60'
Drawing Date	4/9/2020
10/27/2020	revisions as per comments
12/29/2020	revisions as per comments

S-1

EXHIBIT 12-
AGENCY CORESPONDENCE

Florida Fish and Wildlife Conservation Commission

Commissioners
Robert A. Spottswood
Chairman
Key West

Michael W. Sole
Vice Chairman
Tequesta

Rodney Barreto
Coral Gables

Steven Hudson
Fort Lauderdale

Gary Lester
Oxford

Gary Nicklaus
Jupiter

Sonya Rood
St. Augustine

Executive Staff
Eric Sutton
Executive Director

Thomas H. Eason, Ph.D.
Assistant Executive Director

Jennifer Fitzwater
Chief of Staff

Fish and Wildlife Research Institute
Gil McRae
Director

727-896-8626
727-823-0166 FAX

Managing fish and wildlife resources for their long-term wellbeing and the benefit of people.

Fish and Wildlife Research Institute
100 Eighth Avenue SE
St. Petersburg, Florida
33701-5020
Voice: 727-896-8626
Fax: 727-823-0166
Hearing/speech-impaired:
800-955-8771 (T)
800-955-8770 (V)
MyFWC.com/Research

2/26/2020

Daniel Saskowsky
Senior Ecologist
Saskowsky & Associates, Inc.

Dear Daniel Saskowsky:

This letter is in response to your request for listed species occurrence records and critical habitats for your project located in Martin County, Florida. Records from The Florida Fish and Wildlife Conservation Commission's database indicate that listed species occurrence data and critical habitats are located within the project area. Records of least tern, perforate reindeer lichen, large flower rosemary, Florida scrub lizard, Brazilian free-tailed bat, and Florida scrub jay were found on, or within a 1-mile distance of, the property. SHCAs were found for Florida mouse, and Florida scrub jay within a 1-mile distance of, the property. Enclosed are 8.5 x 11 maps prioritized SHCA's, species richness, priority wetlands for listed species, and land cover for the project site and surrounding area.

This letter and attachments should not be considered as a review or an assessment of the impact upon threatened or endangered species of the project site. It provides FWC's most current data regarding the location of listed species and their associated habitats.

Our SHCA recommendations are intended to be used as a guide. Land development and ownership in Florida is ever-changing and priority areas identified as SHCA might already have been significantly altered due to development or acquired into public ownership. Onsite surveys, literature reviews, and coordination with FWC biologists remain essential steps in documenting the presence or absence of rare and imperiled species and habitats within the project area.

Our fish and wildlife location data represents only those occurrences recorded by FWC staff and other affiliated researchers. It is important to understand that our database does not necessarily contain records of all listed species that may occur in a given area. Also, data on certain species, such as gopher tortoises, are not entered into our database on a site-specific basis. **Therefore, one should not assume that an absence of occurrences in our database indicates that species of significance do not occur in the area.**

The Florida Natural Areas Inventory (FNAI) maintains a separate database of listed plant and wildlife species, please contact FNAI directly for specific information on the location of element occurrences within the project area.

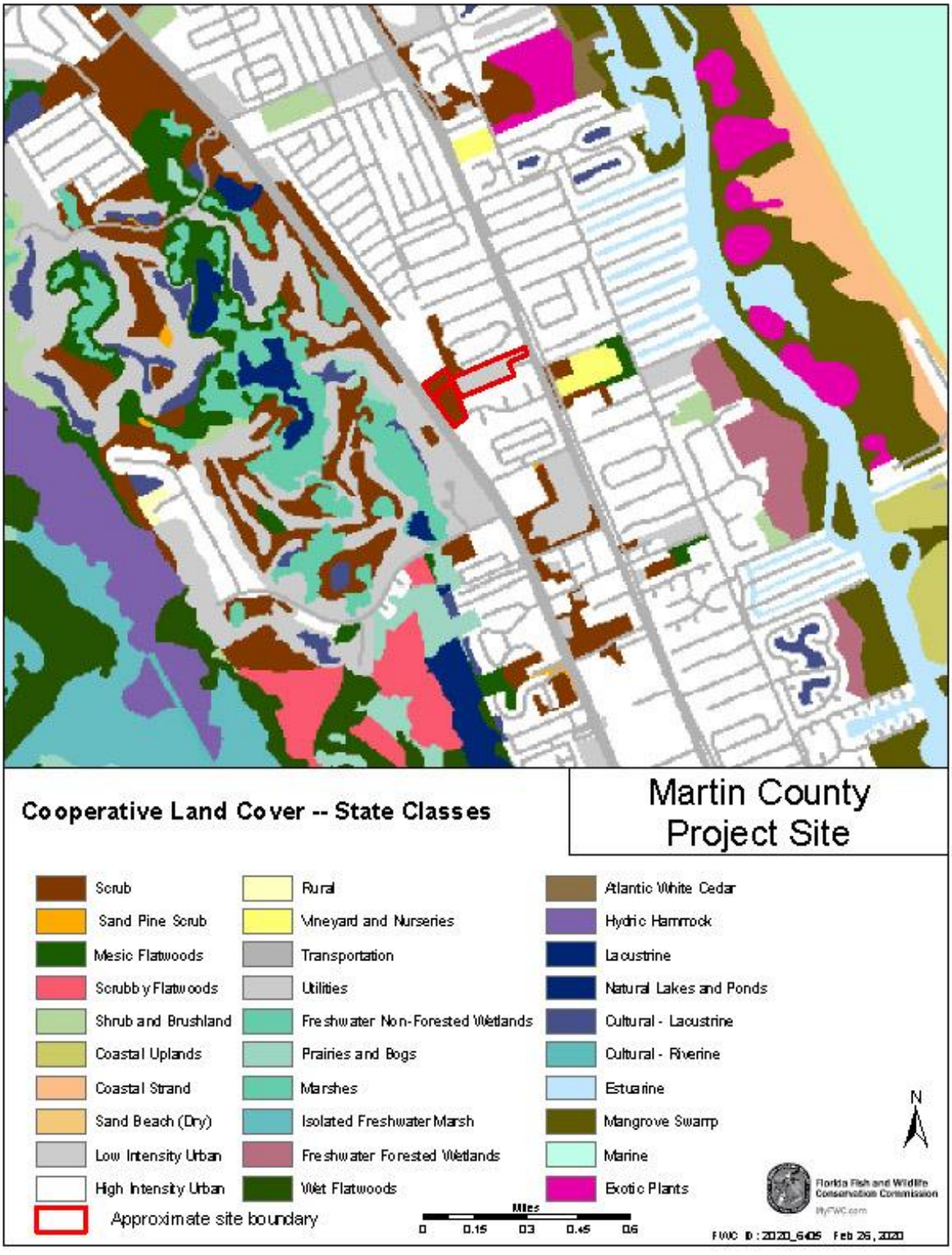
Because FNAI is funded to provide information to public agencies only, you may be required to pay a fee for this information. County-wide listed species information can be located at their website (http://www.fnai.org).

Please credit the Florida Fish and Wildlife Conservation Commission in any publication or presentation of these data. If you have any questions or further requests, please contact me at (850) 488-0588 or gisrequests@myfwc.com.

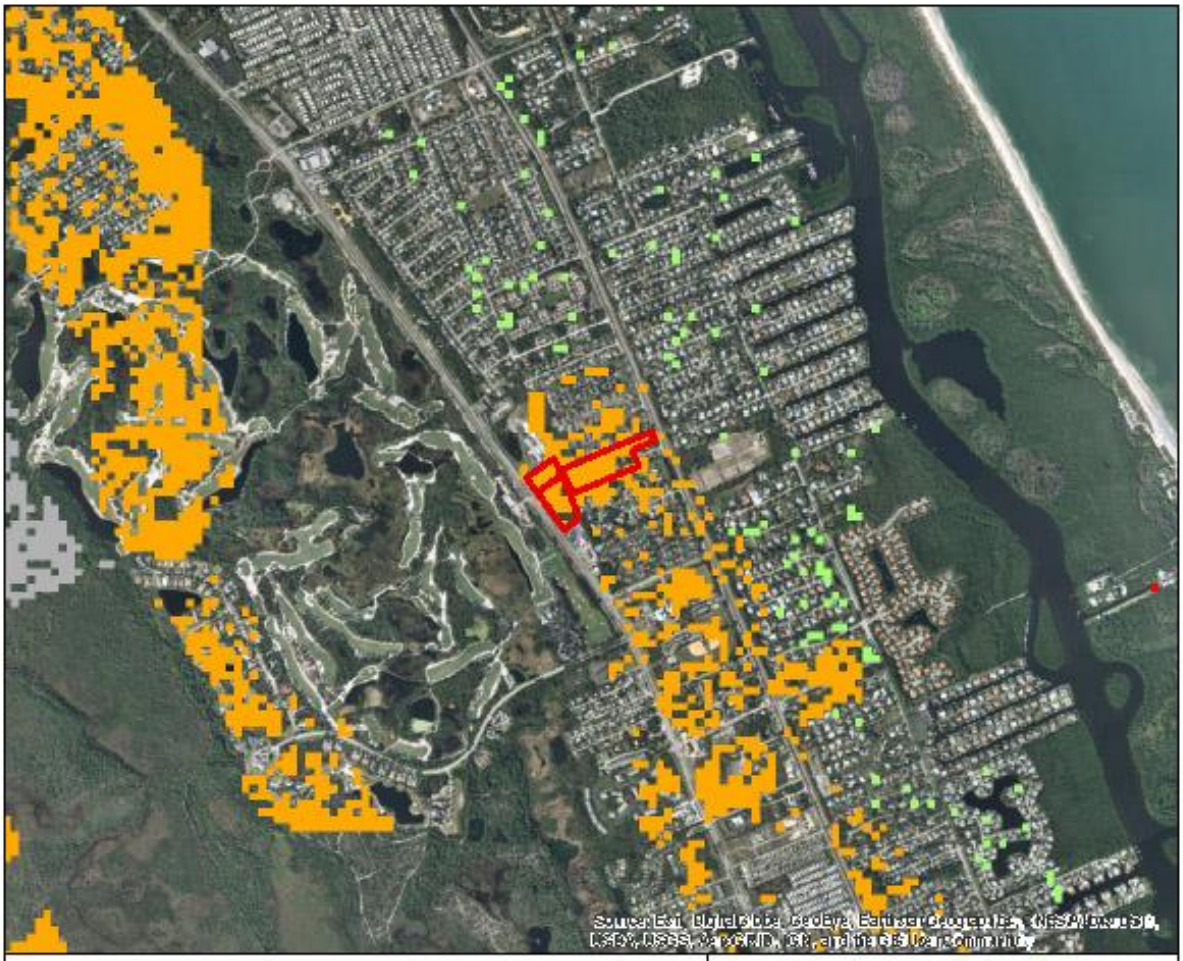
Sincerely,

Eva Salinas
Research Assistant

ES
2020_5405
Enclosures


Cooperative Land Cover -- State Classes
Martin County Project Site
Scrub
Sand Pine Scrub
Mesic Flatwoods
Scrubby Flatwoods
Shrub and Brushland
Coastal Uplands
Coastal Strand
Sand Beach (Dry)
Low Intensity Urban
High Intensity Urban
Approximate site boundary
Rural
Vineyard and Nurseries
Transportation
Utilities
Freshwater Non-Forested Wetlands
Prairies and Bogs
Marshes
Isolated Freshwater Marsh
Freshwater Forested Wetlands
Wet Flatwoods
Atlantic White Cedar
Hydric Hammock
Lacustrine
Natural Lakes and Ponds
Cultural - Lacustrine
Cultural - Riverine
Estuarine
Mangrove Swamp
Marine
Exotic Plants
Miles
0 0.15 0.3 0.45 0.6
N
Florida Fish and Wildlife Conservation Commission
MyFWC.com
FWC ID: 2020_6405 Feb 26, 2020


Martin County
Project Site
Priority Wetlands
1-3 Species, Wetlands habitat
4-6 Species, Wetlands habitat
7-9 Species, Wetlands habitat
10-11 Species, Wetlands habitat
Approximate site boundary
N
Miles
0
0.15
0.3
0.45
0.6
Florida Fish and Wildlife Conservation Commission
MyFWC.com
FWC ID: 2020_6405 Feb 26, 2020



Martin County Project Site

The prioritized SHCA map identifies 5 classes of SHCA based upon Heritage ranking criteria developed by The Nature Conservancy, the Natural Heritage Program Network, and the Florida Natural Areas Inventory. There are 2 possible ranks used to prioritize a species' SHCA: 1) the global rank based on a species worldwide status, and 2) the state rank based upon the species status in Florida. The state and global ranks are based upon many factors such as known occurrence locations, estimated abundance, range, amount of habitat currently protected, perceived levels of threats towards the species, and ecological fragility.

Prioritized SHCA's

Priority 1
Priority 2
Priority 3
Priority 4
Priority 5

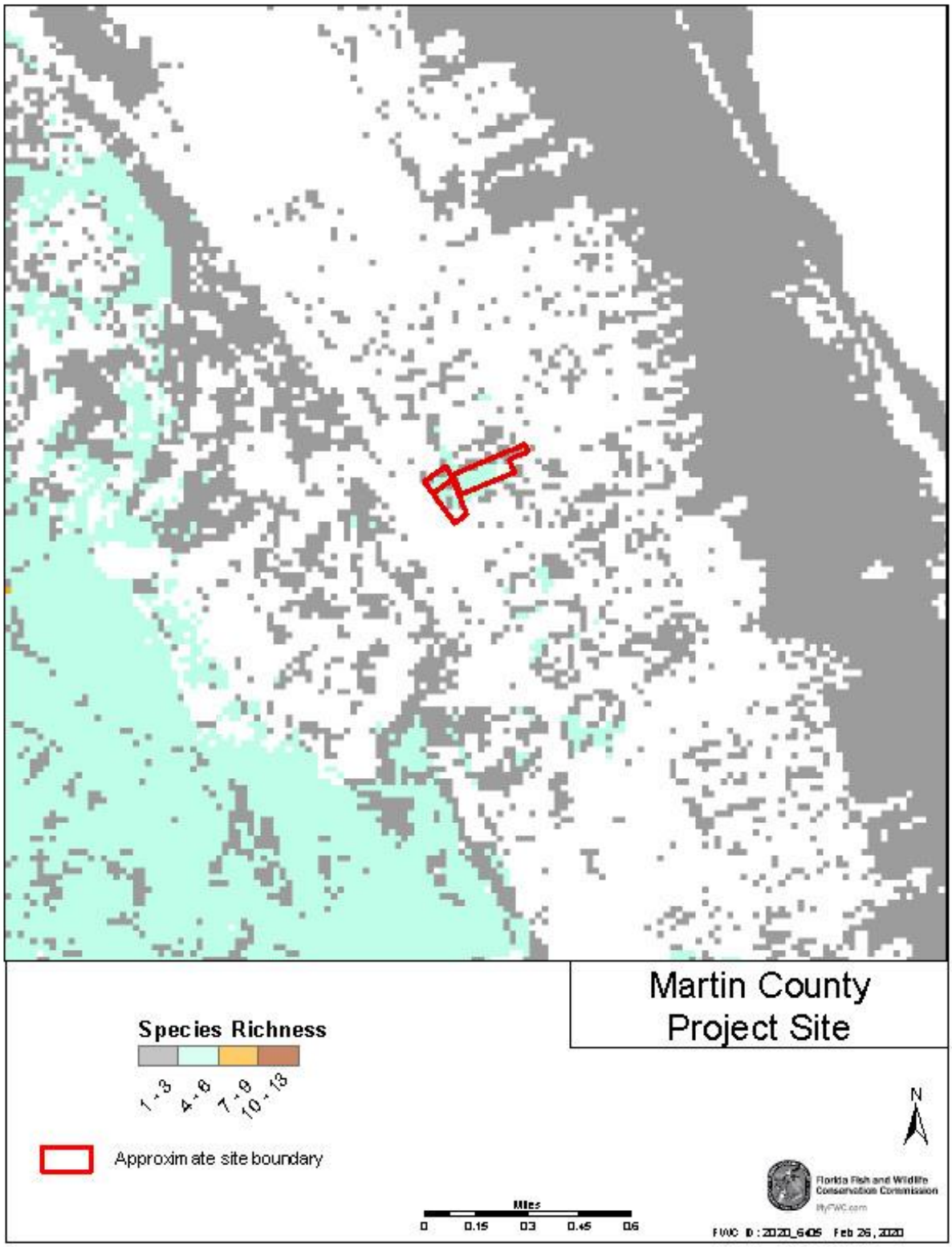
Approximate site boundary

N

Miles
0 0.15 0.3 0.45 0.6

Florida Fish and Wildlife Conservation Commission
MyFWC.com

FWC ID: 2020_6405 Feb 26, 2020


Martin County
Project Site
Species Richness
1 - 3
4 - 6
7 - 9
10 - 13
Approximate site boundary
N
Florida Fish and Wildlife Conservation Commission
Miles
0
0.15
0.3
0.45
0.6
FWC ID : 2020_6405 Feb 26, 2020

This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

February 24, 2020

Florida Master Site File

Daniel Saskowsky
Saskowsky & Associates, Inc.
4639 SE Glen Ridge Trail
Stuart, FL 34997
Phone: 772.708.6641
Email: dsaskowsky@bellsouth.net

In response to your inquiry of February 24, 2020 the Florida Master Site File lists no archaeological sites, two resource groups and no historic structures in the following parcels of Martin County:

Parcel ID: 34-42-000-103-00020-9, 34-38-42-061-000-00020-3 and 34-38-42-061-000-00031-0 with a 500 foot buffer as shown on the corresponding map.

When interpreting the results of our search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.**
- **While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.**
- **Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Sincerely,

Cody VanderPloeg
Archaeological Data Analyst
Florida Master Site File
Cody.VanderPloeg@dos.myflorida.com

Cultural Resource Search
500 Foot Buffer
Martin County



February 2020

EXHIBIT 13-
FIREWISE TOOLKIT

FIREWISE TOOLKIT

FIREWISE PRINCIPLES

A guide to Firewise principles

THE FIREWISE COMMUNITIES PROGRAM provides homeowners with simple and easy steps to help reduce a home's wildfire risk by preparing ahead of a wildfire. These steps are rooted in principles based on solid fire science research into how homes ignite. The research comes from the world's leading fire experts whose experiments, models and data collection are based on some of the country's worst wildland fire disasters.

Below are Firewise principles and tips that serve as a guide for residents:

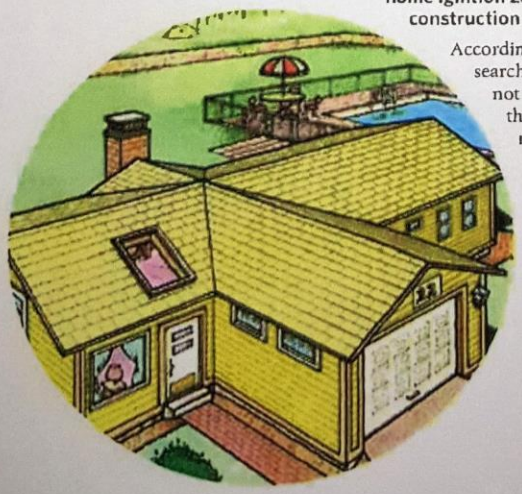
When it comes to wildfire risk, it is not a geographical location, but a set of conditions that determine the home's ignition potential in any community.

Wildfire behavior is influenced by three main factors: topography (lie of the land), weather (wind speed, relative humidity and ambient temperature) and fuel (vegetation and man-made structures). In the event of extreme wildfire behavior, extreme weather conditions are normally present, like extended drought, high winds, low humidity and high temperatures, coupled with excess fuel build up including the accumulation of live and dead vegetation material. Additionally, the inherent lie of the land influences the intensity and spread a fire takes. Fires tend to move upslope, and the steeper the slope the faster it moves.

Of these three factors, **fuel** is the one we can influence.

Debris like dead leaves and pine needles left on decks, in gutters and strewn across lawns can ignite from flying embers. Fire moving along the ground's surface can "ladder" into shrubs and low hanging tree limbs to create longer flames and more heat. If your home has flammable features or vulnerable openings, it can also serve as fuel for the fire, and become part of a disastrous chain of ignitions to other surrounding homes and structures.

A home's ignition risk is determined by its immediate surroundings or its "home ignition zone" and the home's construction materials.



According to fire science research and case studies, it's not where a home is located that necessarily determines ignition risk, but the landscape around it, often referred to as the "home ignition zone." The home ignition zone is defined as the home and its immediate surroundings up to 200 feet (60 m).

The Firewise Communities Program provides tips for reducing wildfire risk based on the home ignition zone concept:

Home Zone: Harden your home against wildfire. This includes fences, decks, porches and other attachments. From the point of view of a fire, if it's attached to the house it is a part of the house. Non-flammable or low flammability construction materials—especially for roofs, siding and windows—are recommended for new homes or retrofits. Keep any flammables, including plantings and mulch out of the area within 5 feet of your home's perimeter.

Zone 1: This well-irrigated area encircles the structure for at least 30 feet on all sides including decks and fences, and provides space for fire suppression equipment in the event of an emergency. Lawns should be well maintained and mowed. Plantings should be limited to carefully-spaced low flammability species. In particularly fire prone areas, non-flammable mulch should be considered.

Zone 2: This area encircles 30 - 100 feet from the home. Low flammability plant materials should be used here. Plants should be low-growing and the irrigation system should extend into this section. Shrubs and trees should be limbed up and spaced to prevent crowns of trees from touching.

Zone 3: This area encompasses 100 - 200 feet from the home. Place low-growing plants and well-spaced trees in this area, remembering to keep the volume of vegetation (fuel) low.

FIREWISE COMMUNITIES

For defensible zones within Preserve Areas:

- Remove all dead or loose vegetative material (i.e. cut landscape material, pine needles, etc.)
- Prune all low lying vegetation, especially saw palmetto and trees with low-hanging limbs.

Zone 4: This furthest zone from the structure is a natural area. Selectively prune and thin all plants and remove highly flammable vegetation.

Homeowners can and must take primary responsibility for wildfire safety action around the home.

There are not enough fire fighting resources to protect every house during severe wildfires, and with shrinking budgets it means we need to do more with less. Fire fighters are trained to safely and efficiently suppress wildland fires, but their effectiveness is reduced when they must sweep decks, move wood piles and patio furniture while trying to fight a fire. According to fire science research, individual efforts do make a difference even in the face of a catastrophic wildfire.

The following steps are outlined by the Firewise program to reduce home ignition risk, based on this principle:

- Prune low hanging limbs to reduce ladder fuels
- Clean roofs and gutters of pine needles and dead leaves
- Keep flammable plants and mulches at least 5 feet away from your home's perimeter
- Use low-growing, well pruned and fire-resistive plants around home
- Screen or box-in areas below patios and decks with wire screening no larger than 1/8-inch mesh
- Sweep decks and porches clear of fallen leaves
- Move woodpiles away from the home during non-winter months
- Bring doormats and furniture cushions inside when an area is threatened by a wildfire
- Close garage doors when leaving your home in the event of an evacuation

We all have a role to play in protecting ourselves and others.

Your home ignition zone extends up to 200 feet—and it's quite common to have neighbors whose home ignition zone overlaps yours. Buildings closer than 100 feet apart can ignite one another if they are in flames. In addition, many communities have commonly owned property, including natural or wooded areas that can pose fire risks to all. This means that to be most effective, neighbors need to work together and with their local fire service to achieve greater wildfire safety.

Together, community residents can work with agencies and elected officials to accomplish the following:

- Ensure that homes and neighborhoods have legible/clearly marked street names and numbers
- Create "two ways out" of the neighborhood for safe evacuation during a wildfire emergency
- Create phone trees to alert residents about an impending fire
- Review any existing community rules or regulations on vegetation management and construction materials to see if they are "Firewise-friendly"
- Use the "Ready, Set, Go!" program with the fire department to educate neighbors
- Use the Firewise Communities/USA® Recognition Program to create and implement an ongoing action plan that will also earn the neighborhood national recognition for their efforts

LEARN MORE about how to keep families safe and reduce homeowners' risk for wildfire damage at www.firewise.org.

ADDITIONALLY, complimentary brochures, booklets, pamphlets, videos and much more can be found on the information and resources page of the website and ordered online through the Firewise catalog.

FIREWISE COMMUNITIES

Firewise tips checklist for homeowners

WILDFIRE DOESN'T HAVE TO BURN everything in its path. In fact, cleaning your property of debris and maintaining your landscaping are important first steps to helping minimize damage and loss.

The work you do today can make a difference. Follow these simple action steps now and throughout the year to prepare and help reduce the risk of your home and property becoming fuel for a wildfire:

- ☐ Clear leaves and other debris from gutters, eaves, porches and decks. This prevents embers from igniting your home.
- ☐ Remove dead vegetation from under your deck and within 10 feet of the house.
- ☐ Remove anything stored underneath decks or porches.
- ☐ Screen or box-in areas below patios and decks with wire mesh to prevent debris and combustible materials from accumulating.
- ☐ Remove flammable materials (firewood stacks, propane tanks, dry vegetation) within 30 feet of your home's foundation and outbuildings, including garages and sheds. If it can catch fire, don't let it touch your house, deck or porch.
- ☐ Wildfire can spread to tree tops. If you have trees on your property, prune so the lowest branches are 6 to 10 feet from the ground.
- ☐ Keep your lawn hydrated and maintained. If it is brown, cut it down to reduce fire intensity. Dry grass and shrubs are fuel for wildfire.
- ☐ Don't let debris and lawn cuttings linger. Dispose of these items quickly to reduce fuel for fire.
- ☐ Inspect shingles or roof tiles. Replace or repair those that are loose or missing to prevent ember penetration.
- ☐ Cover exterior attic vents with metal wire mesh no larger than 1/8 inch to prevent sparks from entering the home.
- ☐ Enclose under-eave and soffit vents or screen with metal mesh to prevent ember entry.

Learn more about how to keep your family safe and reduce your home's risk for wildfire damage at www.firewise.org.

FIREWISE COMMUNITIES NFPA

Firewise Communities / USA® Recognition Program checklist

BY WORKING WITH NEIGHBORS, individual residents can make their own property – and their neighborhood – much safer from the flames and embers of a wildfire. The Firewise Communities/USA® Recognition Program provides a series of steps so you and your neighbors can act now ahead of a wildfire threat.

Ready to begin? Follow these steps on your way to becoming an official Firewise community.

☐ **1. Talk to your neighbors.**
You may be surprised to learn that other residents are just as concerned as you are about wildfire, so make a pledge to get started ... now.

☐ **2. Recruit interested community members.**
These people will form a diverse Firewise® board or committee. The group should include homeowners and fire professionals, but may also include planners, land managers, urban foresters and members of other interest groups in your community.

- Choose a group leader/representative. (This person, often known as the "sparkplug," will serve as the spokesperson and take the lead on Firewise initiatives.)

☐ **3. Contact Firewise.**
Have the community representative complete an on-line request form on the "contact us" page on the Firewise website (www.firewise.org), or call the Firewise Communities Program office at 617-984-7486. A Firewise representative can answer your questions, and help you get started.

☐ **4. Schedule a site assessment visit.**
This is the first step of the process of achieving Firewise Communities/USA recognition status.

- Have the community representative contact your state's Firewise Communities/USA liaison, a specialist in wildland/urban interface (WUI) fire, to inquire about a site assessment and evaluation of your community's current wildfire readiness. Your state liaison's contact information is available on the Firewise website.
- Schedule a time to meet with the state liaison or his/her designee to provide a community wildfire risk evaluation. Plan on at least one full day for this activity.
- At the same time, contact your local fire official who will accompany the state liaison for the evaluation.
- A site assessment is **not** a Community Wildland Protection Plan (CWPP). It is a wildfire risk evaluation of the potential Firewise Communities/USA site that is applying for national recognition.

☐ **5. Review the site assessment and evaluation document.**
The assessment does not have a specific format, but the program endorses an assessment style that:

- Includes a simple document for homeowners/residents to review the potential community site.
- Familiarizes the homeowner/resident with the way ignitions are likely to occur and how homes are likely to be lost in the event of a wildfire.
- Explains and illustrates common strengths and vulnerabilities with respect to this site's wildfire risk.

Upon completion of the evaluation, the state liaison or designee will schedule a meeting with your local Firewise committee to review the findings of your community assessment. At this time, your committee will determine whether they accept the findings or reject them. If you accept the evaluation, the process continues; if you don't, the process is terminated.

FIREWISE COMMUNITIES
NFPA

☐ **6. Create a plan.**
Based on the evaluation and assessment, your Firewise committee develops a plan to tackle problem areas. In your plan, remember to include deadlines and a schedule to keep you on track. Record your action plan, and have all members of your committee sign it. Your plan should include:

- One day during the year that is designated as "Firewise Day." Whether it's a "chipper day" that gathers equipment and volunteers to chip up brush and tree limbs, a state fair exhibit or a community clean-up day, the Firewise Day helps you get the work done to make your community safer.
- Firewise mitigation activities that amount to a community investment of more than $2/capita/year of 'in-kind' volunteer contribution or grants.
- Once the plan is finished, share it with your state liaison.

☐ **7. Implement your plan.**
Tackle the items in your plan. Designate the party responsible for each action, including who will take the lead on Firewise Day. Remember, everything you do should be documented, so you can send the paperwork in with your application form.

☐ **8. Apply for recognition in the Firewise Communities/USA Recognition Program.**
You've completed your plan; now it's time to receive the recognition you deserve. Not only is your community safer from wildfire, you will now be able to celebrate your official status as a nationally recognized Firewise community. Remember to:

- Fill out the application form
- Attach your completed Firewise community plan
- Attach the Firewise Day document that lists names of volunteers, the hours involved and activities you've accomplished
- Attach any photos that illustrate your great work
- Send your completed application and attached documents to your state liaison for review
- Your state liaison will forward the application to the NFPA Firewise program headquarters. You can expect to receive your recognition materials (sign, plaque and other items) within 2-4 weeks after NFPA receives your application.

☐ **9. Renew your application each year.**
The work of a Firewise community is never done. To maintain active status in the program, you must continue the work throughout the year, documenting all activities, including your Firewise Day, the hours involved, and the volunteers. The information is easy to report through the Firewise website.

☐ **10. Celebrate your success!**
We want to hear from you! Share your story with the Firewise Communities Program family. We'll include your photos and activities on the Firewise website, feature your community in our blog, and promote your hard work through our social media platforms.

Questions?
Contact the Firewise Communities Program. More information can be found on the Firewise website.

FIREWISE COMMUNITIES
NFPA

EXHIBIT 14-
PRESERVE AREA BOUNDARY SIGN



EXHIBIT 15-

MARTIN COUNTY, FLORIDA

PRESERVE AREA MANAGEMENT PLAN
ANNUAL MONITORING REPORT FOR (*Year*)

Annual monitoring shall be conducted at the end of the wet season (usually by November 30) for five years from the date of PAMP approval. A report of the results of each monitoring event shall be submitted by the property owner to the Martin County Environmental Planning Administrator within 30 days of the completion of the monitoring. Monitoring and reporting are the responsibility of the property owner. However, a qualified environmental professional may conduct the monitoring, prepare the Annual Monitoring Reports, or submit the Reports. All Annual Monitoring Reports shall contain the following information:

· Name and address of current owner of Preserve Area;
· Location of Preserve Area *(site/project location, Martin County Parcel Control Number, section/township/range, etc)***;**
· 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, revegetation, 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): _____

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

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

A. GENERAL INFORMATION

Type of Application: Major Master & Final Site Plan ☑

Name or Title of Proposed Project: Tradewinds ~~of~~ AT Hobe Sound

Brief Project Description:

The applicant is proposing a multifamily residential project consisting of apartments and town house dwelling unit types. The project is intended to provide 177 units and will meet the requirements of an affordable houseing rental project.

See attached Development Narrative for more details.

Was a Pre-Application Held? ☑ **YES/NO** ☐ **Pre-Application Meeting Date:** 11-14-19

Is there Previous Project Information? ☑ **YES/NO** ☐

Previous Project Number if applicable: A046-001

Previous Project Name if applicable: Heron Cove

Parcel Control Number(s)

343842061000000310
343842061000000203
343842000103000209

B. PROPERTY OWNER INFORMATION

Owner (Name or Company): LAUREL LANE HOLDINGS LLCHOBE SOUND JUPITE

Company Representative: Michael Dooley

Address: 404 SOUTH BEACH RD

City: HOBE SOUND, State: FL Zip: 33455

Phone: 772-546-7355 Email: HSLDooley@GMAIL.com

C. PROJECT PROFESSIONALS

Applicant (Name or Company): Same as property owner
Company Representative:
Address:
City: , State: Zip:
Phone: Email:

Agent (Name or Company): LAUREL LANE HOLDINGS LLCHOBE SOUND JUPITER ISL
Company Representative: Michael Dooley
Address: P.O. Box 11669148 SE Bridge Rd.
City: Hobe Sound , State: FL Zip: 33475
Phone: 772-546-7355 Email: hsldooley@gmail.com

Contract Purchaser (Name or Company): N/A
Company Representative:
Address:
City: , State: Zip:
Phone: Email:

Land Planner (Name or Company): McCarty & Associates Land Planning and Design LLC
Company Representative: Mike McCarty
Address: 309 SE Osceola St. Suite 104
City: Stuart , State: FL Zip: 34994
Phone: 772-341-9322 Email: mike@mccartylandplanning.com

Landscape Architect (Name or Company): McCarty & Associates Land Planning and Design I
Company Representative: Dan Sugg
Address: 309 SE Osceola St. Suite 104
City: Stuart , State: FL Zip: 34994
Phone: 772-341-9322 Email: mike@mccartylandplanning.com

Surveyor (Name or Company): Betsy Lindsay Inc
Company Representative: Elizabeth A. Lindsay, P.L.S. (Betsy)
Address: 7997 SW Jack James Drive,
City: Stuart , State: FL Zip: 34997
Phone: 772 286 5753 office Email: blindsay@betsylindsay.com

Civil Engineer (Name or Company): Milcor Group Inc.
Company Representative: Melissa G. Corbett, P.E.
Address: 10975 S.E. Federal Highway
City: Hobe Soun , State: FL Zip: 33455
Phone: Office: 772-223-8850 Email: melissac@themilcorgroup.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): FEINBERG & ASSOCIATES, PC
Company Representative: William A. Feinberg, AIA
Address: 1010 HADDONFIELD-BERLIN ROAD, SUITE 411
City: VOORHEES, State: NJ Zip: 08043
Phone: (856)782-0100 Email: bfeinberg@feinbergdesign.com

Attorney (Name or Company): McCarthy, Summers Etal.
Company Representative: Terry McCarthy
Address: 2400 US Hwy 1, Fourth Floor
City: Stuart, State: FL Zip: 34994
Phone: 772-286-1700 Email: TPM@mccarthysummers.com

Environmental Planner (Name or Company): SASKOWSKY & ASSOCIATES, INC.
Company Representative: Dan Saskowsky
Address: 4639 SE Glenridge Trail
City: Stuart, State: FL Zip: 34997
Phone: 772-283-3490 Email: dsaskowsky@bellsouth.net

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

4-8-2020
Date

MICHAEL A. DOOLEY
Printed Name

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA **COUNTY OF:** MARTIN

I hereby certify that the foregoing instrument was acknowledged before me this 8 **day of** APRIL, **20** 20, **by** MICHAEL A. DOOLEY.

He or She ✓ **is personally known to me or** ___ **has produced** _____ **as identification.**

Notary Public Signature

SUSAN M. HUTSKO
Printed name

STATE OF: FLORIDA **at-large**

SUSAN M. HUTSKO
Notary Public – State of Florida
Commission # GG 078015
My Comm. Expires Apr 18, 2021
Bonded through National Notary Assn.

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, Mike McCarty, attest that the electronic version included for the project Tradewinds of Hobe Sound 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

5-20-20
Date

NOTARY ACKNOWLEDGMENT

STATE OF: Florida **COUNTY OF:** MARTIN

I hereby certify that the foregoing instrument was acknowledged before me this 20th **day of** MAY, **20** 20, **by** Michael McCarty.

He or She ✓ **is personally known to me or** ___ **has produced** _____ **as identification.**

Grace A. Warner
Notary Public Signature

GRACE A. WARNER
Printed name

STATE OF: Florida **at-large**

GRACE A. WARNER
MY COMMISSION # GG 337659
EXPIRES: September 22, 2023
Bonded Thru Notary Public Underwriters

McCarty & Associates

Land Planning and Design
www.McCartyLandPlanning.com
309 SE Osceola St. Suite 104
Stuart Fl 34994
772-341-9322

Tradewinds of Hobe Sound

Development Narrative

The proposed **Tradewinds of Hobe Sound** is a multifamily rental project that will provide "Work Force Housing" to the citizens of Martin County and more specifically the Hobe Sound area. The project is comprised of +/- 13.71 acres and is identified by Parcel ID number 343842061000000310, 343842000103000209 and 343842061000000203. The project is located two miles north of bridge Rd. on the east side of US-1 in Hobe Sound FL.

The future land use designation was recently changed to high density with a zoning designation of RM-10. The maximum density permitted is 10 UPA as per the land use and zoning. As a "Work Force" housing project, Martin County affords a density bonus to incentivize work force housing. The proposed project as designed would achieve a density of 13.5 UPA. The project is also afforded an "Expedited Review" because of the affordable housing component.

A portion of the property was site plan approved for a townhouse development formerly known as Heron Cove which was approved for 44 units in 2007. The economic downturn from 2007 till now prompted the project to become dormant. The previously failed project now has a chance to become a vibrant and much needed lifestyle community in Hobe Sound. As a "Work force" community, the Tradewinds of Hobe Sound will provide diverse dwelling units and building types. The project proposes 177 units with a mixture of units including the traditional apartment complex, a three story walk up and townhouses.

The Tradewinds of Hobe Sound provides uniqueness in design with on-street parking, club house amenities with a recreational area which includes a dog park, pool, and gym. The site was designed to preserve the highest quality rare and unique habitat which will provide buffering and privacy from adjacent properties. The project provides benefit to the community not only through fulfilling a much needed housing type but also by providing improvements to the public roadway network by constructing new roads that will connect Dixie Hwy to Use Hwy 1. The project will be an improvement to Hobe Sound by enhancing the area and creating a since of community through TND design elements and attractive architecture.

POWER OF ATTORNEY

This Power of Attorney is made on the 10th day of **May, 2019**,

KNOW ALL PERSONS BY THESE PRESENTS: that Laurel Lane Holdings, LLC, a limited liability company of the State of Florida (the "Company" or "LLH"), and Robert M. Kaye, the Sole Member, President, and General Manager of the Company ("Kaye"), both having an address of 404 S. Beach Road, Hobe Sound, Florida 33455, pursuant to and by authority of the Company and Kaye herein set forth, do hereby **DESIGNATE, CONSTITUTE AND APPOINT**

MICHAEL DOOLEY,
having a mailing address of P.O. Box 1166, Hobe Sound, Florida 33475,

as the true and lawful **Attorney-in-Fact** of and for the Company and Kaye for the purpose of signing, filing, prosecuting, managing and conducting any and all local and/or Martin County applications for and relating to the rezoning of the hereinafter described Property, and/or any other applications pertaining to land use, variance, and other development approvals or entitlements associated with the Property. The Property covered and governed by this Power of Attorney encompasses **ANY** and **ALL** real property owned by the Company, including, but necessarily limited to, the real property described and identified on **Exhibit A** attached hereto and made a part hereof.

The **Attorney-in-Fact** named herein is fully empowered and authorized to act on the behalf of the Company and Kaye in connection with the foregoing and to take all actions and to do all things that may be necessary, desirable, and/or convenient in the name, place, and stead of the Company and/or Kaye and all such actions and/or undertakings shall be fully binding upon the Company and Kaye to the same extent as if taken and performed by Company and/or the Company's sole member, president, and general manager, Robert M. Kaye.

The Company and Kaye give to **Michael Dooley** all the power and authority that they may legally give to their **Attorney-in-Fact**. The Company and Kaye retain the right to revoke this Power of Attorney or to appoint a new Agent(s) in your place. You may, at any time, resign or rescind your designation and appointment as the Company's and Kaye's **Attorney-in-Fact**; thereby effectively revoking this Power of Attorney as same applies to You. You may also appoint a new Agent(s) to take your place. The Company hereby approves and confirms all actions that You, or your substitute, may lawfully do or cause to be done on behalf of the Company or Kaye.

IN WITNESS WHEREOF, this Power of Attorney has been executed on behalf of the Company by its sole member, its duly authorized president and its general manager, as well as having been signed by Robert M. Kaye, individually, as of the **10th** day of **May, 2016**.

LAUREL LANE HOLDINGS, LLC, Principal

_____
, Witness

_____
ROBERT M. KAYE, Sole Member, President And General Manager

_____
, Witness

_____
ROBERT M. KAYE, Individually

STATE OF FLORIDA, COUNTY OF **: SS.**

BE IT REMEMBERED that on this **10th** day of **MAY, 2019**, before me, the subscriber, a notary public of the State of New Jersey, personally appeared **ROBERT M. KAYE,** and he acknowledged, under oath, to my satisfaction, that: (a) he is the sole member, president, and general manager of **Laurel Lane Holdings, LLC**, the Company named in the foregoing Power of Attorney; and (b) he signed, sealed, and delivered this Power of Attorney on behalf of the Company, as well as on his own behalf, and as the Company's and his voluntary act and deed for the purposes therein expressed.

_____

BOBBY J PATTERSON
MY COMMISSION # FF921154
EXPIRES September 23, 2019
(407) 398-0153 FloridaNotaryService.com

[A Notary Public of the State of New Jersey]

ACCEPTANCE OF POWER OF ATTORNEY

The undersigned, **MICHAEL DOOLEY,** the person designated and appointed as Attorney-in-Fact in the foregoing Power of Attorney, hereby accepts the appointment and the powers granted as of the date and year first above written.

_____
MICHAEL DOOLEY

EXHIBIT A

Parcel 1:

Legal Description: The south ½ of Lot 103 (Less South 210' of WEast 420') Gomez Grant, West of the Indian River, According to the Plat thereof Filed September 3, 1892, Recorded in Plat Book A, Page 10, Dade County, Florida, Public Records, Also Filed March 25, 1910, Recorded in Plat Book 1, Page 62, Palm Beach (Now Martin) County, Florida, Public Records. PCN: 34-38-42-000-103-0002.0-9000

Parcel 2:

Legal Description: South 217.74' of Lot 3 According to the Plat o Suburban Homes and Groves duly Recorded in the office of the Clerk of Martin County, Florida in Plat Book 2, Page 58, of Martin County Public Records Filed May 7, 1947. PCN: 34-38-42-061-000-00031-0

Parcel 3:

Legal Description: Suburban Homes and Groves Lot 2 (Less s 600'). PCN: 34-38-42-061-000-00020-3

Recorded in Martin County, FL 1/30/2019 2:38 PM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: $27.00Deed Tax: $10,500.00
CFN#2736559 BK 3038 PG 2977 PAGE 1 of 3

Prepared by and return to:
Lorraine M. Johnson
Legal Assistant
Marc R. Gaylord, P.A.
12000 SE Old Dixie Hwy.
Hobe Sound, FL 33455
772-545-7740
File Number: **2018-340**

Copy Copy Copy

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **28th** day of **January, 2019** between **Raymond C. Green, Inc. a Massachusetts corporation, as Trustee of the Abaco Trust under agreement dated July 10, 2013 and Rodman Financial Corp, a Massachusetts corporation, as Trustee of the Abaco Trust under agreement dated July 10, 2013** whose post office address is **155 Federal Street, Ste 1300, Boston, MA 02110**, grantor, and **Laurel Lane Holdings LLC, a Florida Limited Liability Company as to a 50% interest and Hobe Sound Jupiter Island Properties LLC, a Florida Limited Liability Company as to a 50% interest** whose post office address is **404 S Beach Rd, Hobe Sound, FL 33455**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Martin County, Florida** to-wit:

PARCEL 1:

South 1/2 of Lot 103 (less South 210 feet of East 420 feet) Gomez Grant, West of Indian River, according to the plat filed September 13, 1892, recorded in Plat Book A, Page 10, Public Records of Dade County; Florida, also filed March 25, 1910, recorded in Plat Book 1, Page 62, Public Records of Palm Beach (now Martin) County, Florida.
Less and except the Easterly 50 feet thereof as described in Deed recorded in O. R. Book 2036, Page 789 and Corrective Deed recorded in O. R. Book 2111, Page 409, Public Records of Martin County, Florida.

Parcel Identification Number: 34-38-42-000-103-00020-90000

PARCEL 2:

The Southerly 217.74 feet of Lot 3, SUBURBAN HOMES AND GROVES SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 58, Public Records of Martin County, Florida.

Parcel Identification Number: 34-38-42-061-000-00031.00000

Subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and other matters of record

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2018**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTime®

Signed, sealed and delivered in our presence:

Raymond C. Green, Inc., as Trustee of the Abaco Trust u/a/d July 10, 2013

By: _____
Raymond C. Green, President

Witness Name: Mark S. Whelan

Witness Name: Jeffrey Munoz

State of Massachusetts
County of Suffolk

The foregoing instrument was sworn to and subscribed before me this 25th day of January, 2019 by Raymond C. Green, President of Raymond C. Green Inc, on behalf of the corporation, as trustee of the Abaco Trust u/a/d July 10, 2013. He [✓] is personally known or [ ] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name:

My Commission Expires:

SPIRO T. STYLIANOPOULOS
Notary Public
Commonwealth of Massachusetts
My Commission Expires March 30, 2023

Copy Copy Copy

DoubleTime®

Signed, sealed and delivered in our presence:

Witness Name: Kevin Wong

Witness Name: MARCOS PEREZRA

Rodman Financial Corp., as Trustee of the Abaco Trust u/a/d July 10, 2013

By: _____
Jeffrey S. Rodman, President

State of Massachusetts
County of Suffolk

The foregoing instrument was sworn to and subscribed before me this 16 day of January, 2019 by Jeffrey S. Rodman, President of Rodman Financial Corp, on behalf of the corporation, as trustee of the Abaco Trust u/a/d July 10, 2013. He [X] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

KRISTINE HOAG
Notary Public
Commonwealth of Massachusetts
My Commission Expires October 12, 2023

Notary Public

Printed Name: Kristine Hoag

My Commission Expires: October 12, 2023

Copy Copy Copy

DoubleTime®

Recorded in Martin County, FL 8/1/2019 2:38 PM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: $18.50Deed Tax: $4,791.50
CFN#2768194 BK 3074 PG 2308 PAGE 1 of 2

Prepared by and return to:
Lorraine M. Johnson
Legal Assistant
Marc R. Gaylord, P.A.
12000 SE Old Dixie Hwy.
Hobe Sound, FL 33455
772-545-7740
File Number: **2018-504**
Will Call No.:

Copy Copy Copy

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **31st** day of **July, 2019** between **Alan Kornbluh, Individually and as Trustee of the Declaration of Trust and Land Trust Agreement dated December 8, 1980** whose post office address is **610 Valencia Ave, Apt 503, Coral Gables, FL 33134**, grantor, and **Laurel Lane Holdings, LLC, a Florida Limited Liability Company as to a 50% interest and Hobe Sound Jupiter Island Properties LLC, a Florida Limited Liability Company as to a 50% interest** whose post office address is **404 S Beach Rd, Hobe Sound, FL 33455**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Martin County**, **Florida** to-wit:

All of Lot 2, SUBURBAN HOMES AND GROVES, according to the Plat thereof filed May 9, 1947 and recorded in Plat Book 2, Page 58, Martin County, Florida Public Records, LESS the South 600 feet thereof, said 600 feet being measured along a line perpendicular to the North line of said Lot 2.

Parcel Identification Number: 34-38-42-061-000-00020.30000

The subject property is vacant land and not the homestead property of the grantor.

SUBJECT TO restrictions, reservations, covenants and easements of record which are not reimposed by this deed; and taxes for the year 2019 and subsequent thereto; and all applicable zoning ordinances.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2018**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTime®

Signed, sealed and delivered in our presence:

Witness Name: HOWIE PATTON

Witness Name: Katie Gamble

Alan Kornbluh, Individually and as Trustee of the Declaration of Trust and Land Trust Agreement dated December 8, 1980

State of North Carolina
County of Buncombe

The foregoing instrument was acknowledged before me this 27th day of July, 2019 by Alan Kornbluh, as Trustee of the Declaration of Trust and Land Trust Agreement dated December 8, 1980, who [ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

Vicente Hernandez
Notary Public
Buncombe County, NC

Notary Public

Printed Name: Vicente Hernandez

My Commission Expires: 11-14-2023

Copy Copy Copy

DoubleTime®

McCarty & Associates
Land Planning and Design LLC
www.McCartyLandPlanning.com
309 SE Osceola Street, Suite 104
Stuart Fl 34994
772-341-9322

Property Transfer

To Whom It May Concern:

This letter is to confirm that the owner LAUREL LANE HOLDINGS LLC, HOBE SOUND JUPITER ISLAND PROPERTIES is in fact the current owner of the subject property as identified by the PCNs below as per the Martin County public records.

343842061000000310

343842061000000203
343842000103000209

McCarty & Associates Land Planning and Design LLC

By: _____

Its: Principal

Printed Name: Michael T. McCarty Date: 5-20-20

STATE OF: Florida
COUNTY OF: MARTIN

I HEREBY CERTIFY that for foregoing instrument was acknowledged before me this 20th day of MAY, 2019, by Michael McCarty, _____ of _____, a Florida _____ on behalf of the company who ( ) has produced _____ as identification or (X) is personally known to me.

{NOTARY SEAL}

GRACE A. WARNER
MY COMMISSION # GG 337659
EXPIRES: September 22, 2023
Bonded Thru Notary Public Underwriters

Notary Public
Grace A. Warner
Name Printed: GRACE A. WARNER
My commission expires: Sept 22, 2023

McCarty & Associates

Land Planning and Design LLC

www.McCartyLandPlanning.com

309 SE Osceola Street, Suite 104

Stuart Fl 34994

772-341-9322

Legal Description

PCN: 343842061000000310

SOUTH 217.74' OF LOT 3 ACCORDING TO THE PLAT OF SUBURBAN HOMES AND GROVES DULY RECORDED IN THE OFFICE OF THE CLERK OF MARTIN COUNTY, FLORIDA IN PLAT BOOK 2 PAGE 58 OF MARTIN COUNTY PUBLIC RECORDS FILED MAY 7, 1947
SAID PARCEL CONTAINING 1.96 ACRES MORE OR LESS.

AND TOGETHER WITH

PCN: 343842000103000209

SOUTH 1/2 OF LOT 103 (LESS SOUTH 210' OF EAST 485') GOMEZ GRANT, WEST OF INDIAN RIVER, ACCORDING TO PLAT THEREOF FILED SEPTEMBER 13, 1892, RECORDED IN PLAT BOOK A, PAGE 10, DADE COUNTY, FLORIDA, PUBLIC RECORDS; ALSO FILED MARCH 25, 1910, RECORDED IN PLAT BOOK 1, PAGE 62, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS AND PLAT BOOK 1, PAGE 80, MARTIN COUNTY, FLORID A, PUBLIC RECORDS.
LESS AND EXCEPT THE EASTER LY 50 FEET THEREOF AS DESCRIBED IN DEED RECORDED IN O.R. BOOK 2036, PAGE 789 AND CORRECTIVE DEED RECORDED IN O.R. BOOK 2111, PAGE 409, PUBLIC RECORDS OF MART IN COUNTY, FLORIDA.
SAID PARCEL CONTAINING 7.34 ACRES MORE OR LESS.

AND TOGETHER WITH

PCN: 343842061000000203

ALL OF LOT 2, SUBURBAN HOMES AND GROVES, ACCORDING TO THE PLAT THEREOF FILED MAY 9, 1947 AND RECORDED IN PLAT BOOK 2, PAGE 58, MARTIN COUNTY, FLORIDA PUBLIC RECORDS, LESS THE SOUTH 600 FEET THEREOF , SAID 600 FEET BEING MEASURED ALONG A LINE PERPENDICULAR TO THE NORTH LINE OF SAID LOT 2.
SAID PARCEL CONTAINING 3.87 ACRES MORE OR LESS.

Martin County Growth Management Department
2401 S. E. Monterey Road, Stuart, FL 34996
772-288-5501 www.martin.fl.us

Return to:
Martin County Growth Management Department

UNITY OF TITLE

In consideration of the issuance of a permit to LAUREL LANE HOLDINGS LLC HOBE SOUND JUPITER ISLAND PROPERTIES, as Owner(s) for the construction of Tradewinds of Hobe Sound in Martin County, Florida, and for other good and valuable considerations, the undersigned hereby agree to restrict use of lands described in **Exhibit A** attached hereto in the following manner:

Read carefully.
- ✓ **Check Box 1. - if property is non-platted/non-condominium or**
- ✓ **Check Box 2. - if property is a platted subdivision or**
- ✓ **Check Box 3. - if property is a condominium, as applicable.**

☒ 1. Non-Platted/Non-Condominium. That said property shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised, or assigned separately except in its entirety as one plot and parcel of land; with the sole exception being that a portion of said property may be sold, transferred, devised or assigned to any governmental entity.

OR

☐ 2. Platted Subdivision (Non-Condominium). That said property shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised, or assigned separately except in its entirety as one plot and parcel of land; however that (a) individual subdivision lots may be conveyed upon approval and recordation of the plat of_____, (b) phases or portions of phases that comply with the requirements contained within the development orders may be conveyed separately upon final site plan approval of that phase or portion of a phase, (c) common elements, common open areas and developed recreation areas may be conveyed to a property owners' association or other similar entity as deemed appropriate by the Board of County Commissioners, so long as such conveyance shall be subject to the express restriction that use of the subject property shall only be for the use described on the final site plan and plat, and (d) other portions of the subject property may be conveyed and used or maintained by governmental, environmental, charitable or other organizations or agencies for such purposes as the Board of County Commissioners may deem appropriate, with the sole exception being that a portion of said property may be sold, transferred, devised, or assigned to any governmental entity.

OR

☐ 3. Condominium. That said property shall be developed as a condominium in which the underlying common elements shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised or assigned separately, except in its entirety as one plot or parcel of land, with the sole exception being that if any of the condominium units are developed as "land units" those parcels may be sold, transferred,

devised or assigned subject to being part of the condominium and subject to the declaration of condominium pursuant to which they were established, or a portion of said property sold, transferred, devised, or assigned to any governmental entity.

4. The undersigned further agrees that this condition, restriction and limitation shall be deemed a covenant running with the land, and shall remain in full force and effect, and be binding upon the undersigned, their/its successors, heirs and assigns until such time as the same may be released in writing by the Martin County Board of County Commissioners.

5. The undersigned further agrees that this instrument shall be recorded in the Public Records of Martin County.

6. Nothing herein contained shall limit, in any manner, the Owner, or their successors or assigns, to mortgage or encumber the property or any part thereof.

INDIVIDUAL(S)

Signed, acknowledged and notarized on this _____ day of _____, 20____.

WITNESSES:

Sign:_____
Print:
Sign:_____
Print:
Sign:_____
Print:
Sign:_____
Print:

OWNER(S):

Sign:_____
Print:

Sign: _____
Print:
Owner(s) Address:

Note: If two owners are involved, two witnesses are required for each signature; the same 2 witnesses can be used for both signature and both signatures need to be notarized.

STATE OF_____
COUNTY OF _____

I HEREBY CERTIFY that the foregoing Unity of Title was acknowledged before me this _____ day of _____, _____, by _____. He or she ( ) is personally known to me or
( ) has produced _____ as identification.

NOTARY PUBLIC
_____
Name:
State of _____ at large
My commission expires:

STATE OF_____
COUNTY OF _____

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____. He or she ( ) is personally known to me or ( ) has produced _____ as identification.

NOTARY PUBLIC
_____
Name:
State of _____ at large
My commission expires:

[STAMP]

CORPORATE

Signed, acknowledged and notarized on this _____ day of _____, 20____.

WITNESSES:

Sign:_____
Print:

Sign:_____
Print:

OWNER:

_____
Name of Corporation

By: _____
Name:
Title:
Address:

Note: Florida Statutes requires one of the following: corporate officer's signature attested by the corporate secretary and corporate seal applied; or, corporate seal applied and one witness; or corporate officer's signature and two witnesses.

STATE OF_____
COUNTY OF _____

I HEREBY CERTIFY that the foregoing Unity of Title was acknowledged before me this _____ day of _____, _____, by _____(name of officer/agent and title) of _____(name of corporation) He or she ( ) is personally known to me or ( ) has produced _____ as identification.

NOTARY PUBLIC

_____
Name:
State of _____ at large
My commission expires:

[STAMP]

EXHIBIT A
(Legal Description)

PCN: 343842061000000310

SOUTH 217.74' OF LOT 3 ACCORDING TO THE PLAT OF SUBURBAN HOMES AND GROVES DULY RECORDED IN THE OFFICE OF THE CLERK OF MARTIN COUNTY, FLORIDA IN PLAT BOOK 2 PAGE 58 OF MARTIN COUNTY PUBLIC RECORDS FILED MAY 7, 1947
SAID PARCEL CONTAINING 1.96 ACRES MORE OR LESS.

AND TOGETHER WITH

PCN: 343842000103000209

SOUTH 1/2 OF LOT 103 (LESS SOUTH 210' OF EAST 485') GOMEZ GRANT, WEST OF INDIAN RIVER, ACCORDING TO PLAT THEREOF FILED SEPTEMBER 13, 1892, RECORDED IN PLAT BOOK A, PAGE 10, DADE COUNTY, FLORIDA, PUBLIC RECORDS; ALSO FILED MARCH 25, 1910, RECORDED IN PLAT BOOK 1, PAGE 62, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS AND PLAT BOOK 1, PAGE 80, MARTIN COUNTY, FLORID A, PUBLIC RECORDS.
LESS AND EXCEPT THE EASTER LY 50 FEET THEREOF AS DESCRIBED IN DEED RECORDED IN O.R. BOOK 2036, PAGE 789 AND CORRECTIVE DEED RECORDED IN O.R. BOOK 2111, PAGE 409, PUBLIC RECORDS OF MART IN COUNTY, FLORIDA.
SAID PARCEL CONTAINING 7.34 ACRES MORE OR LESS.

AND TOGETHER WITH

PCN: 343842061000000203

ALL OF LOT 2, SUBURBAN HOMES AND GROVES, ACCORDING TO THE PLAT THEREOF FILED MAY 9, 1947 AND RECORDED IN PLAT BOOK 2, PAGE 58, MARTIN COUNTY, FLORIDA PUBLIC RECORDS, LESS THE SOUTH 600 FEET THEREOF , SAID 600 FEET BEING MEASURED ALONG A LINE PERPENDICULAR
TO THE NORTH LINE OF SAID LOT 2.
SAID PARCEL CONTAINING 3.87 ACRES MORE OR LESS.

Tradewinds

34-38-42-000-103-00020-9
34-38-42-061-000-00020-3
34-38-42-061-000-00031-0
9755 SE Federal Highway
Hobe Sound, Florida

McCarty & Associates
LAND PLANNING
AND DESIGN
STUART • FT. PIERCE
772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

Location Map



McCarty & Associates

Land Planning and Design LLC

www.McCartyLandPlanning.com

309 SE Osceola Street, Suite 104

Stuart Fl 34994

772-341-9322

Adequate Public Facilities Statement

On behalf of the owner of the subject property, LAUREL LANE HOLDINGS LLC, HOBE SOUND JUPITER ISLAND PROPERTIES, the applicant request a reservation of public facilities capacity for the project known as the Tradewinds of Hobe Sound.

McCarty & Associates

Land Planning and Design LLC

www.McCartyLandPlanning.com

309 SE Osceola Street, Suite 104

Stuart Fl 34994

772-341-9322

Land Dedication Documents

To Whom It May Concern:

The applicant is aware land dedications will be required for certain ROWs and corner clips. The applicant will provide these documents at a later dated once the portion of property to be dedicated has been definitively determined by staff during the review of the major master final site plan approval. To provide those documents at this point in time is premature.

Sincerely,

Michael T. McCarty, Principal
McCarty & Associates
Land Planning & Design, LLC
309 SE Osceola Street, Suite 104
Stuart, FL 34994
http://www.mccartylandplanning.com
(772) 341-9322

MARTIN COUNTY ENGINEERING DEPARTMENT
ENGINEER'S OPINION OF PROBABLE EXCAVATION, FILL, AND HAULING

(To be submitted with applications for Master Site Plan or Final Site Plan approval or Excavation and Fill Permits)

NAME OF FINAL SITE PLAN: Tradewinds

TYPE OF APPLICATION

*If more than 10,000 cubic yards are hauled **to or from** the site, the application must be filed as a Major Development*

1) Net cubic yards to be excavated:	5,920	
2) Net cubic yards to be filled:	2,580	
3) Cubic yards to be hauled ***from*** site:	3,340	(subtract line 2 from line 1)

TYPE OF APPLICATION: **MINOR**

HAULING FEE CALCULATION

The hauling fee for fill hauled ***from*** the site is calculated at $0.21 per cubic yard and is due upon approval of the Final Site Plan application or issuance of the Excavation and Fill Permit

HAULING FEE: **$701.40**

Prepared by: Ryan Huff, P.E.
Professional Engineer's Name

RYAN M. HUFF LICENSE No. 87482 * 87482 STATE OF FLORIDA PROFESSIONAL ENGINEER

Professional Engineer's Signature / Seal

P.E. No.

Date

The MilCor Group, Inc. CA28246
Firm's Name and Certificate of Authorization No. (if applicable)

10975 SE Federal Highway, Hobe Sound, FL 33455
Address

772-223-8850
Phone No.

County Engineer's (or designee) Acceptance



ELEV. (TYPE 5) ELEV. (TYPE 3) ELEV. (TYPE 2) ELEV. (TYPE 4) ELEV. (TYPE 3) ELEV. (TYPE 2) ELEV. (TYPE 1)

REAR ELEVATION

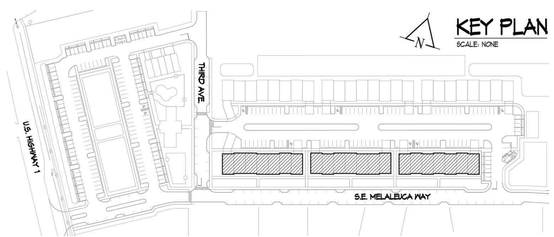
SCALE: 1/8"= 1'-Ø" (PARKING LOT)



ELEV. (TYPE 1) ELEV. (TYPE 2) ELEV. (TYPE 3) ELEV. (TYPE 4) ELEV. (TYPE 2) ELEV. (TYPE 3) ELEV. (TYPE 5)

FRONT ELEVATION

SCALE: 1/8"= 1'-Ø" (S.E. MELALEUCA WAY)



TRI-PLEX ELEVATIONS
(21 UNIT BUILDING)
◇ TRADEWINDS APARTMENTS ◇

HOBE SOUND, FLORIDA

STATE OF FLORIDA
WILLIAM FEINBERG
AR0017809
REGISTERED ARCHITECT

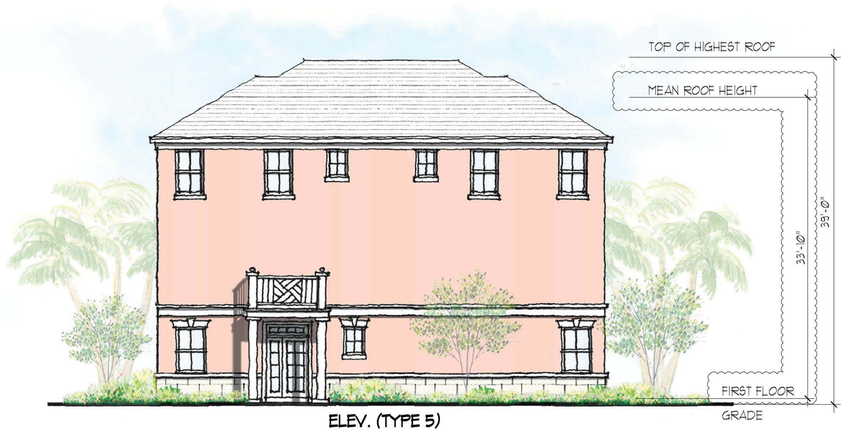
AR0017809

SCALE: 1/8"= 1'-Ø"
#1803J

JANUARY 16, 2019
MARCH 4, 2019
SEPTEMBER 27, 2019
OCTOBER 17, 2019
FEBRUARY 17, 2020
AUGUST 17, 2020

A-1

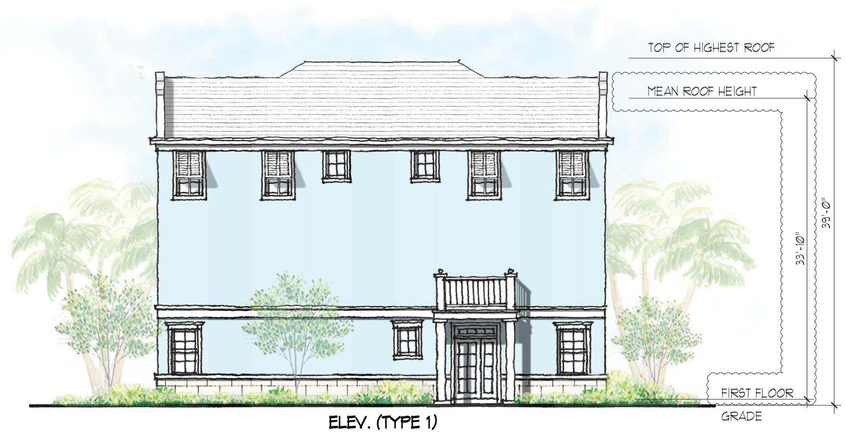
FEINBERG & ASSOCIATES P.C.
ARCHITECTURE/SITE DESIGN/INTERIOR DESIGN
One Echelon Plaza • 227 Laurel Road • Suite 201 • Voorhees, NJ 08043
Tel: 856.782.0100 • Fax: 856.782.8656
www.feinbergdesign.com



ELEV. (TYPE 5)

RIGHT SIDE ELEVATION

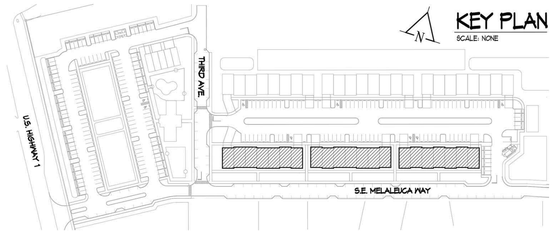
SCALE: 1/8"= 1'-0"



ELEV. (TYPE 1)

LEFT SIDE ELEVATION

SCALE: 1/8"= 1'-0"



TRI-PLEX ELEVATIONS
(21 UNIT BUILDING)
TRADEWINDS APARTMENTS

HOBE SOUND, FLORIDA

STATE OF FLORIDA
WILLIAM FEINBERG
AR0017809
REGISTERED ARCHITECT

AR0017809

SCALE: 1/8"= 1'-0"
#1803J

JANUARY 16, 2019
MARCH 4, 2019
SEPTEMBER 27, 2019
OCTOBER 17, 2019
FEBRUARY 17, 2020
AUGUST 17, 2020

A-2

FEINBERG & ASSOCIATES P.C.
ARCHITECTURE/SITE DESIGN/INTERIOR DESIGN
One Echelon Plaza • 227 Laurel Road • Suite 201 • Voorhees, NJ 08043
Tel: 856.782.0100 • Fax: 856.782.8656
www.feinbergdesign.com



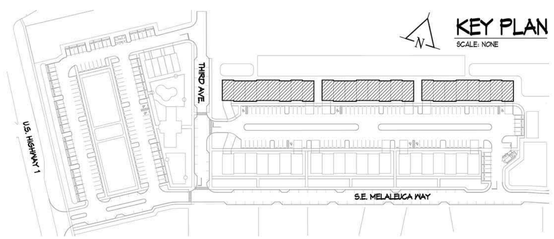
REAR ELEVATION

SCALE: 1/8"= 1'-0" (PRESERVE)



FRONT ELEVATION

SCALE: 1/8"= 1'-0" (PARKING LOT)



TRI-PLEX ELEVATIONS
(24 UNIT BUILDING)
◇ TRADEWINDS APARTMENTS ◇

HOBE SOUND, FLORIDA

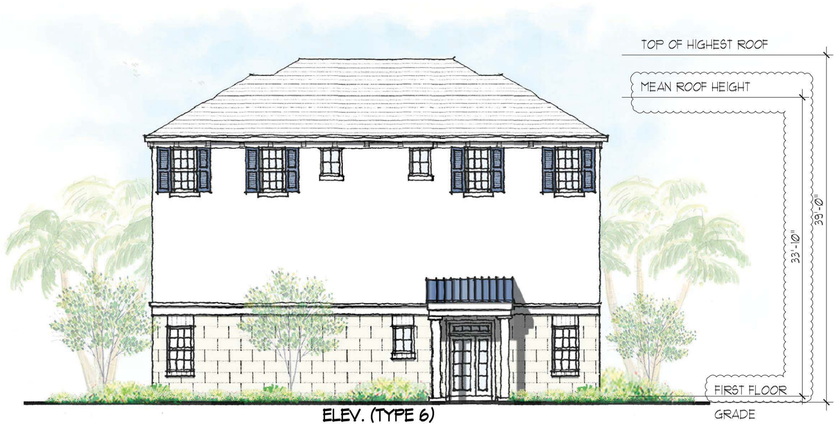
STATE OF FLORIDA
WILLIAM FEINBERG
AR0017809
REGISTERED ARCHITECT

AR0017809

SCALE: 1/8"= 1'-0"
"1803"
JANUARY 16, 2019
MARCH 4, 2019
SEPTEMBER 27, 2019
OCTOBER 17, 2019
FEBRUARY 17, 2020
AUGUST 17, 2020

A-5

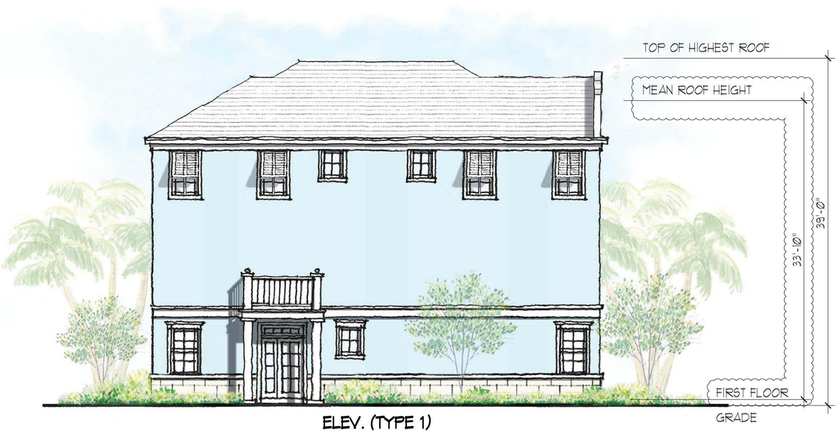
FEINBERG & ASSOCIATES P.C.
ARCHITECTURE/SITE DESIGN/INTERIOR DESIGN
One Echelon Plaza • 227 Laurel Road • Suite 201 • Voorhees, NJ 08043
Tel: 856.782.0100 • Fax: 856.782.8656
www.feinbergdesign.com



ELEV. (TYPE 6)

RIGHT SIDE ELEVATION

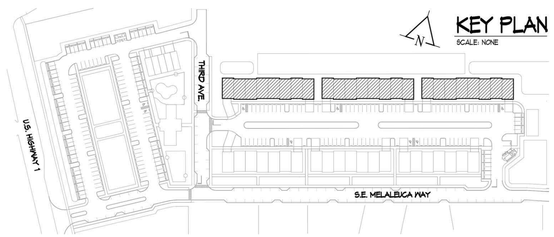
SCALE: 1/8"= 1'-0"



ELEV. (TYPE 1)

LEFT SIDE ELEVATION

SCALE: 1/8"= 1'-0"



TRI-PLEX ELEVATIONS
(24 UNIT BUILDING)
◇ TRADEWINDS APARTMENTS ◇

HOBE SOUND, FLORIDA

STATE OF FLORIDA
WILLIAM FEINBERG
AR0017809
REGISTERED ARCHITECT

AR0017809

SCALE: 1/8"= 1'-0"
#1803T

JANUARY 16, 2019
MARCH 4, 2019
SEPTEMBER 27, 2019
OCTOBER 17, 2019
FEBRUARY 17, 2020
AUGUST 17, 2020

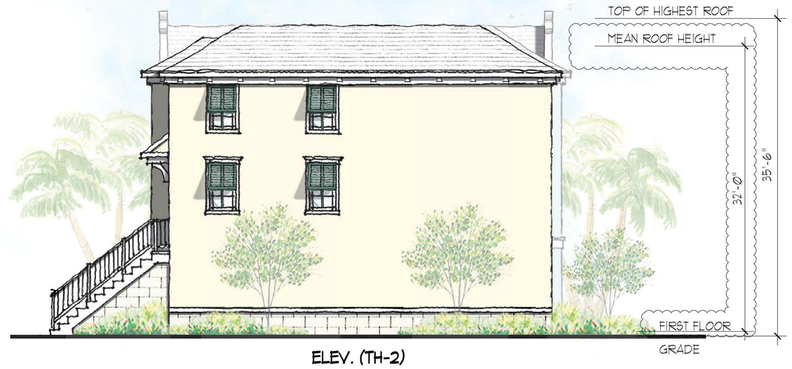
A-6

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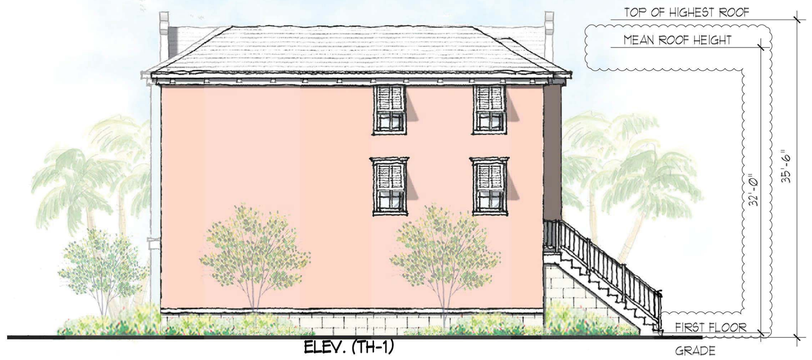
REAR ELEVATION

SCALE: 1/8"= 1'-Ø"



RIGHT SIDE ELEVATION

SCALE: 1/8"= 1'-Ø"



LEFT SIDE ELEVATION

SCALE: 1/8"= 1'-Ø"

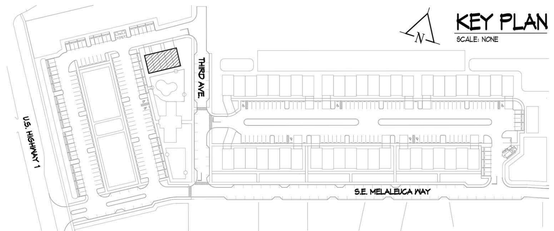


FRONT ELEVATION

SCALE: 1/8"= 1'-Ø"

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REGISTERED ARCHITECT

AR0017809



16'-0" TOWNHOUSE W/ 1 CAR GARAGE

◇ TRADEWINDS APARTMENTS ◇

HOBE SOUND, FLORIDA

SCALE: 1/4"= 1'-Ø"
#18Ø37

APRIL 16, 2019
SEPTEMBER 27, 2019
FEBRUARY 17, 2020
AUGUST 17, 2020

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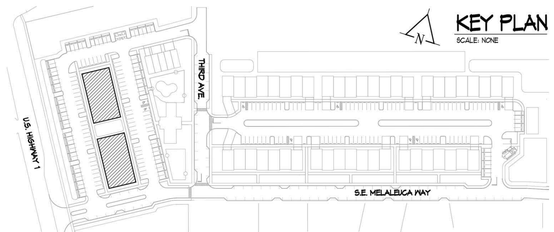
REAR ELEVATION (EAST)

SCALE: 1/8"= 1'-0"



FRONT ELEVATION (WEST)

SCALE: 1/8"= 1'-0"



18-PLEX ELEVATIONS
123'-0" x 68'-0" FOOTPRINT
◇ TRADEWINDS APARTMENTS ◇

HOBE SOUND, FLORIDA

STATE OF FLORIDA
WILLIAM FEINBERG
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AR0017809

SCALE: 1/8"= 1'-0"
#18037
OCTOBER 14, 2019
FEBRUARY 17, 2020
AUGUST 17, 2020

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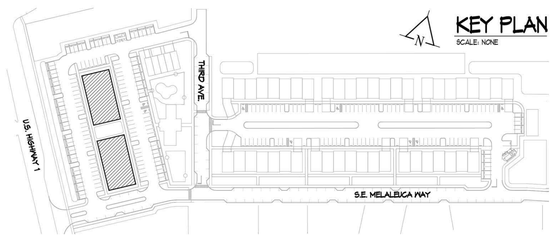
RIGHT SIDE ELEVATION (NORTH)

SCALE: 1/8"= 1'-0"



LEFT SIDE ELEVATION (SOUTH)

SCALE: 1/8"= 1'-0"



18-PLEX ELEVATIONS

123'-0" x 68'-0" FOOTPRINT

TRADEWINDS APARTMENTS

HOBE SOUND, FLORIDA

STATE OF FLORIDA
WILLIAM FEINBERG
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REGISTERED ARCHITECT

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SCALE: 1/8"= 1'-0"
#1803J
FEBRUARY 17, 2020
AUGUST 17, 2020

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REAR ELEVATION (EAST)

SCALE: 1/8"= 1'-0"



LEFT SIDE ELEVATION (NORTH)

SCALE: 1/8"= 1'-0"



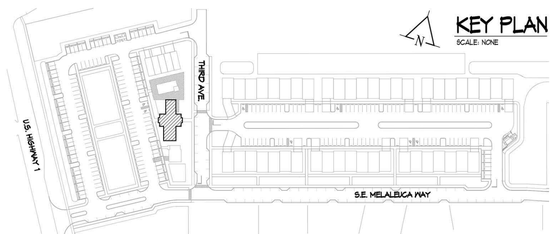
RIGHT SIDE ELEVATION (SOUTH)

SCALE: 1/8"= 1'-0"



FRONT ELEVATION (WEST)

SCALE: 1/8"= 1'-0"



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AR0017809
REGISTERED ARCHITECT

AR0017809

CLUBHOUSE
TRADEWINDS APARTMENTS

HOBE SOUND, FLORIDA

SCALE: 1/8"= 1'-0"
#18037
FEBRUARY 17, 2020
AUGUST 17, 2020

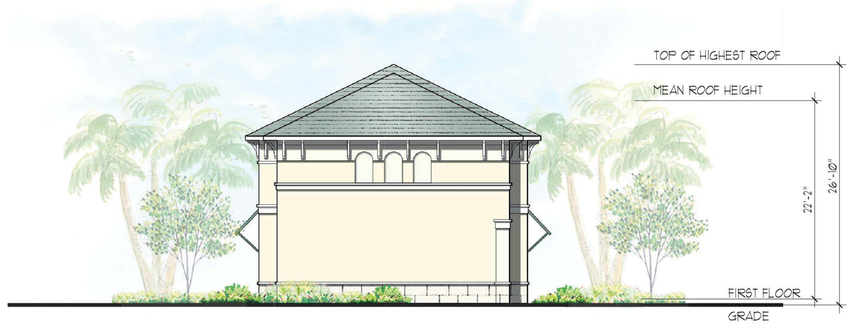
A-16

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REAR ELEVATION (EAST)

SCALE: 1/8"= 1'-Ø"



LEFT SIDE ELEVATION (NORTH)

SCALE: 1/8"= 1'-Ø"



RIGHT SIDE ELEVATION (SOUTH)

SCALE: 1/8"= 1'-Ø"

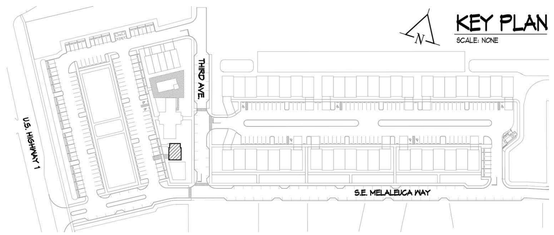


FRONT ELEVATION (WEST)

SCALE: 1/8"= 1'-Ø"

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AR0017809



PROPERTY MANAGER'S APARTMENT / MAINTENANCE GARAGE

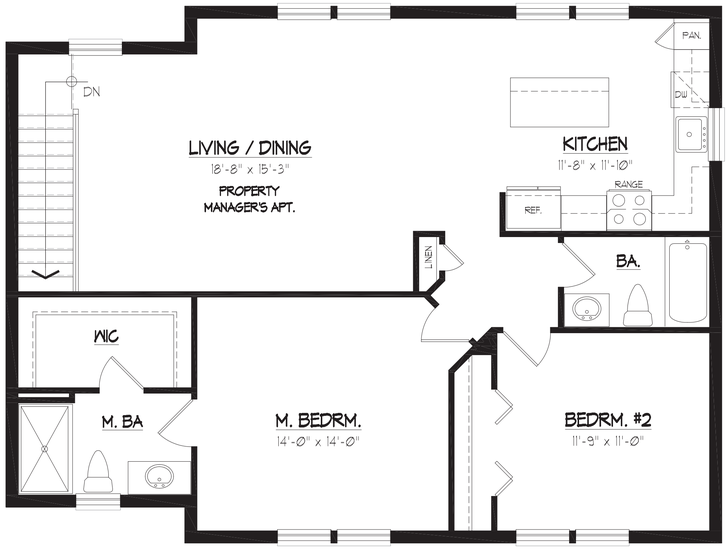
TRADEWINDS APARTMENTS

HOBE SOUND, FLORIDA

SCALE: 1/8"= 1'-Ø"
#18037
FEBRUARY 17, 2020
AUGUST 28, 2020

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SECOND FLOOR PLAN

SCALE: 1/4"= 1'-0"



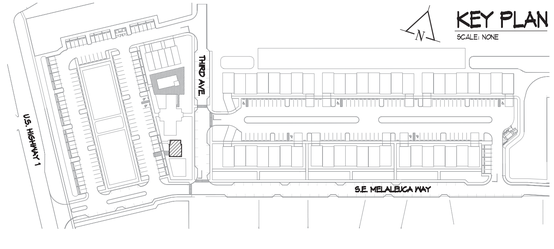
FIRST FLOOR PLAN

SCALE: 1/4"= 1'-0"

PROPERTY MANAGER'S APT.:	1,362 SF.
MAINTENANCE GARAGE / OFFICE:	866 SF.
TOTAL:	2,228 SF.

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AR0017809
REGISTERED ARCHITECT

AR0017809



PROPERTY MANAGER'S APARTMENT / MAINTENANCE GARAGE

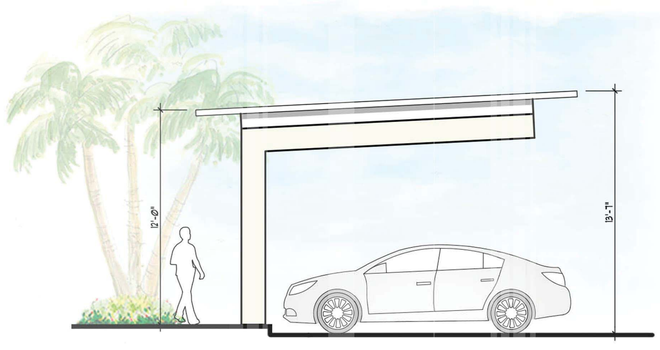
TRADEWINDS APARTMENTS

HOBE SOUND, FLORIDA

SCALE: 1/4"= 1'-0"
#1803T
FEBRUARY 17, 2020
AUGUST 28, 2020

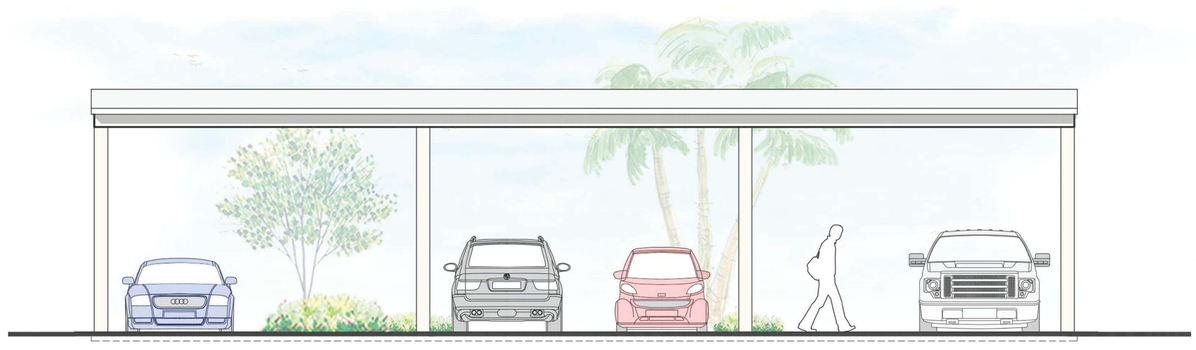
A-19

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TYPICAL LEFT SIDE ELEVATION (CAR CANOPY)

SCALE: 1/4"= 1'-Ø"



TYPICAL REAR ELEVATION (CAR CANOPY)

SCALE: 1/4"= 1'-Ø"



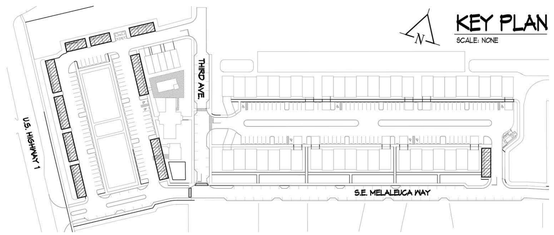
TYPICAL RIGHT SIDE ELEVATION (CAR CANOPY)

SCALE: 1/4"= 1'-Ø"



TYPICAL FRONT ELEVATION (CAR CANOPY)

SCALE: 1/4"= 1'-Ø"



CAR CANOPY
TRADEWINDS APARTMENTS

HOBE SOUND, FLORIDA

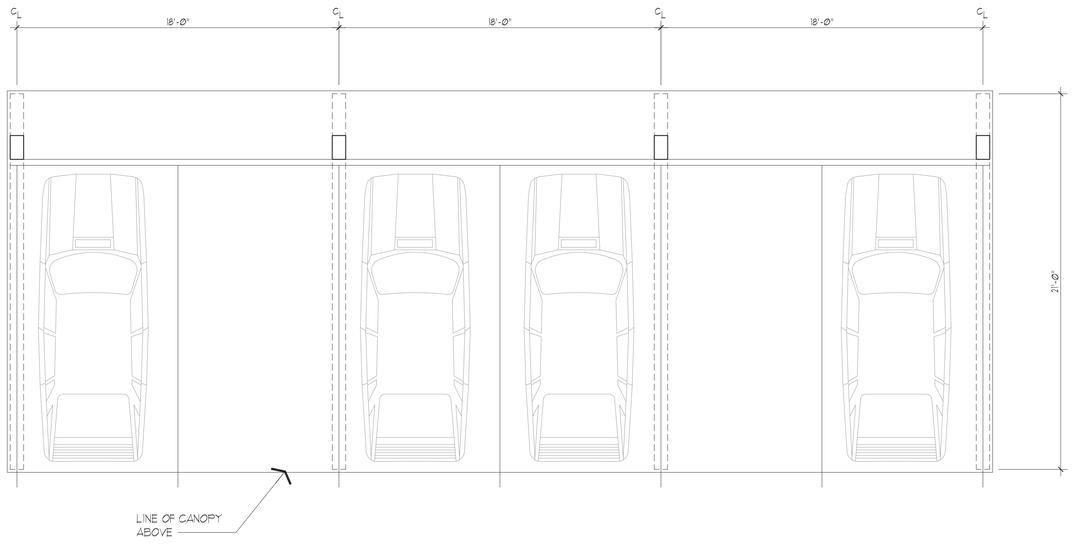
STATE OF FLORIDA
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AR0017809

SCALE: 1/4"= 1'-Ø"
#18037
AUGUST 17, 2020

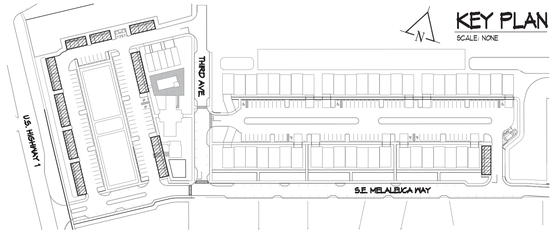
A-20

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TYPICAL CAR CANOPY PLAN (219 S.F / SPACE)

SCALE: 1/4" = 1'-0"



CAR CANOPY

TRADEWINDS APARTMENTS

HOBE SOUND, FLORIDA

STATE OF FLORIDA
WILLIAM FEINBERG
AR0017809
REGISTERED ARCHITECT

AR0017809

SCALE: 1/4" = 1'-0"
#18037
AUGUST 17, 2020

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Location Map



Legal Description

SOUTHERLY 217.74 FEET OF LOT 3 SUBURBAN HOMES AND GROVES ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 PAGE 58 PUBLIC RECORDS MARTIN COUNTY FLORIDA

SUBURBAN HOMES & GROVES LOT 2 (LESS S 600')

SOUTH ONE-HALF OF LOT 103 LESS THE SOUTH 210 FEET OF THE EAST 420 FEET GOMEZ GRANT WEST OF THE INDIAN RIVER ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1 PAGE 62 PUBLIC RECORDS PALM BEACH NOW MARTIN COUNTY BEING MORE PARTICULARLY DESCRIBED IN OR 3038/2977

Site Data

PCN	34-38-42-061-000-00031-0 34-38-42-061-000-00020-3 34-38-42-000-103-00020-9		
ZONING	RM-10		
FUTURE LAND USE	HIGH DENSITY		
EXISTING LAND USE	VACANT		
	SF	**AC**	**%**
TOTAL SITE AREA	557,971	12.81	**100.0%**
IMPERVIOUS AREA	**263,127**	**8.048**	**47.16%**
PROPOSED BUILDING	87,434	2.01	15.7%
RESIDENTIAL BUILDINGS	82,643	1.90	14.8%
MANAGERS RESIDENCE	1,200	0.03	0.2%
CLUBHOUSE	3,591	0.08	0.6%
PARKING / VUA	128,610	2.95	23.0%
CONCRETE WALKS, RAMPS, ETC...	47,083	1.08	8.4%
CAR CANOPY AREA	**16,118**	**0.370**	**6.13%**
OPEN SPACE	**294,844**	**6.769**	**52.84%**
PERVIOUS AREA	**294,844**	**6.769**	**52.84%**
LANDSCAPE BUFFERS / LANDSCAPE AREAS	111,021	2.549	19.9%
PROPOSED RETENTION (BANK & BOTTOM)	40,135	0.921	7.2%
UPLAND PRESERVE	143,688	3.299	25.8%

PARKING	**REQ.**	**PROVIDED**
2 SPACES PER UNIT (177 UNITS)	354	365
GARAGE PARKING SPACES		29
DRIVEWAY PARKING SPACES		29
GENERAL PARKING SPACES		307
ADA ACCESSIBLE SPACES	8	10

Xeriscape Table

(A total of 50 pts. are required)

d. 51% OR MORE OF THE GRASS AREAS ARE MADE UP OF A DROUGHT TOLERANT SPECIES FROM THE LIST.	10 pts.
f. 51% OR MORE OF THE REQUIRED SHRUBS ARE MADE UP OF DROUGHT TOLERANT SPECIES FROM THE LIST.	10 pts.
j. 51% OR MORE OF THE REQUIRED TREES ARE MADE UP OF DROUGHT TOLERANT SPECIES FROM THE LIST.	10 pts.
k. SOD AREA LESS THAN 50% OF LANDSCAPE AREA	10 pts.
l. UTILIZATION OF COMPACTED MULCH BEDS AT LEAST THREE INCHES DEEP IN ALL PLANTED AREAS EXCEPT GROUND COVER.	10 pts.
TOTAL PROVIDED POINTS	50 pts.

Preserve Legend

PROPOSED PRESERVE LIMITS

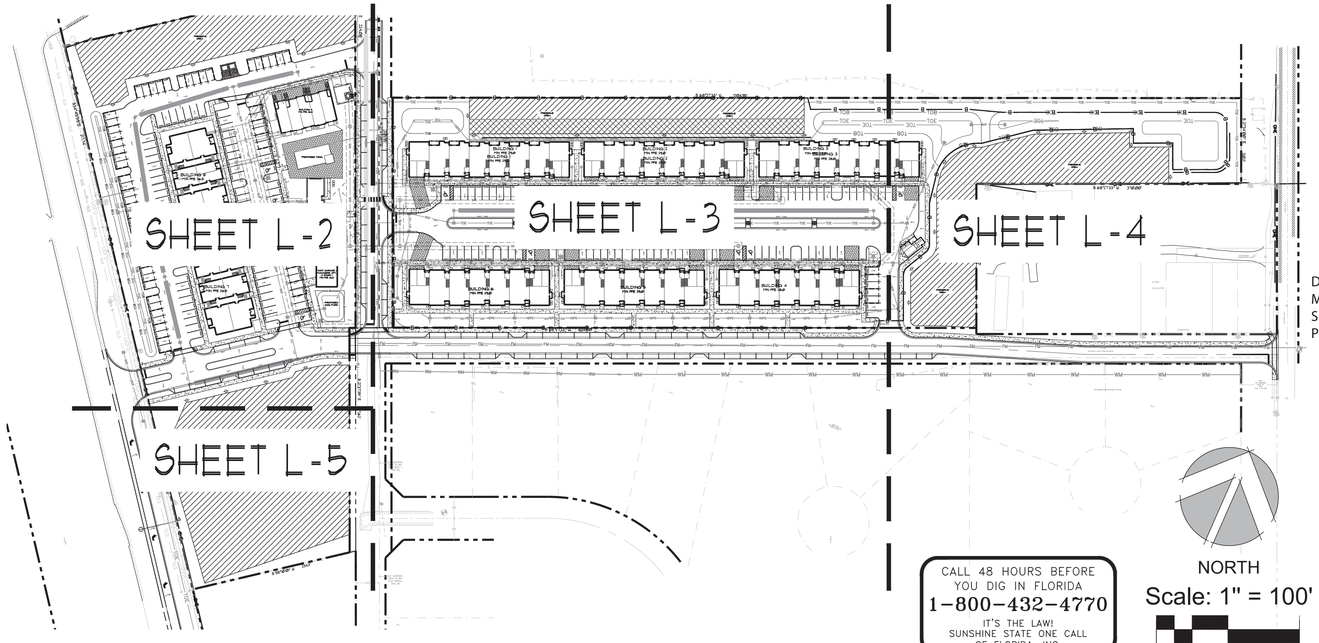
Preserve Data

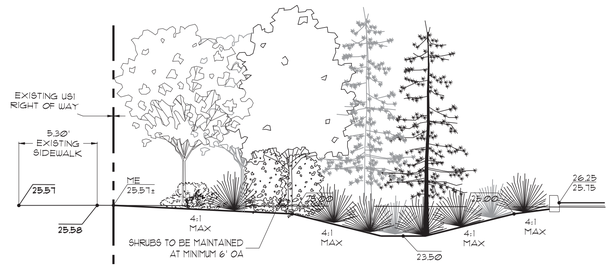
	SF	**AC**	**%**
TOTAL SITE AREA	557,971	12.81	100.0%
PRESERVE AREA - RARE & UNIQUE NATIVE UPLAND HABITAT			
REQUIRED PRESERVED NATIVE UPLAND HABITAT (TOTAL SITE AREA (557,971)* .25)	139,492	3.202	25.0%
PROVIDED PRESERVED NATIVE UPLAND HABITAT	143,688	3.299	25.8%

Landscape Data

	REQ.	PROV.
NORTH PROPERTY LINE		13,140 SF
1 TREE / 300 SF	44	44 PLANTED TREES (20 GUMBO LIMBO, 24 DAHOON HOLLY)
10 SHRUBS /300 SF & BERM, DOUBLE ROW HEDGE MAINTAINED AT 6' OA HEIGHT MINIMUM	438	816 PLANTED SHRUBS (FAKAHATCHEE GRASS, MUHLY GRASS, SAND CORDGRASS, SAW PALMETTO, GREEN BUTTONWOOD, SIMPSON'S STOPPER)
EAST PROPERTY LINE		2,395 SF
	REQ.	PROV.
1 TREE / 300 SF	8	9 PLANTED TREES (3 GUMBO LIMBO, 6 DAHOON HOLLY)
10 SHRUBS /300 SF & BERM, DOUBLE ROW HEDGE MAINTAINED AT 6' OA HEIGHT MINIMUM	80	162 PLANTED SHRUBS (FAKAHATCHEE GRASS, MUHLY GRASS, SAW PALMETTO, GREEN BUTTONWOOD, SIMPSON'S STOPPER)
EAST PROPERTY LINE (EAGLE AVE)		6,246 SF
	REQ.	PROV.
1 TREE / 300 SF	21	21 PLANTED TREES (5 GUMBO LIMBO, 6 DAHOON HOLLY, 3 SILVER BUTTONWOOD STANDARDS, 2 ORANGE GEIGER, & 15 SABAL PALMS CREDITED 3:1)
28 SHRUBS /250 SF	700	706 PLANTED SHRUBS (GREEN & SILVER BUTTONWOOD, DWARF FAKAHATCHEE GRASS, MUHLY GRASS, DWARF COCOPLUM)
SOUTH PROPERTY LINE (KIMBERLY WAY)		13,113 SF
	REQ.	PROV.
1 TREE / 300 SF	44	44 PLANTED TREES (7 PIGEON PLUM, 6 ORANGE GEIGER, 10 GUMBO LIMBO, 13 DAHOON HOLLY, 8 LIVE OAK)
28 SHRUBS /250 SF	1469	1,491 PLANTED SHRUBS (GREEN & SILVER BUTTONWOOD, DWARF FAKAHATCHEE GRASS, SAND CORDGRASS, DWARF COCOPLUM, DUNE SUNFLOWER)
SOUTH PROPERTY LINE		1,512 SF
	REQ.	PROV.
1 TREE / 300 SF	5	6 PLANTED TREES (3 ORANGE GEIGER, 3 DAHOON HOLLY)
10 SHRUBS /300 SF & BERM, DOUBLE ROW HEDGE MAINTAINED AT 6' OA HEIGHT MINIMUM	50	126 PLANTED SHRUBS (FAKAHATCHEE GRASS, MUHLY GRASS, SAW PALMETTO, GREEN BUTTONWOOD, SIMPSON'S STOPPER)
WEST PROPERTY LINE (EAGLE AVE)		5,271 SF
	REQ.	PROV.
1 TREE / 300 SF	18	18 PLANTED TREES (4 PIGEON PLUM, 7 GUMBO LIMBO, 4 DAHOON HOLLY, & 9 SABAL PALMS CREDITED 3:1)
28 SHRUBS /250 SF	590	603 PLANTED SHRUBS (GREEN & SILVER BUTTONWOOD, DWARF FAKAHATCHEE GRASS, MUHLY GRASS, DWARF COCOPLUM)
WEST PROPERTY LINE (US 1)		13,170 SF
	REQ.	PROV.
3 TREE / 300 SF	132	132 PLANTED TREES & PALMS (27 ORANGE GEIGER, 35 SILVER BUTTONWOOD STANDARDS, 53 BALD CYPRESS, 13 DAHOON HOLLY & 12 SABAL PALMS CREDITED 3:1)
34 SHRUBS / 300 SF	1493	1,704 PLANTED SHRUBS (COCOPLUM, SIMPSON'S STOPPER, SAW PALMETTO, DWARF FAKAHATCHEE GRASS, MUHLY GRASS, GOLDEN BEACH CREEPER, DWARF COCOPLUM,
VUA LANDSCAPING		
	REQ.	PROV.
LANDSCAPE AREA (500 SF PER 5,000 SF OF TOTAL VUA AREA 128,610 SF /5,000*500)	12,861	16,961
TREES ((1) 3" cal. TREE / 250 SF OF REQUIRED LANDSCAPE AREA)	51	51 PLANTED TREES (25 GUMBO LIMBO, 12 DAHOON HOLLY, 14 BALD CYPRESS)
MULTIFAMILY DEVELOPMENT REQUIRED TREES		
	REQ.	PROV.
TREES (1 TREE / 1500 SF OF SITE DEVELOPMENT AREA FOR MULTIFAMILY DEVELOPMENTS)	276	387 (322 PLANTED TREES & 196 PALMS CREDITED 3:1)
MECHANICAL EQUIPMENT & SERVICE FUNCTION AREA LANDSCAPING		
		LANDSCAPE SCREENING PROVIDED
AC UNITS		COCOPLUM, HIBISCUS, DWARF FAKAHATCHEE GRASS
DUMPSTER ENCLOSURE		COCOPLUM
TRASH COMPACTOR ENCLOSURE		COCOPLUM

Landscape Plan Sheet Key





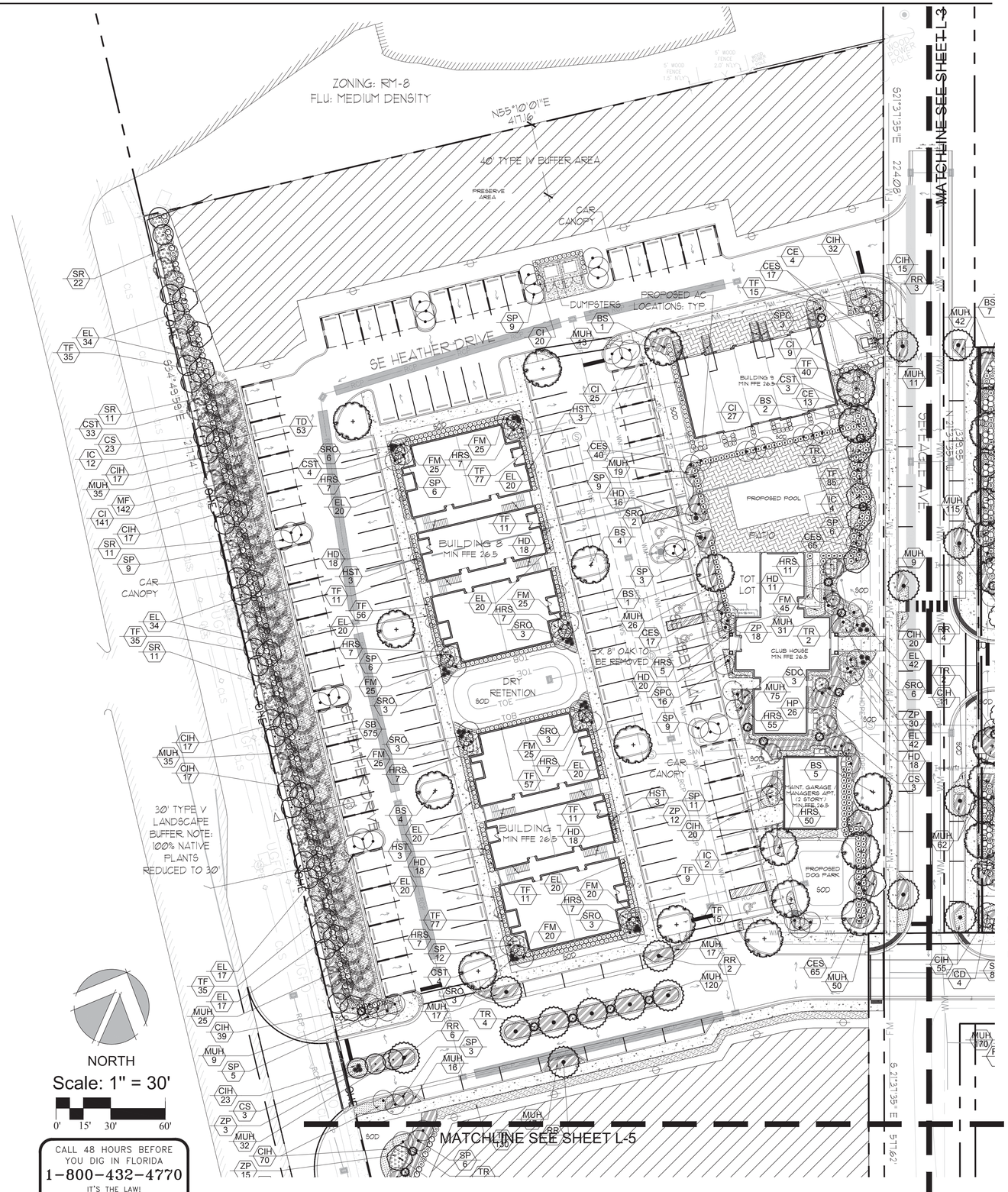
Section B - Type V 30' 100% Native Landscape Buffer

Plant List

Key	Qty	Scientific Name	Common Name	Size	Spacing
PALMS					
RR*^	26	Roystonea regia	Royal Palm	10' GW, matching, FF	AS
SP*^	115	Sabal palmetto	Sabal Palm	10', 14', 18' CT, staggered heights	AS
SPC*^	56	Sabal palmetto	Curved Sabal Palm	10', 16', 20' CT, staggered heights, curved trunks	AS
TR*^	15	Thrinax radiata	Florida Thatch Palm	6' OA, multi trunk, full	AS
TREES					
BS*^	72	Bursera simaruba	Gumbo Limbo	14'x 6', 3" DBH min.	AS
CD*^	11	Coccoloba diversifolia	Pigeon Plum	12'x 5', 2.5" DBH min.	AS
CS*^	41	Cordia sebestena	Orange Geiger	12'x 5', 2" DBH min.	AS
CST*^	48	Conocarpus erectus 'Sericeus'	Silver Buttonwood Standard	12'x 5', 2.5" DBH min.	AS
HST	37	Hibiscus rosa-sinensis 'Standard'	Hibiscus Seminole Pink Standard	5' x 3', full	AS
IC*^	82	Ilex cassine	Dahoon Holly	14'x 6', 3" DBH min.	AS
QV*^	8	Quercus virginiana	Live Oak	14'x 6', 3" DBH min.	AS
SDC^	19	Senna polyphylla	Desert Cassia	6' x 3', full	AS
TD*^	75	Taxodium distichum	Bald Cypress	14'x 5', 3" DBH min.	AS
ACCENTS, SHRUBS & GROUNDCOVERS					
CE*^	511	Conocarpus erectus	Green Buttonwood	7g, 36"x 30"	36" OC
CES*^	464	Conocarpus erectus 'Sericeus'	Silver Buttonwood	7g, 36"x 30"	36" OC
CI*^	461	Chrysobalanus icaco	Green Cocoplum	7g, 30"x 24"	30" OC
CIH*^	864	Chrysobalanus icaco 'Horizontal'	Horizontal Cocoplum	3g, 15"x 18"	24" OC
EL*^	518	Emodea littoralis	Golden Beach Creeper	3g, 15"x 18"	24" OC
FM^	1,092	Ficus microcarpa 'Green Island'	Green Island Ficus	3g, 16"x 18"	24" OC
HD*^	340	Helianthus debilis	Dune Sunflower	1g, 12"x 18"	24" OC
HP*^	48	Hamelia patens 'Compacta'	Dwarf Firebush	3g, 24"x 24"	30" OC
HRS	539	Hibiscus rosa-sinensis mix	Hibiscus Mix, Seminole Pink & Double Peac	7g, 30"x 24"	30" OC
MC2*^	24	Myrica cerifera	Southern Wax Myrtle	7' OA, multi	AS
MF*^	571	Myrcianthes fragrans	Simpson's Stopper	7g, 36"x 30"	36" OC
MUH*^	1,263	Muhlenbergia capillaris	Pink Muhly Grass	3g, 24"x 24"	30" OC
PL*^	101	Psychotria ligustrifolia	Bahama Wild Coffee	7g, 30"x 24"	30" OC
SB*^	4,838	Spartina bakeri	Sand Cordgrass	1g, 24"x 18", full	36" OC
SR*^	282	Serenoa repens	Saw Palmetto	30" ht.	36" OC
SRO^	46	Strelitzia reginae	Orange Bird of Paradise	15g, 3'x 3', full clump	AS
TDF*^	900	Tripsacum dactyloides	Fakahatchee Grass	3g, 30"x 24"	36" OC
TF*^	1,602	Tripsacum floridana	Dwarf Fakahatchee Grass	3g, 30"x 24"	30" OC
ZP*^	78	Zamia pumila	Coontie	7g, 20"x 26"	30" OC

*DENOTES FLORIDA NATIVE PLANT MATERIAL
^DENOTES DROUGHT TOLERANT SPECIES
ALL PLANT MATERIAL SHALL BE MINIMUM FLORIDA #1 GRADE PER THE FLORIDA GRADES & STADARDS FOR NURSERY PLANTS 2015 EDITION

Misc.
SOD - Paspalum notatum - Bahia Sod - solid sod, laid tight



NORTH
Scale: 1" = 30'
0' 15' 30' 60'

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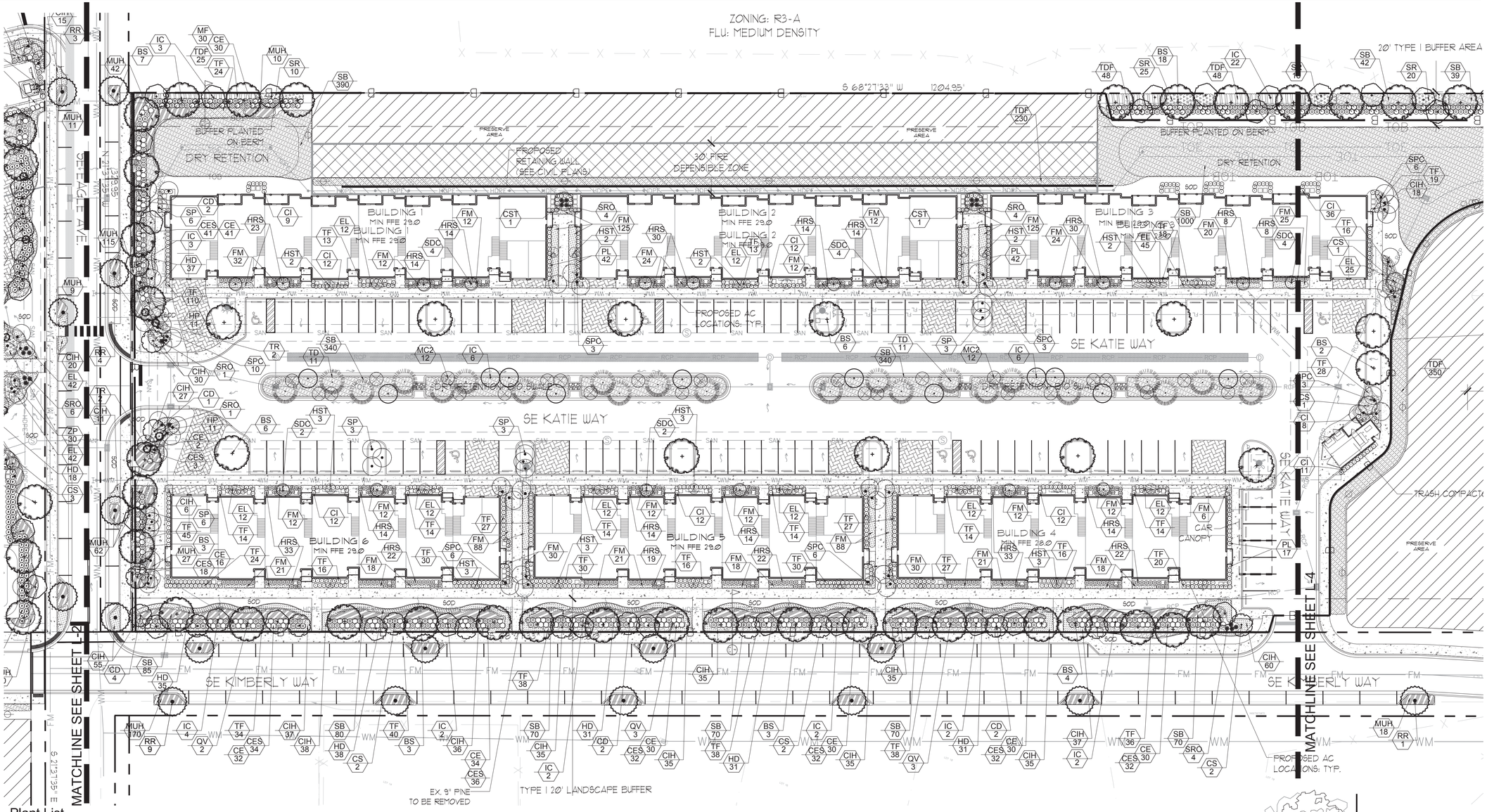
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Tradewinds of Hobe Sound
Martin County, Florida
Landscape Plan

Daniel McRae Sugg, PLA, ASLA
REGISTERED LANDSCAPE ARCHITECT DANIEL MCRAE SUGG LA 6667190 STATE OF FLORIDA
Digitally signed by Daniel McRae Sugg, PLA, ASLA
Date: 2021.02.05 11:34:18 -05'00'

Drawn By	DMS
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Drawing Date	4/9/2020
10/27/2020	revisions as per comments
12/29/2020	revisions as per comments
2/5/2021	revisions as per comments

L-2



Plant List

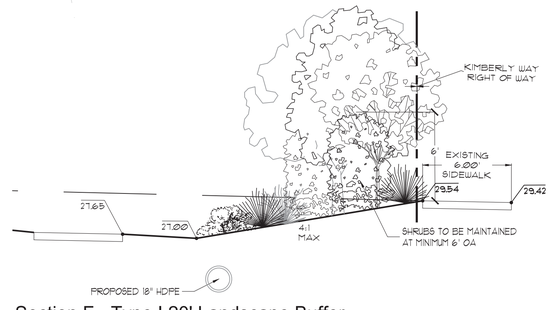
Key	Qty	Scientific Name	Common Name	Size	Spacing
PALMS					
RR*^	26	Roystonea regia	Royal Palm	10' GW, matching, FF	AS
SP*^	115	Sabal palmetto	Sabal Palm	10', 14', 18' CT, staggered heights	AS
SPC*^	56	Sabal palmetto	Curved Sabal Palm	10', 16', 20' CT, staggered heights, curved trunks	AS
TR*^	15	Thrinax radiata	Florida Thatch Palm	6' OA, multi trunk, full	AS
TREES					
BS*^	72	Bursera simaruba	Gumbo Limbo	14'x 6', 3" DBH min.	AS
CD*^	11	Coccoloba diversifolia	Pigeon Plum	12'x 5', 2.5" DBH min.	AS
CS*^	41	Cordia sebestena	Orange Geiger	12'x 5', 2" DBH min.	AS
CST*^	48	Conocarpus erectus 'Sericeus'	Silver Buttonwood Standard	12'x 5', 2.5" DBH min.	AS
HST	37	Hibiscus rosa-sinensis 'Standard'	Hibiscus Seminole Pink Standard	5' x 3', full	AS
IC*^	82	Ilex cassine	Dahoon Holly	14'x 6', 3" DBH min.	AS
QV*^	8	Quercus virginiana	Live Oak	14'x 6', 3" DBH min.	AS
SDC^	19	Senna polyphylla	Desert Cassia	6' x 3', full	AS
TD*^	75	Taxodium distichum	Bald Cypress	14'x 5', 3" DBH min.	AS

Key	Qty	Scientific Name	Common Name	Size	Spacing
ACCENTS, SHRUBS & GROUNDCOVERS					
CE*^	511	Conocarpus erectus	Green Buttonwood	7g, 36"x 30"	36" OC
CES*^	464	Conocarpus erectus 'Sericeus'	Silver Buttonwood	7g, 36"x 30"	36" OC
CI*^	461	Chrysobalanus icaco	Green Cocoplum	7g, 30"x 24"	30" OC
CIH*^	864	Chrysobalanus icaco 'Horizontal'	Horizontal Cocoplum	3g, 15"x 18"	24" OC
EL*^	518	Emodea littoralis	Golden Beach Creeper	3g, 15"x 18"	24" OC
FM^	1,092	Ficus microcarpa 'Green Island'	Green Island Ficus	3g, 16"x 18"	24" OC
HD*^	340	Helianthus debilis	Dune Sunflower	1g, 12"x 18"	24" OC
HP*^	48	Hamelia patens 'Compacta'	Dwarf Firebush	3g, 24"x 24"	30" OC
HRS	539	Hibiscus rosa-sinensis mix	Hibiscus Mix, Seminole Pink & Double Peac	7g, 30"x 24"	30" OC
MC2*^	24	Myrica cerifera	Southern Wax Myrtle	7' OA, multi	AS
MF*^	571	Myrcianthes fragrans	Simpson's Stopper	7g, 36"x 30"	36" OC
MUH*^	1,263	Muhlenbergia capillaris	Pink Muhly Grass	3g, 24"x 24"	30" OC
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Misc.

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Section F - Type I 20' Landscape Buffer

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Tradewinds of Hobe Sound

Martin County, Florida

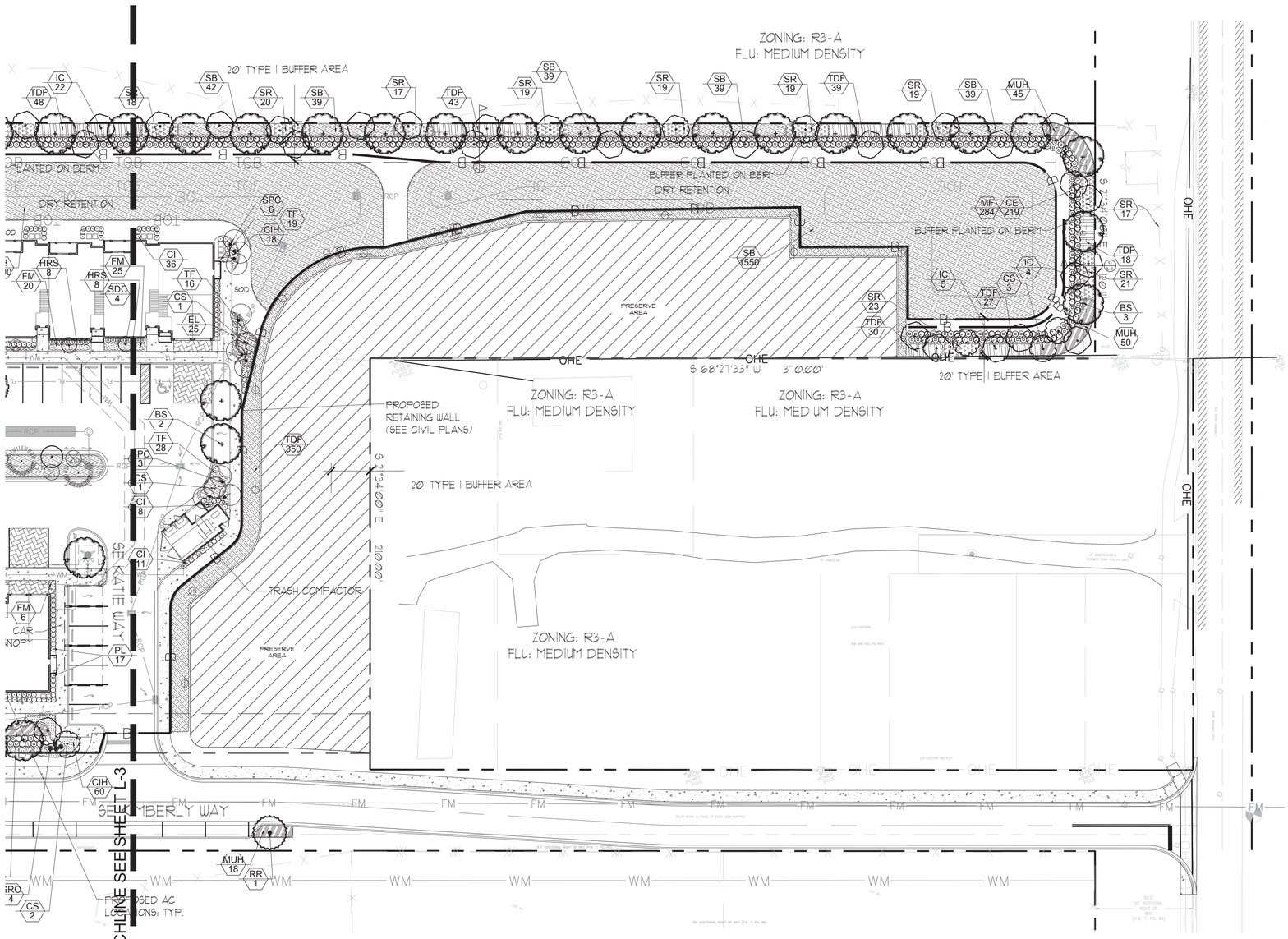
Landscape Plan

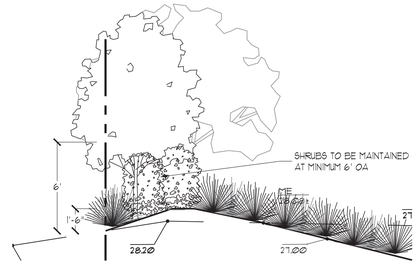
Daniel McRae Sugg, PLA, ASLA
Digitally signed by Daniel McRae Sugg, PLA, ASLA
Date: 2021.02.05 11:34:39 -05'00'

REGISTERED LANDSCAPE ARCHITECT DANIEL MCRAE SUGG LA 6667190 STATE OF FLORIDA

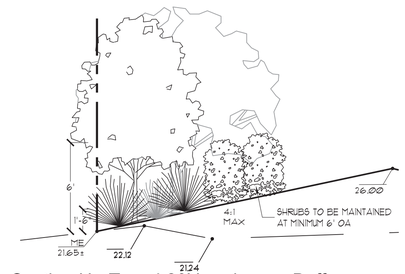
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L-3

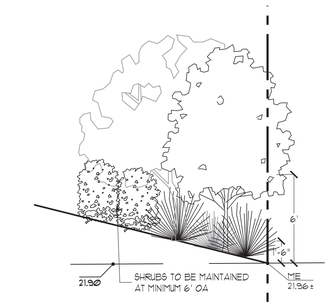




Section J - Type I 20' Landscape Buffer



Section H - Type I 20' Landscape Buffer



Section G - Type I 20' Landscape Buffer

Plant List

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Tradewinds of Hobe Sound

Martin County, Florida

Landscape Plan

Daniel McRae Sugg, PLA, ASLA
Digitally signed by Daniel McRae Sugg, PLA, ASLA
Date: 2021.02.05 11:35:15 -05'00'

REGISTERED LANDSCAPE ARCHITECT DANIEL MCRAE SUGG LA 6667190 STATE OF FLORIDA

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2/5/2021	revisions as per comments

L-4

Plant Specifications

SPECIES AND SIZE shall conform to those indicated on the drawings. Nomenclature shall conform to STANDARDIZED PLANT NAMES, current edition. All nursery stock shall be in accordance with Grades and Standards for Nursery Plants Parts I & II, latest edition published by the Florida Department of Agriculture and Consumer Services. All plants not otherwise specified as being Florida Fancy or Specimen, shall be Florida Grade Number 1 or better as determined by the Florida Division of Plant Industry. Specimen means an exceptionally heavy, symetrical, tightly knit plant, so trained or favored in its development that first appearance is unquestionable and outstandingly superior in form, number of branches, compactness and symetry.

GENERAL REQUIREMENTS

All plants shall be freshly dug, sound, healthy, vigorous, well branched, and free of disease and insect eggs and larvae, and shall have adequate root systems. Trees for planting rows shall be uniform in size and shape. All materials shall be subject to approval by the Landscape Architect. Where any requirements are omitted from the plant list, the plants furnished shall be normal for the variety. Plants shall be pruned prior to delivery only upon the approval of the Landscape Architect.

CONTAINER GROWN STOCK

All container grown material shall be healthy, vigorous, well rooted plants, and established in the container in which they are sold. The plants shall have tops which are good quality and in a healthy growing condition. An established container grown plant shall be grown in that container sufficiently long enough for the new fibrous roots to have developed so that the root mass will retain its shape and hold together when removed from the container. Plant root bound in containers are unacceptable.

MEASUREMENTS

Trees: Height shall be measured from ground to the average height of canopy. Spread shall be measured to the end of branching equally around the crown from the center of the trunk. Measurements are not to include any terminal growth. Single trunk trees shall be free of "V" crotches that could be points of weak limb structure or disease infestation.

Shrubs: Heights shall be measured from the ground to the average points where nature plant growth stops. Spread shall be measured to the end of branching equally around the shrub mass. Measurements are not to include any terminal growth.

Palms: Clear Trunk (C.T.) shall be measured from the ground at the time of installation to the point where the nature aged trunk joins the immature or green portion of the trunk or the head.

Overall height (O.H.) shall be measured from the ground at the time of installation to a point three quarters the length of the unopened bud. Palms with marred or burned trunks will not be accepted.

SOIL

Planting soil for use in preparing backfill for plant pits shall be added at a rate of seventy-five (75%) percent to twenty-five (25%) percent existing soil. This soil mix shall be used in all plant pits except Sabal palms which shall be backfilled with clean sand. Planting soil shall be a fertile, friable natural topsoil or loamy character. It shall contain forty (40) to fifty (50) percent decomposed organic matter and shall be free from heavy clay, stones, lime plants, roots or other foreign materials or noxious grasses (such as Bermuda or nut grass) and noxious weeds. It shall not contain toxic substances which may be harmful to plant growth.

COMMERCIAL FERTILIZER

Two fertilizer shall be used in all types of plantings, except palms. Granular fertilizer shall be uniform in composition, dry and free flowing. This fertilizer shall be delivered to the site in the original unopened bags, each bearing the Manufacturer's statement of analysis, and shall meet the following requirements: sixteen (16%) percent nitrogen, seven (7%) percent phosphorus, twelve (12%) percent potassium, plus iron. Tablet fertilizer ("Agriform" or equal) in 21 gram size shall meet the following requirements: twenty (20%) percent nitrogen, ten (10%) percent phosphorous, five (5%) percent potassium.

The two fertilizers will be applied at the following rates:

PLANT SIZE	16-7-12	"AGRIFORM" TABLET (21 Grams)
1 gal.	1/4 lb.	1
3 gal.	1/3 lb.	2
7-15 gal.	1/2 lb.	4
1"-6" caliper	2 lbs./1" caliper	2/1" caliper
6" and larger	3 lbs./1" caliper	2/1" caliper

"Florida East Coast Palm Special" will be applied to all palms at installation at a rate of 1/2 lb. per inch of trunk caliper unless otherwise specified.

MULCH

Mulch material shall be three (3) inches of shredded melaleuca mulch (sterilized and free of seeds) or approved equal, moistened at the time of application to prevent wind displacement.

SUBSTITUTIONS

No substitutions of plant material types or size will be allowed without written consent of the Landscape Architect. B&B material will not be accepted as substitute for container grown material unless previously approved. Alternate substitutions shall be indicated in bid.

Notes

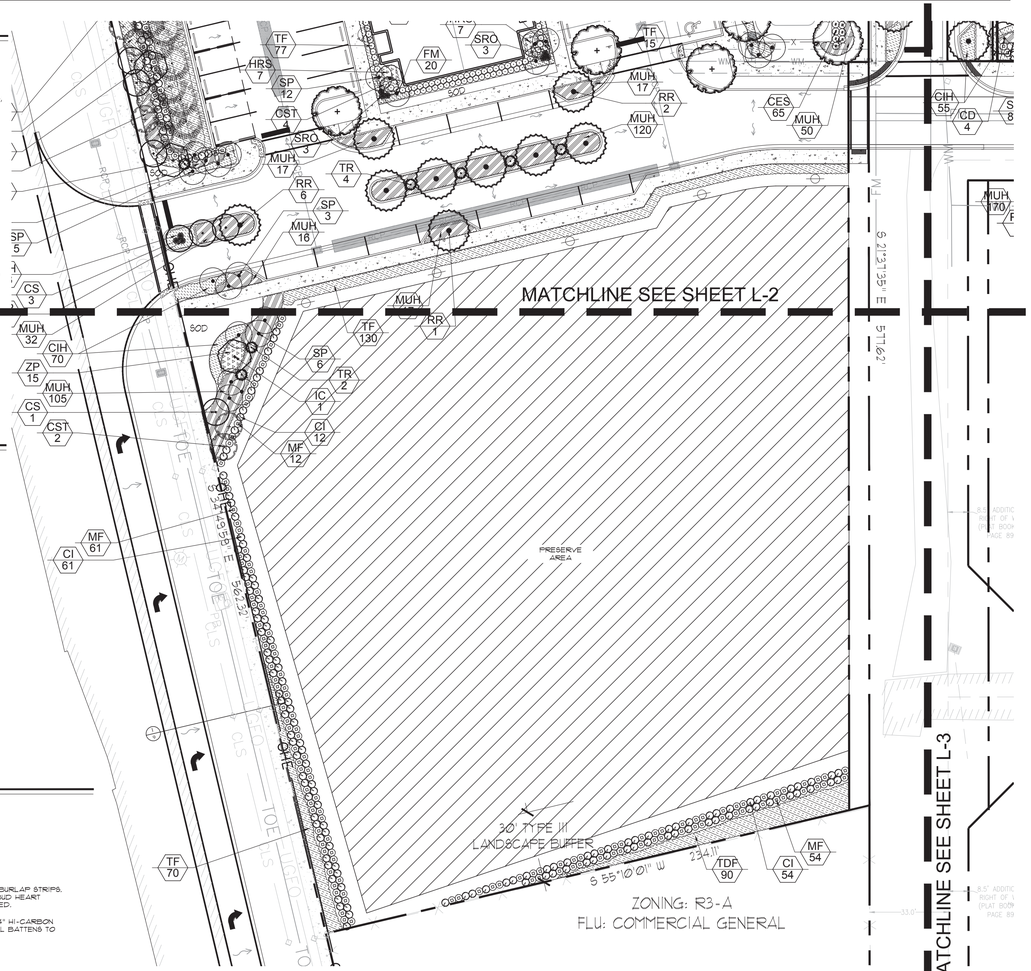
- Prior to the installation of any plant material all existing and imported soils shall be tested and amended to meet the soil specifications and specific plant needs as shown on this plan.
- All plant material, unless specified as being Florida Fancy or Specimen, shall be Florida Grade Number 1 or better as determined by the Florida Division of Plant Industry.
- All plant materials and sod shall have an automatic irrigation system providing 100% coverage.
- Maintain positive drainage away from building.
- All plant material shall be planted, fertilized and mulched as per the Plant Details and Plant Specifications noted on this plan.
- Landscape Contractor shall research plans and contact appropriate agencies to determine location of utilities and obstructions prior to commencing work. Any utilities or unanticipated obstructions shall be reported immediately to the Landscape Architect.
- Landscape Contractor will be responsible for obtaining all necessary permits, licenses, inspections, and insurance as required by the State and local agencies.

-Quantities shown on plant list are for convenience only. If a discrepancy occurs between the plan and plant list the plan shall prevail.

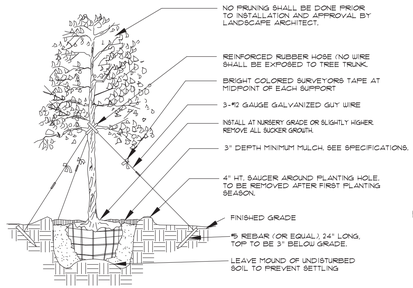
-Required landscaping shall be maintained so as to at all times present a healthy, neat and orderly appearance, free of refuse and debris. If vegetation which is required to be planted dies it shall be replaced with equivalent vegetation. All trees for which credit was awarded and which subsequently die, shall be replaced by the requisite number of living trees according to the standards established in the Martin County Landscape Code.

-All landscaping shall be maintained free from disease, pests, weeds and litter. Maintenance shall include weeding, watering, fertilizing, pruning, mowing, edging, mulching or other maintenance, as needed and in accordance with acceptable horticultural practices. Perpetual maintenance shall be provided to prohibit the reestablishment of harmful exotic species within landscaping and preservation areas.

-Regular landscape maintenance shall be provided for repair or replacement, where necessary, of any screening or buffering required as shown on this plan. Regular landscape maintenance shall be provided for the repair or replacement of required walls, fences or structures to a structurally sound condition as shown on this plan.

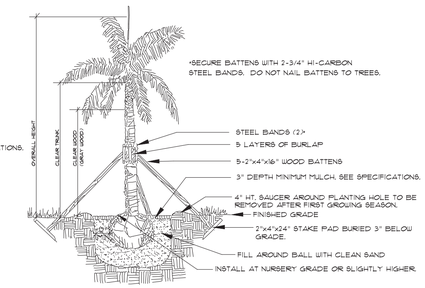


Planting Details



Tree Planting

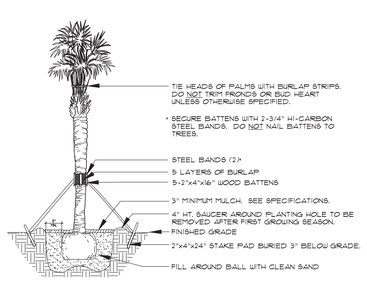
- SEE SPECIFICATIONS FOR BACKFILL MIXTURE AND FERTILIZATION.
- BRACING - SPECIAL SITE CONDITIONS MAY REQUIRE MODIFICATION TO BRACING TECHNIQUE. LANDSCAPE CONTRACTOR WILL ADEQUATELY BRACE (OR WIRE) ALL TREES TO PREVENT EXCESSIVE MOVEMENT & MAINTAIN A VERTICAL POSITION.



Palm Planting

APPLIES TO: ROYAL PALMS, QUEEN PALMS, ALEXANDER PALMS, MANILA PALMS.

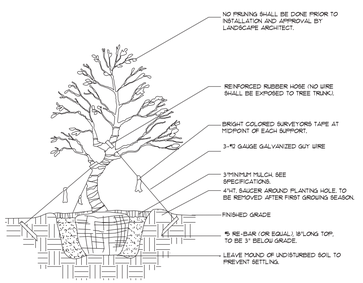
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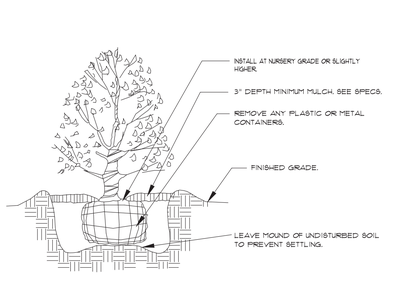
APPLIES TO: SABAL PALMS, WASHINGTON PALMS, CANARY ISLAND DATE PALMS, SENEGAL DATE PALMS.

- SEE SPECIFICATIONS FOR BACKFILL MIXTURE AND FERTILIZATION.



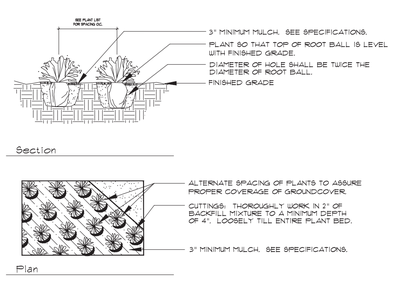
Irregular & Multi-Stem Tree Planting

FOR TREES 6'-14'HT.
NOTES:
SEE SPECIFICATIONS FOR BACKFILL MIXTURES AND FERTILIZATION.
BRACING-SPECIAL SITE CONDITIONS MAY REQUIRE MODIFICATION TO BRACING TECHNIQUE. LANDSCAPE CONTRACTOR WILL ADEQUATELY BRACE (OR WIRE) ALL TREES TO PREVENT EXCESSIVE MOVEMENT AND MAINTAIN A VERTICAL POSITION.



Shrub Planting

- SEE SPECIFICATIONS FOR BACKFILL MIXTURE AND FERTILIZATION.



Groundcover Planting

- SEE SPECIFICATIONS FOR BACKFILL MIXTURE AND FERTILIZATION.

Plant List

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TD*^	75	Taxodium distichum	Bald Cypress	14'x 5', 3" DBH min.	AS
ACCENTS, SHRUBS & GROUNDCOVERS					
CE*^	511	Conocarpus erectus	Green Buttonwood	7g, 36"x 30"	36" OC
CES*^	464	Conocarpus erectus 'Sericeus'	Silver Buttonwood	7g, 36"x 30"	36" OC
CI*^	461	Chrysobalanus icaco	Green Cocoplum	7g, 30"x 24"	30" OC
CIH*^	864	Chrysobalanus icaco 'Horizontal'	Horizontal Cocoplum	3g, 15"x 18"	24" OC
EL*^	518	Ernodea littoralis	Golden Beach Creeper	3g, 15"x 18"	24" OC
FM^	1,092	Ficus microcarpa 'Green Island'	Green Island Ficus	3g, 16"x 18"	24" OC
HD*^	340	Helianthus debilis	Dune Sunflower	1g, 12"x 18"	24" OC
HP*^	48	Hamelia patens 'Compacta'	Dwarf Firebush	3g, 24"x 24"	30" OC
HRS	539	Hibiscus rosa-sinensis mix	Hibiscus Mix, Seminole Pink & Double Peac	7g, 30"x 24"	30" OC
MC2*^	24	Myrica cerifera	Southern Wax Myrtle	7' OA, multi	AS
MF*^	571	Myrcianthes fragrans	Simpson's Stopper	7g, 36"x 30"	36" OC
MUH*^	1,263	Muhlenbergia capillaris	Pink Muhly Grass	3g, 24"x 24"	30" OC
PL*^	101	Psychotria ligustrifolia	Bahama Wild Coffee	7g, 30"x 24"	30" OC
SB*^	4,838	Spartina bakeri	Sand Cordgrass	1g, 24"x 18", full	36" OC
SR*^	282	Serenoa repens	Saw Palmetto	30" ht.	36" OC
SRO^	46	Strelitzia reginae	Orange Bird of Paradise	15g, 3'x 3', full clump	AS
TDF*^	900	Tripsacum dactyloides	Fakahatchee Grass	3g, 30"x 24"	36" OC
TF*^	1,602	Tripsacum floridana	Dwarf Fakahatchee Grass	3g, 30"x 24"	30" OC
ZP*^	78	Zamia pumila	Coontie	7g, 20"x 26"	30" OC

*DENOTES FLORIDA NATIVE PLANT MATERIAL
^DENOTES DROUGHT TOLERANT SPECIES
ALL PLANT MATERIAL SHALL BE MINIMUM FLORIDA #1 GRADE PER THE FLORIDA GRADES & STADARDS FOR NURSERY PLANTS 2015 EDITION

Misc.
SOD - Paspalum notatum - Bahia Sod - solid sod, laid tight

NORTH
Scale: 1" = 30'
0' 15' 30' 60'

CALL 48 HOURS BEFORE YOU DIG IN FLORIDA
1-800-432-4770
IT'S THE LAW!
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

McCARTY & ASSOCIATES
LAND PLANNING AND DESIGN
STUART • FT. PIERCE
772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

Tradewinds of Hobe Sound
Martin County, Florida
Landscape Plan

Daniel McRae Sugg, PLA, ASLA
Digitally signed by Daniel McRae Sugg, PLA, ASLA
Date: 2021.02.05 11:35:35 -05'00'

REGISTERED LANDSCAPE ARCHITECT DANIEL MCRAE SUGG LA 6667190 STATE OF FLORIDA

Drawn By	DMS
Checked By	MM
Scale	1"=30'
Drawing Date	4/9/2020
10/27/2020	revisions as per comments
12/29/2020	revisions as per comments
2/5/2021	revisions as per comments

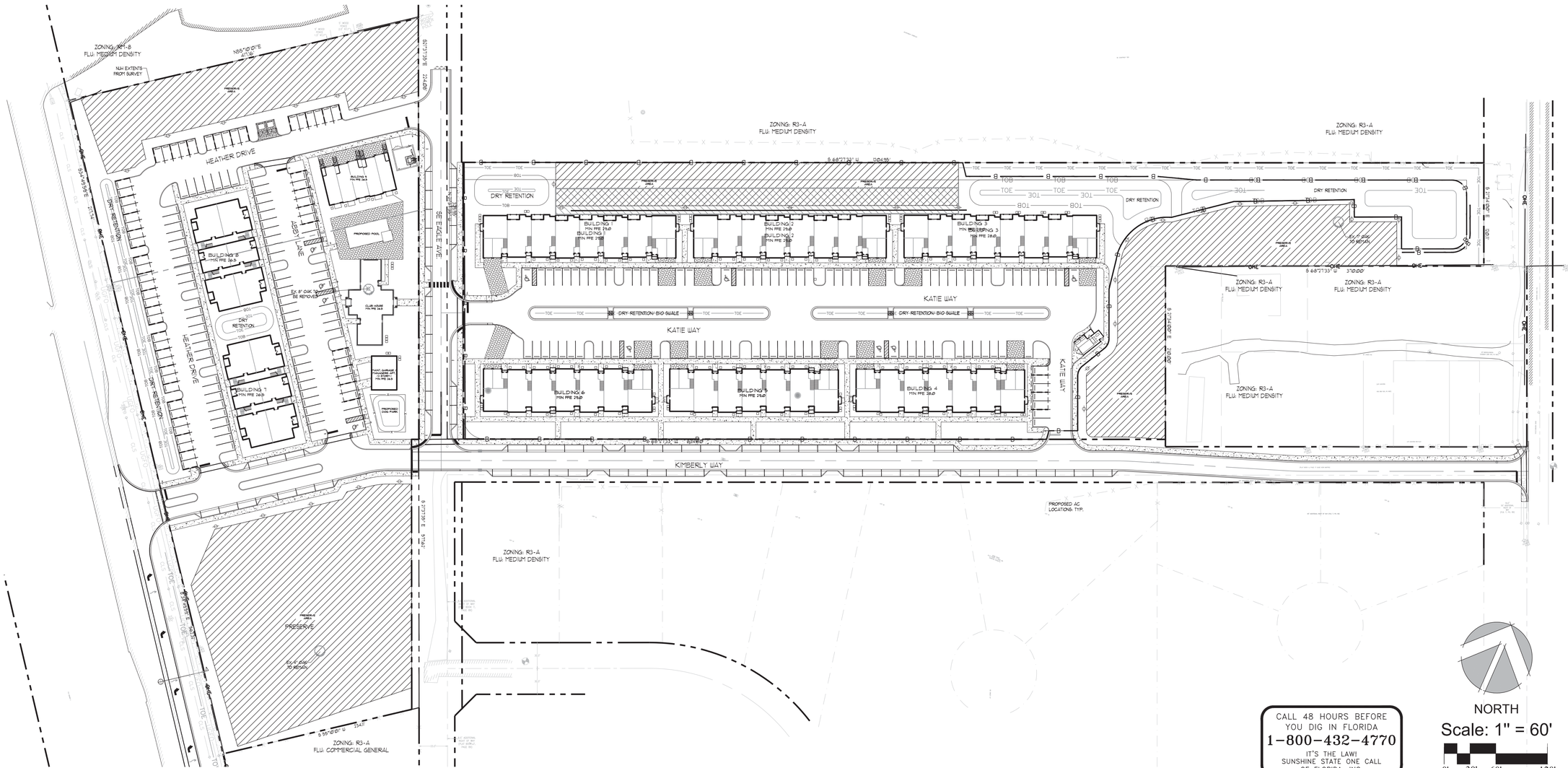
L-5

Protected Tree Data

PROTECTED OAK TREES REMOVED REQUIRING MITIGATION (INCHES)	8
PROTECTED OAK TREES PROPOSED TO BE PRESERVED (INCHES)	11

Preserve Legend

PROPOSED PRESERVE LIMITS



CALL 48 HOURS BEFORE YOU DIG IN FLORIDA
1-800-432-4770
IT'S THE LAW!
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NORTH
Scale: 1" = 60'
0' 30' 60' 120'

McCarty & Associates

LAND PLANNING AND DESIGN

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772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

Tradewinds of Hobe Sound

Martin County, Florida

Protected Tree Plan

REGISTERED LANDSCAPE ARCHITECT DANIEL MCRAE SUGG LA 6667190 STATE OF FLORIDA

Daniel McRae Sugg, PLA, ASLA

Digitally signed by Daniel McRae Sugg, PLA, ASLA
Date: 2021.02.05 11:35:55 -05'00'

Drawn By	DMS
Checked By	MM
Scale	1"=60'
Drawing Date	10/27/2020

12/29/2020 revisions as per comments

2/5/2021 revisions as per comments

L-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**
LAUREL LANE HOLDINGS, LLC	404 S BEACH RD. HOBE SOUND, FL 33455
HOBE SOUND JUPITER ISLAND PROPERTIES, LLC	P.O. BOX 1166 HOBE SOUND FL 33475

(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**
ROBERT KAYE	404 S BEACH RD. HOBE SOUND, FL 33455	50%
MICHAEL DOOLEY	P.O. BOX 1166 HOBE SOUND, FL 33475	50% UNDIVIDED INTEREST
TERRY DOOLEY	P.O. BOX 1166 HOBE SOUND, FL 33455	

(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
VALLEY NATIONAL BANK	301 E LAS OLAS BLVD FT. LAUDERDALE, FL 33301	MORTAGEE

(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*

(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

M Dooley

MICHAEL A. DOOLEY

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing Disclosure of Interest Affidavit was sworn to, affirmed and subscribed before me this 8 day of APRIL 2020, by MICHAEL A. DOOLEY, who is personally known to me or have produced _____ as identification.

Susan M Hutsko

Notary Public, State of FLORIDA

(Notary Seal)

Print Name: SUSAN M. HUTSKO

My Commission Expires: APRIL 18, 2021

SUSAN M. HUTSKO
Notary Public – State of Florida
Commission # GG 078015
My Comm. Expires Apr 18, 2021
Bonded through National Notary Assn.

Exhibit "A"
(Disclosure of Interest and Affidavit)
(Legal Description)

[redacted]

[redacted]

Proposed Development Name: Tradewinds at Hobe Sound

LEGAL DESCRIPTIONS and Parcel Control Numbers of Properties being

[redacted]

Parcel 1:

Legal Description: The south ½ of Lot 103 (Less South 210' of WEast 420') Gomez Grant, West of the Indian River, According to the Plat thereof Filed September 3, 1892, Recorded in Plat Book A, Page 10, Dade County, Florida, Public Records, Also Filed March 25, 1910, Recorded in Plat Book 1, Page 62, Palm Beach (Now Martin) County, Florida, Public Records. PCN: 34-38-42-000-103-0002.0-9000

Parcel 2:

Legal Description: South 217.74' of Lot 3 According to the Plat o Suburban Homes and Groves duly Recorded in the office of the Clerk of Martin County, Florida in Plat Book 2, Page 58, of Martin County Public Records Filed May 7, 1947. PCN: 34-38-42-061-000-00031-0

Parcel 3:

Legal Description: Suburban Homes and Groves Lot 2 (Less s 600'). PCN: 34-38-42-061-000-00020-3

Appendix
Article 10.2.B.3. Article 10, Development Review Procedures; Land Development Regulations; Martin County Code

10.2.B. Application submittal for development approval. Applications for development approval shall comply with the following described procedures:

1. Initiation. A development application shall be filed with the County Administrator by the owner or other person having a power of attorney from the owner to make the application.

2. Acceptance of the application. A development application will be received for processing on any working day.

3. Verification of property ownership. The documents required below are required prior to an application being determined complete. After the application is determined to be complete, the applicant has a continuing obligation to provide revised documents to reflect any changes to the information provided that may occur before and as of the date of the final public hearing or final action on the application.

a. Proof of ownership must be provided for any application for any type of development order. The applicant shall provide a copy of the recorded deed for the subject property, and shall certify any subsequent transfers of interests in the property. If the applicant is not the owner of record, the applicant is required to report its interest in the subject property.

b. The applicant must disclose the names and addresses of each and every natural person or entity with any legal or equitable interest in the property of the proposed development, including all individuals, children, firms, associations, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, limited liability company, professional associations and all other groups or combinations.

c. For those entities that are a firm, association, joint adventure, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, limited liability company, professional associations and all other groups or combinations thereof, every natural person or entity that enjoys a legal or equitable interest in property of the proposed development shall be disclosed including but not limited to any partners, members, shareholders, trustees, and stockholders.

d. The disclosure required in b. and c. above shall not apply to companies that are publicly traded and to consultants and contractors who may perform professional services or work related to the property.

e. In addition, the disclosure must include those having 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.

f. The applicant must list all other applications for which they have an interest as defined in subsection b. and c. above that is currently pending before Martin County. The list shall include any development applications, waiver applications, road opening applications, and lien reduction requests.

g. Any development order, including applications for Planned Unit Developments which was granted or approved based on false or incomplete disclosure will be presumed to have been fraudulently induced and will be deemed by the Martin County Board of County Commissioners to be void ab initio and set aside, repealed, or vacated.

Classifieds

To Advertise, visit: **classifieds.tcpalm.com**

- Classifieds Phone: **772.283.5252**
- Classifieds Email: **tcpalmclass@gannett.com**
- Hours: **Monday - Friday 8:00am - 5:30pm**

All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. The Treasure Coast reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. The Treasure Coast shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.

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NOTICE OF PUBLIC HEARINGS

Subject: Request by McArthur Golf Club, LLC (M189-007) for a zoning district change from the A-1, Small Farms District to the RS-5, Low Density Residential District for an approximate 49.4 acre parcel. Included in this application is a request for a Certificate of Public Facilities Exemption.

Location: The subject parcel is undeveloped and is located on the west side of the existing McArthur Golf Club, which is accessed at the intersection of SE Osprey Street and SE Federal Highway in Hobe Sound.

Public hearing: **LOCAL PLANNING AGENCY (LPA)**
Time and Date: 7:00 P.M. or as soon as it can be heard on Thursday, February 18, 2021

Public hearing: **BOARD OF COUNTY COMMISSIONERS (BCC)**
Time and Date: 9:00 A.M. or as soon as it can be heard on Tuesday, March 9, 2021

Place: Martin County Administrative Center
2401 SE Monterey Road
Stuart, Florida 34996

All interested persons are invited to attend and be heard.
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.

When attending a public hearing, a person may speak during the public comment portion of the public hearing. A person may also participate as an Intervenor. An Intervenor may ask questions of the staff, applicant and provide testimony. In order to be an Intervenor, a person must qualify to receive mailed notice of the application in accordance with Section 10.6.E, Land Development Regulations, Martin County Code. In addition, an Intervenor must file a form of intent with the County Administrator at least 7 business days prior to the LPA or BCC meeting. No fee will be assessed. If the Intervenor is representing a group/association, he/she must file a letter on official letterhead signed by an authorized representative of the group/association, stating that he/she is authorized to speak for the group. Forms are available on the Martin County website www.martin.fl.us. Any documentation, including all dvd, cd or video cassette tapes intended to be proffered as evidence must be submitted to the Growth Management Department at least 7 business days prior to the LPA or BCC meetings.

If any person who 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.

For further information, including copies of the agenda item materials, please call the Growth Management Department at (772) 288-5495. Prior to the public hearings, written comments should be sent to Peter Walden, Principal Planner, pwalden@martin.fl.us or 2401 SE Monterey Road, Stuart, FL 34996.

THIS NOTICE DATED THIS 3RD DAY OF FEBRUARY 2021
Publish: Feb. 3, 2021
TCN4575505

NOTICE OF PUBLIC HEARINGS

Subject: Tradewinds at Hobe Sound major final site plan (A046-009). Laurel Lane Holdings, LLC Request for major final site plan approval for a 177-unit apartment complex and the associated infrastructure located on an approximate 12.8-acre parcel. Included is a request for a Certificate of Public Facilities Reservation.

Location: The subject parcel is undeveloped and is located on the east side of SE Federal Highway approximately one mile south of SE Osprey Street in Hobe Sound.

Public hearing: **LOCAL PLANNING AGENCY (LPA)**
Time and Date: 7:00 P.M. or as soon as it can be heard on Thursday, February 18, 2021

Public hearing: **BOARD OF COUNTY COMMISSIONERS (BCC)**
Time and Date: 9:00 A.M. or as soon as it can be heard on Tuesday, March 9, 2021

Place: Martin County Administrative Center
2401 SE Monterey Road
Stuart, Florida 34996

All interested persons are invited to attend and be heard.
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.

When attending a public hearing, a person may speak during the public comment portion of the public hearing. A person may also participate as an Intervenor. An Intervenor may ask questions of the staff, applicant and provide testimony. In order to be an Intervenor, a person must qualify to receive mailed notice of the application in accordance with Section 10.6.E, Land Development Regulations, Martin County Code. In addition, an Intervenor must file a form of intent with the County Administrator at least 7 business days prior to the LPA or BCC meeting. No fee will be assessed. If the Intervenor is representing a group/association, he/she must file a letter on official letterhead signed by an authorized representative of the group/association, stating that he/she is authorized to speak for the group. Forms are available on the Martin County website www.martin.fl.us. Any documentation, including all dvd, cd or video cassette tapes intended to be proffered as evidence must be submitted to the Growth Management Department at least 7 business days prior to the LPA or BCC meetings.

If any person who 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.
For further information, including copies of the agenda item materials, please call the Growth Management Department at (772) 288-5495. Prior to the public hearings, written comments should be sent to Peter Walden, Principal Planner, pwalden@martin.fl.us or 2401 SE Monterey Road, Stuart, FL 34996.

THIS NOTICE DATED THIS 3RD DAY OF FEBRUARY 2021
Publish: Feb. 3, 2021
TCN4574838

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Public Notices

Bids and Proposals

PUBLIC NOTICE

CITY OF SEBASTIAN COMMUNITY REDEVELOPMENT AGENCY (CRA) WORKSHOP FEBRUARY 10, 2021 – 5:00 PM 1225 MAIN STREET, SEBASTIAN

The City of Sebastian CRA will conduct a workshop on February 10, 2021 at 5:00 p.m. to provide direction regarding the Harbor Lights Motel Site – 1215 Indian River Drive.

Agendas may be obtained in the City Hall lobby, or on the City website www.cityofsebastian.org.

Individuals are subject to screening prior to entering any City building and entry may be denied if any indicator of illness or prior COVID exposure is identified. All persons entering City Council Chambers where social distancing is not possible, shall wear face coverings. R-20-32. Sec. 1 (1)

No stenographic record by a certified court reporter will be made of the foregoing workshop. Any person who decides to appeal any decision made by the board or agency with respect to any matter considered at this workshop will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be heard. (F.S.286.0105)

In compliance with the American with Disabilities Act (ADA) OF 1990, anyone who needs a special accommodation for this meeting should contact the City's Seating - ADA Coordinator at 388-8226 – ADA@cityofsebastian.org at least 48 hours in advance of this meeting.
Pub February 3 2021
TCN4579072

CITY OF FORT PIERCE FORT PIERCE, FLORIDA CALL FOR BID NO. 2021- 016

Sealed proposals will be received by the City of Fort Pierce, Fort Pierce, Florida, in the Purchasing Division, until:

3:00PM, THURSDAY, FEBURARY 25, 2021
for furnishing:
JANITORIAL SERVICES FOR CITY OWNED BUILDINGS

in accordance with detailed specifications available upon request in the Purchasing Division, City Hall, 100 N. U.S. 1, Fort Pierce, Florida. Copies of the documents are available electronically from the Purchasing Division by e-mail request to biddesk@city-ftpierce.com, or on the web site of the City of Fort Pierce(http://www.cityoffortpierce.com/187/Purchasing)and Demandstar.com(www.demandstar.com).

A **Mandatory Pre-Bid Meeting will be held at 10:00 A.M., Thursday, February 11, 2021** at the River Walk Center 600 North Indian River Drive, Fort Pierce, FL. All interested bidders **MUST** attend this meeting in order for their bids to be considered. Anyone arriving **after 10:15 A.M.** will not be allowed to participate in the bid process.

The City of Fort Pierce encourages Minority/Women Owned Business Enterprise participation.

CITY OF FORT PIERCE

Gelencia Carter, MPA
Purchasing Manager

Pub: Jan 27, Feb. 3, 2021
TCN4564166

PUBLIC NOTICE TO THE RESIDENTS, PROPERTY OWNERS AND PUBLIC IN GENERAL OF ST. LUCIE VILLAGE, FLORIDA:

Notice is hereby given that the Board of Aldermen of the Town of St. Lucie Village, Florida will have a joint meeting with the St. Lucie County Board of County Commissioners on February 4, 2021, at 10:00 a.m. at the County Commission Chambers, 2300 Virginia Avenue, 3rd Floor of Roger Poitras Building, Ft. Pierce, FL 34982. Topics discussed will include: train update, Old Dixie and residential flooding east of FEC Railroad, road maintenance, airport noise, and resiliency planning.
Pub February 3 2021
TCN4584474

Notice to Contractors Florida Department of Transportation Project

Bids will be received by the District Four Procurement Office until 10:30 A.M. on Friday, March 5, 2021, for the following proposal in Martin, St. Lucie, and Indian River Counties: Z4102-R0 Pre-Event Cut & Toss; Martin County E4V04-R0-Mowing & litter;. Complete letting advertisement information is available on our website at: https://www.fdot.gov/contracts/d4/default.shtm click on Friday, March 5, 2021, letting or by calling (954) 777-4612.
Pub: Feb 3, 10 2021
TCN4575796

Foreclosure

IN THE COUNTY COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR MARTIN COUNTY, FLORIDA DIVISION: CIVIL

PLANTATION BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation,
Plaintiff,
vs.
PEGGY S. JOHNSON; THE UNKNOWN HEIRS, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES, OR OTHER CLAIMANTS CLAIMING BY, THROUGH, UNDER OR AGAINST PEGGY S. JOHNSON, DECEASED; REBECCA CLINEVELL; JEFFERY FRED JOHNSON; JAMES R. JOHNSON; DONNA JEAN JOHNSON,
Defendants.

CASE NO. 20001012CCAXMX

NOTICE OF FORECLOSURE SALE

NOTICE is hereby given that, Clerk of Circuit and County Courts of Martin County, Florida, will on **March 30, 2021, at 10:00 a.m., via electronic sale at www.martin.realforeclose.com**, offer for sale and sell at public outcry to the highest bidder for cash, the following described property situated in Martin County, Florida:

Unit Weeks No. 24 in Condominium Parcel Number 206 of PLANTATION BEACH CLUB, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 596 at Page 1184, in the Public Records of Martin County, Florida, and all amendment(s) thereto, if any.

pursuant to the Final Judgment of Foreclosure entered in a case pending in said Court in the above-styled cause.

Any person claiming an interest in the surplus from the sale, if any, other than property owner as of the date of the Lis Pendens, must file a claim within 60 days after the sale.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Notice of Foreclosure Sale has been furnished to Defendants listed on the attached service list by U.S. Mail this _____ day of February, 2021.

MICHAEL J. BELLE, P.A.
2364 Fruitville Road
Sarasota, Florida 34237
Telephone: (941) 955-9212
Facsimile: (941) 955-0317

By: ***/s/ Michael J. Belle***
Michael J. Belle, Esquire
Attorney for Plaintiff
Florida Bar No.: 840882
DESIGNATED PRIMARY E-MAIL SERVICE
PURSUANT TO FLA. R. JUD. ADMIN. 2.516
service@michaelbelle.com;
michaelb@michaelbelle.com
JLuty@michaelbelle.com

NOTE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE HEREBY ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION WILL BE USED FOR THAT PURPOSE.

Published with the Stuart News on the following Publication Dates: Feb. 3rd & 10th, 2021

SERVICE LIST (CASE NO. 20001012CCAXMX)

MICHAEL J. BELLE, ESQUIRE
2364 Fruitville Road
Sarasota, FL 34237
service@michaelbelle.com

PEGGY S. JOHNSON
4408 Garst Hill Rd., SW
Roanoke, VA 24018

THE UNKNOWN HEIRS, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES, OR OTHER CLAIMANTS CLAIMING BY, THROUGH, UNDER OR AGAINST PEGGY S. JOHNSON, DECEASED
4408 Garst Mill Rd., SW
Roanoke, VA 24018

REBECCA CLINEVELL
4573 Cresthill Dr.
Roanoke, VA 24018

JEFFERY FRED JOHNSON
6532 Hidden Falls Dr
Salem, VA 24153

JAMES R. JOHNSON
4408 Garst Mill Rd., SW
Roanoke, VA 24018

DONNA JEAN JOHNSON
6532 Hidden Falls Dr.
Salem, VA 24153

Publish: Feb. 3rd & 10th, 2021
TCN4583004

IN THE COUNTY COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR MARTIN COUNTY, FLORIDA DIVISION: CIVIL

PLANTATION BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation,
Plaintiff,
vs.

Foreclosure

HELLMUTH SIMON a/k/a HELLMUTH E. SIMON and SIGRID SIMON, a/k/a SIGRID I. SIMON,
Defendants.

CASE NO. 20001291CCAXMX

NOTICE OF FORECLOSURE SALE

NOTICE is hereby given that, Clerk of Circuit and County Courts of Martin County, Florida, will on **March 30, 2021, at 10:00 a.m., via electronic sale at www.martin.realforeclose.com**, offer for sale and sell at public outcry to the highest bidder for cash, the following described property situated in Martin County, Florida:

Unit Week No. 46 in Condominium Parcel Number 306 of PLANTATION BEACH CLUB, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 596 at Page 1184, in the Public Records of Martin County, Florida, and all amendment(s) thereto, if any.

Unit Week No. 47 in Condominium Parcel Number 306 of PLANTATION BEACH CLUB, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 596 at Page 1184, in the Public Records of Martin County, Florida, and all amendment(s) thereto, if any.

Unit Week No. 47 in Condominium Parcel Number 210 of PLANTATION BEACH CLUB, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 596 at Page 1184, in the Public Records of Martin County, Florida, and all amendment(s) thereto, if any.

pursuant to the Final Judgment of Foreclosure entered in a case pending in said Court in the above-styled cause.

Any person claiming an interest in the surplus from the sale, if any, other than property owner as of the date of the Lis Pendens, must file a claim within 60 days after the sale.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Notice of Foreclosure Sale has been furnished to Defendant, SIGRID I. SIMON, 7524 Johnnycake Ridge Rd., Mentor, OH 44060, by U.S. Mail this _____ day of February, 2021.

MICHAEL J. BELLE, P.A.
2364 Fruitville Road
Sarasota, Florida 34237
Telephone: (941) 955-9212
Facsimile: (941) 955-0317

By: ***/s/ Michael J. Belle***
Michael J. Belle, Esquire
Attorney for Plaintiff
Florida Bar No.: 840882
DESIGNATED PRIMARY E-MAIL SERVICE
PURSUANT TO FLA. R. JUD. ADMIN. 2.516
service@michaelbelle.com;
michaelb@michaelbelle.com
JLuty@michaelbelle.com

NOTE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE HEREBY ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION WILL BE USED FOR THAT PURPOSE.

Published with the Stuart News on the following Publication Dates: Feb. 3rd & 10th, 2021

Publish: Feb. 3rd & 10th, 2021
TCN4584137

IN THE COUNTY COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR MARTIN COUNTY, FLORIDA DIVISION: CIVIL

PLANTATION BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation,
Plaintiff,
vs.
CHARLES S. WATTS,
Defendant.

CASE NO. 20001369CCAXMX

NOTICE OF FORECLOSURE SALE

NOTICE is hereby given that, Clerk of Circuit and County Courts of Martin County, Florida, will on **March 30, 2021, at 10:00 a.m., via electronic sale at www.martin.realforeclose.com**, offer for sale and sell at public outcry to the highest bidder for cash, the following described property situated in Martin County, Florida:

Unit Week No. 4 in Condominium Parcel Number 407 of PLANTATION BEACH CLUB, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 596 at Page 1184, in the Public Records of Martin County, Florida, and all amendment(s) thereto, if any.

pursuant to the Final Judgment of Foreclosure entered in a case pending in said Court in the above-styled cause.

Any person claiming an interest in the surplus from the sale, if any, other than property owner as of the date of the Lis Pendens, must file a claim within 60 days after the sale.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Notice of Foreclosure Sale has been furnished to Defendant, CHARLES S. WATTS, 73 Oak Street, Westhampton Beach, NY 11978, by U.S. Mail this _____ day of January, 2021.

MICHAEL J. BELLE, P.A.
2364 Fruitville Road
Sarasota, Florida 34237
Telephone: (941) 955-9212
Facsimile: (941) 955-0317

By: ***/s/ Michael J. Belle***
Michael J. Belle, Esquire
Attorney for Plaintiff
Florida Bar No.: 840882
DESIGNATED PRIMARY E-MAIL SERVICE
PURSUANT TO FLA. R. JUD. ADMIN. 2.516
service@michaelbelle.com;
michaelb@michaelbelle.com
JLuty@michaelbelle.com

NOTE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE HEREBY ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION WILL BE USED FOR THAT PURPOSE.

Published with the Stuart News on the following Publication Dates: Feb. 3rd & 10th, 2021

Publish: Feb. 3rd & 10th, 2021
TCN4584097

Public Sale

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR INDIAN RIVER COUNTY, FLORIDA

THE SECRETARY OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, an agency of the United States of America,
Plaintiff
vs.
BETTY C. FORMAN, Deceased; et. al.,
Defendants,
CASE NO.: 2017-CA-000886

NOTICE OF SALE PURSUANT TO CHAPTER 45

NOTICE IS HEREBY GIVEN pursuant to a Final Judgment of Foreclosure dated on this 20th day of January 2021 and entered in Case No. 2017-CA-000886 of the Circuit Court of the Nineteenth Judicial Circuit in and for Indian River County, Florida, wherein The Secretary of the U.S. Department of Housing and Urban Development, an agency of the United States of America, is Plaintiff, and UNKNOWN HEIRS, devisees, grantees, assignees, lienors, creditors or other claimants – claiming by, through, under or against BETTY C. FORMAN, Deceased; UNKNOWN SPOUSE OF BETTY C. FORMAN; J. EMORY CRANDALL, as last known heir; PINETREE HOMEOWNERS ASSOCIATION, INC.; PINETREE VILLAGE II CONDOMINIUM ASSOCIATION OF VERO BEACH, INC.; and JANE DOE, as Unknown Tenant n/k/a VIRGINIA MCNAMARA are Defendants, I will sell to the highest and best bidder for cash on the 22nd day of March 2021 at 10:00 a.m. at www.indian-river.realforeclose.com the following described property as set forth in said Final Judgment, to wit:

Unit 105-C, PINETREE VILLAGE, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Records Book 535, Page 464, as amended from time to time, of the Public Records of Indian River County, Florida.

Property: 1901 Indian River Blvd., C-105, Vero Beach, Florida 32960

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via Regular U.S. Mail to all parties on the attached service list on this 22nd day of January, 2021.
Becker & Poliakoff, P.A.
121 Alhambra Plaza,
10th Floor
Coral Gables, FL 33134
(305) 262-4433
BY: Steven M. Davis, Esq.
Florida Bar # 894249
Pub: January 27, February 3, 2021 TCN4570181

SAMPLE LETTER TO SURROUNDING PROPERTY OWNERS

(month) (day), (2020)

(addressee from the certified property owners list)
(address)

Subject	Tradewinds at Hobe Sound major final site plan (A046-009). Laurel Lane Holdings, LLC requests major final site plan approval for a 177-unit apartment complex and the associated infrastructure located on an approximate 12.8-acre parcel. Included is a request for a Certificate of Public Facilities Reservation.
Location	The subject parcel is undeveloped and is located on the east side of SE Federal Highway about one mile south of SE Osprey Street in Hobe Sound.

Dear *(property owner)*:

As a landowner within 500 feet of the property identified in the above description and shown on the map attached to this letter, please be advised that consideration of an amendment to the zoning atlas as noted above will occur at two public hearings.

The date, time and place of the scheduled hearings are as follows:

Time and Date:	**LOCAL PLANNING AGENCY** 7:00 P.M., or as soon after as the matter may be heard, on Thursday, February 18, 2021
Time and Date:	**BOARD OF COUNTY COMMISSIONERS** 9:00 A.M., or as soon after as the matter may be heard, on Tuesday, March 9, 2021
Place:	Martin County Administrative Center 2401 S.E. Monterey Road Stuart, Florida 34996

All interested persons are invited to attend and be heard. 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)-221-1396, or the Office of the County Administrator at (772) 221-2360, or in writing to 2401 SE Monterey Road, Stuart, FL 34996, no later than three days before the meeting date. This notification can be reproduced in an alternative format upon request by contacting the Office of the ADA Coordinator at (772) 221-1396. Persons using a TDD device, please call 711 Florida Relay Services.

When attending a public hearing, a member of the public may speak during the public comment portion of the public hearing. A person may also participate in the public meeting as an Intervenor. An Intervenor may ask questions of the staff, applicant and give testimony on the subject of the public hearing. In order to be an Intervenor, a person must qualify to receive mailed notice of the subject application in accordance with Section 10.6.E, Land Development Regulations, Martin County Code. In addition, an Intervenor must file a form of intent with the County Administrator at least 7 business days prior to the LPA or BCC meeting. No fee will be assessed on the Intervenor. If the Intervenor is representing a group/association, he/she must file a letter on official letterhead signed by an authorized representative of the group/association, stating that he/she is authorized to speak for the group. Forms are available on the Martin County website www.martin.fl.us. Any documentation, including all dvd, cd or video cassette tapes, intended to be proffered as evidence must be submitted to the Growth Management Department at least 7 business days prior to the LPA or BCC meetings.

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.

For further information, please call the Growth Management Department at 772-288-5495. All written comments should be sent to Peter Walden, AICP, Principal Planner, (e-mail: pwalden@martin.fl.us) or 2401 SE Monterey Road, Stuart, FL 34996. Copies of the item will be available from the Growth Management Department. 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.

Sincerely,

(applicant's name)

Attachment: Location Map


NOTICE OF
DEVELOPMENT APPLICATION
TRADEWINDS OF HOBE SOUND
MAJOR FINAL SITE PLAN APPLICATION
DATE, TIME AND PLACE OF HEARING(S) AND
OTHER INFORMATION AVAILABLE FROM
MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT
CALL 772-288-5495
PROJECT # A046-009


NOTICE OF
DEVELOPMENT APPLICATION
TRADEWINDS OF HOBE SOUND
MAJOR FINAL SITE PLAN APPLICATION
DATE, TIME AND PLACE OF HEARING(S) AND
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CALL 772-288-5495
PROJECT # A046-009


NOTICE OF
DEVELOPMENT APPLICATION
TRADEWINDS OF HOBE SOUND
MAJOR FINAL SITE PLAN APPLICATION
DATE, TIME AND PLACE OF HEARING(S) AND
OTHER INFORMATION AVAILABLE FROM
MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT
CALL 772-288-5495
PROJECT # A046-009

McCarty & Associates
Land Planning and Design LLC
www.McCartyLandPlanning.com
309 SE Osceola Street, Suite 104
Stuart Fl 34994
772-341-9322

June 17, 2020

VIA HAND DELIVERY
Martin County Growth Management Department
Attn: Peter Walden
2401 SE Monterey Road
Stuart, FL 34996

Re: ***Tradewinds of Hobe Sound (A46-009) - Proof of Signage***

Dear Mr. Walden:

This letter is to certify that the above referenced project "notice of proposed development" signage was installed per Martin County requirements. The sign was posted in accordance to and complies with the standards of the notice provisions of Article 10, Section 10.6: Public Notice Requirements.

Michael T. McCarty

6-18-20
Date

State of Florida
County of Martin

Michael T. McCarty, who is personally known to me, who did not take an oath, acknowledged the foregoing instrument before me on 6/18/20.

Grace A. Warner
Notary Public, State of Florida

GRACE A. WARNER
MY COMMISSION # GG 337659
EXPIRES: September 22, 2023
Bonded Thru Notary Public Underwriters

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 FINAL SITE PLAN APPROVAL FOR TRADEWINDS AT HOBE SOUND

WHEREAS, this Board has made the following determinations of fact:

1. Laurel Lane Holdings, LLC, submitted an application for a final site plan for the Tradewinds of Hobe Sound Project, located on lands legally described in Exhibit A, attached hereto.
2. This Board held a public hearing on the application on March 9, 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 final site plan approval for the Tradewinds of Hobe Sound Project is denied because XXXXX.

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 9TH DAY OF March 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
SENIOR ASSISTANT COUNTY ATTORNEY

ATTACHMENTS:

Exhibit A, Legal Description

BCC MEETING DATE: March 9,2021
AGENDA ITEM: PHQJ-1

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners **DATE:** March 2, 2021

VIA: Taryn Kryzda
County Administrator

FROM: Peter Walden, AICP, Principal Planner

REF: 21-0454
SUBJECT: TRADEWINDS OF HOBE SOUND REQUEST FOR MAJOR FINAL SITE PLAN APPROVAL (A046-009)

Pursuant to the proposed developer order:

Developer shall be responsible for acepting applications and obtaining income certification for the required affordable housing units. All forms shall be provided to Martin County Human Services for its review and approval prior to utilization. The completed applications and income certification documentation received by Developer shall be submitted to Martin County Human Services for its review and concurrence on the eligibility of the applicant prior to occupancy of any affordable housing unit by the applicant. In addition, Developer shall file annual reports on a form approved by Martin County Human Services documenting compliance with the affordable housing requirements of Section 4.13A.7.(5), Comprehensive Growth Management Plan. The annual reports will be due starting one (1) year from the date of development order approval. The review of applications and annual reports by Martin County Human Services shall be subject to a fee as established by the Board of County Commissioners.

In order to implement the proposed fee, a resolution amending the existing Development Review Fee Schedule is required. The proposed resolution is attached which would provide for a fee for any affordable housing project that has received a density bonus and is obligated to maintain the affordable housing units. The Martin County Human Services has evaluated the time required to review completed applications, income certification documentation and annual reports and determined that a fee of $35.00 per application and annual report is appropriate.

Staff recommends approval of the attached resolution in addition to the resolution approving the Tradewinds major development final site plan.

Reviewed by County Attorney's Office

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

[REGARDING REVISIONS TO THE DEVELOPMENT REVIEW FEE SCHEDULE]

WHEREAS, the Martin County Land Development Regulations provide that fees for development review shall be established by resolution of the Board of County Commissioners; and

WHEREAS, on March 29, 2016, the Board adopted Resolution 16-3.20 which established the current Development Review Fee Schedule; and

WHEREAS, an additional fee is required in order to implement and insure compliance with Section 4.13A.7.(5), Comprehensive Growth Management Plan, Martin County Code, which authorizes a density bonus for residential projects if a developer commits to providing affordable housing to eligible households as defined by Section 2.4, Comprehensive Growth Management Plan.

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

A. The Development Review Fee Schedule is hereby amended in reference to projects which have received a density bonus pursuant to Section 4.13A.7.(5), Comprehensive Growth Management Plan, Martin County Code to include a review fee of $35.00 per application for the review of applications and income certification for the required affordable housing units. In addition, the Development Review Fee Schedule is hereby amended to include a review fee of $35.00 per annual report.

B. The Growth Management Department is hereby directed and authorized to amend Exhibit A attached to Resolution 16-3.20 to incorporate the affordable housing review fee.

DULY PASSED AND ADOPTED THIS 9th DAY OF MARCH, 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

File ID: 21-0440 PHQJ-2 **Meeting Date:** 3/9/2021

PLACEMENT: Public Hearings - Quasi-Judicial

TITLE:

MCARTHUR GOLF CLUB REZONING REQUEST (M189-007)

EXECUTIVE SUMMARY:

This is a request by McArthur Golf Club, LLC, for a zoning district change from the A-1 , Small Farms District to the RS-5, Low Density Residential District or the most appropriate district. The subject property is approximately 49.4 acres and is located west of and adjacent to the existing McArthur Golf Club in Hobe Sound. Included with the application is a request for a Certificate of Public Facilities Exemption.

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 a zoning district change from the A-1, Small Farms District to the RS-5, Low Density Residential District or the most appropriate district. The subject property is approximately 49.4 acres and is located west of and adjacent to the existing McArthur Golf Club which is accessed at the intersection of SE Osprey Street and SE Federal Hwy in Hobe Sound. Included with the application is a request for a Certificate of Public Facilities Exemption.

The site is part of a revised final plan application for the addition of an 18-hole golf course to the existing McArthur Golf Club and is therefore subject to Sec. 3.402, Land Development Regulations. The existing A-1, Small Farms District is inconsistent with the Low Density future land use designation on the property and is therefore required to rezone to a zoning district consistent with the future land use designation.

The existing McArthur Golf Club has a Low Density future land use designation and a zoning district classification of RM-5, Low Density Residential. Another portion of the property that is the subject of the revised final site plan application and is west of the parcel for which the zoning district change is requested, has a Rural Density future land use designation and a zoning district classification of RE-2A, Rural Estate District Zoning. The requested zoning district change to RS-5 and the existing Low

Density future land use designation permit the proposed golf course development.

The request was scheduled for consideration by the Local Planning Agency on February 18, 2021.

The following supporting documents are attached:
Staff Report
Resolution to Approve
Application Materials
Sample Notice Letter
Legal Ad
Sign Certification
Resolution to Deny

ISSUES:

None

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 to amend the Martin County Zoning Atlas to change the zoning district classification on the subject property from A-1, Small Farms District to RS-5, Low Density Residential District and adopt the resolution of approval.

ALTERNATIVE RECOMMENDATIONS

Move that the Board continue the request for approval of the rezoning to a date certain.

FISCAL IMPACT:

RECOMMENDATION

The applicant has paid the application fee of $1,000.00 and the completeness fee of $290.00.

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
DEVELOPMENT REVIEW

STAFF REPORT

A. Application Information

MCARTHUR WEST GOLF CLUB REZONING

Applicant:	McArthur Golf Club, LLC
Property Owner:	McArthur Golf Club, LLC
Agent for the Applicant:	Lucido and Associates, Morris A. Crady, AICP
County Project Coordinator:	Peter Walden, AICP, Principal Planner
Growth Management Director:	Paul Schilling
Project Number:	M189-007
Application Type and Number:	DEV2020090003
Report Number:	2021_0125_M189-007_Staff_Report_Final
Application Received:	11/25/2020
Transmitted:	12/04/2020
Staff Report:	01/25/2020
LPA Hearing:	02/18/2021
BCC Hearing:	03/09/2021

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B. Project description and analysis

This is a request for zoning district change from the A-1, Small Farms District to the RS-5, Low Density Residential District or the most appropriate district. The subject property is approximately 49.4 acres and is located west of and adjacent to the existing McArthur Golf Club in Hobe Sound. Included with the application is a request for a Certificate of Public Facilities Exemption.

The site is part of a site plan application for the addition of an 18 hole golf course to the existing McArthur Golf Club. The area of the rezoning will be primarily left undeveloped as it consists of mostly wetlands and wetland buffers. The subject site is incorporated into the revised final site plan for the McArthur Golf Club and is therefore subject to Sec. 3.402 Land Development Regulations (LDR). The existing A-1, Small Farms District is inconsistent with the Low Density future land use on the property and is therefore required to rezone to a zoning district consistent with the future land use designation.

The existing McArthur golf club has a Low Density future land use designation and RM-5, Low Density Residential District zoning. The property that is the subject of the new golf course application and west

of the subject property has a Rural Density future land use and RE-2A, Rural Estate District zoning. The requested RS-5 zoning and low density land use permit the proposed golf course development.

There are six (6) standard zoning districts that are available to implement the Industrial land use policies of the CGMP, which are RS-3, RS-4, RS-5, RM-3, RM-4, and RM-5, low density residential districts. In addition to the standard zoning districts, the PUD (Planned Unit Development) District is also available as another option. The PUD District offers more design flexibility to applicants for proposed projects. In exchange the district requires additional benefits to the County and more controls by the County. The applicant is proposing to rezone the property to the RS-5, Low Density Residential District. The following tables compare the permitted uses and the development standards for the available standard zoning districts.

TABLE 3.11.1
PERMITTED USES - CATEGORY "A" AGRICULTURAL AND RESIDENTIAL DISTRICTS

USE CATEGORY	RS3	RS4	RS5	RM3	RM4	RM5
Residential Uses						
Accessory dwelling units						
Apartment hotels						
Mobile homes						
Modular homes	P	P	P	P	P	P
Multifamily dwellings				P	P	P
Single-family detached dwellings	P	P	P	P	P	P
Single-family detached dwellings, if established prior to the effective date of this ordinance						
Townhouse dwellings				P	P	P
Duplex dwellings				P	P	P
Zero lot line single-family dwellings				P	P	P
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						
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
Correctional facilities						
Cultural or civic uses						
Dredge spoil facilities						
Educational institutions	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
Neighborhood boat launches	P	P	P	P	P	P
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
Post offices						
Protective and emergency services	P	P	P	P	P	P
Public libraries	P	P	P	P	P	P
Public parks and recreation areas, active	P	P	P	P	P	P
Public parks and recreation areas, passive	P	P	P	P	P	P
Public vehicle storage and maintenance						
Recycling drop-off centers	P	P	P	P	P	P
Residential care facilities				P	P	P
Residential care facilities, where such use was lawfully established prior to the effective date of this ordinance						
Solar energy facilities (solar farms)						
Solid waste disposal areas						
Utilities	P	P	P	P	P	P
Commercial and Business Uses						
Adult business						

Bed and breakfast inns	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
Construction industry trades						
Construction sales and services						
Family day care	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
Golf driving ranges						
Hotels and motels						
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						
Residential storage facilities						
Restaurants, convenience, with drive through facilities						
Restaurants, convenience without drive through facilities						
Restaurants, general						
Shooting ranges, indoor						
Shooting ranges, outdoor						
Sporting clay course						
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						
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						

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	RS-3	15,000	60	3.00	—	—	30	50	—
A	RS-4	10,000	60	4.00	—	—	30	50	—
A	RS-5	7,500	60	5.00	—	—	30	50	—
A	RM-3	15,000(h)	60(h)	3.00	—	—	40	50	—
A	RM-4	10,000(h)	60(h)	4.00	—	—	40	50	—
A	RM-5	8,500(h)	60(h)	5.00	—	—	40	50	—

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	RS-3	25	25	25	25	10	10	10	10	10	10	10	10
A	RS-4	25	25	25	25	10	10	10	10	10	10	10	10
A	RS-5	25	25	25	25	10	10	10	10	10	10	10	10
A	RM-3	25	25	25	25	10	20	30	40	10	10	20	30

A	RM-4	25	25	25	25	10	20	30	40	10	10	20	30
A	RM-5	25	25	25	25	10	20	30	40	10	10	20	30

Standards for Amendments to the Zoning Atlas

1. The Comprehensive Growth Management Plan (CGMP) states in Chapter 4, Section 4.4: "Goal 4.4 To eliminate or reduce uses of land that are inconsistent with community character or desired future land uses." And, in Objective 4.4A. "To eliminate inconsistencies between the FLUM and the zoning maps and regulations."

2. The Martin County Land Development Regulations (LDR), Article 3, Section 3.2 E.1. provide 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,

   The subject property is designated for Low Density residential land use on the Future Land Use Map (FLUM) of the Comprehensive Growth Management Plan (CGMP). The zoning implementation policies and requirements are contained in Article 3, Zoning Regulations, Land Development Regulations, Martin County Code identify six (6) standard zoning districts, including RS-3, RS-4, RS-5 and RM-3, RM-4 and RM-5 that are available to implement the Low Density future land use classification.

   In addition to the standard zoning districts the PUD (Planned Unit Development) District is

also available as a fourth option. The PUD District offers more design flexibility to applicants for proposed projects in exchange for additional benefits provided to the public and more controls by the County, which is considered concurrently with a proposed site plan. 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) are 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).

The applicant requests a rezoning of the property to the RS-5, Low Density Residential District. The requested zoning district is consistent with the Comprehensive plan policies regarding land use.

b. Whether the proposed amendment is consistent with all applicable provisions of the LDR; and,

There are six (6) standard zoning districts that are available to implement the Low Density residential future land use policies of the CGMP. The applicant has requested the RS-5 Low Density residential district.

The subject property has an area of approximately 49.4 acres and is adjacent to the existing parcel of land with a zoning district designation of RM-5, low density residential district, consistent with the minimum development standards governing the requested RS-5 Zoning District, as shown above in Table 13.12.1. The proposed use of the property and the land development related to it are consistent with the LDR.

The granting of a zoning change by the County does not exempt the applicant from any of the County's Land Development Regulations and no development of the property is proposed as part of this application requesting a rezoning. The applicant must demonstrate full compliance with all regulations prior to any Development Order approval action taken by the County.

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,

As shown in the figures contained in Section E below, the subject property is surrounded by residential land uses and zoning district designations. The development pattern allowed by the requested zoning will be consistent with the pattern of development in the area. The proposed use of a golf course which is permitted in all low density zoning districts is also compatible with development in the area as there are two existing golf courses adjacent to the subject property.

d. Whether and to what extent there are documented changed conditions in the area; and,

The requested zoning district of RS-5 is consistent with the future land use designation and the currently existing development associated with the areas adjacent to, and within proximity of, the subject site. This site is located next to an existing golf course and the proposed development that has occurred historically and recently surrounding the site is in conformance with the Low density land use designated for the area. Any development proposed on the property in conformance with the Low Density future land use designation and RS-5 zoning

district will be required to meet the County development standards. Therefore, the proposed RS-5 zoning is compatible with the existing historical uses and the current contemporaneous development pattern and is appropriate for this property.

e. Whether and to what extent the proposed amendment would result in demands on public facilities; and,

The subject property is located mostly within the Primary Urban Services District of the County. As such, the full range of urban services at service levels established by the CGMP is available or must be made available for any uses that are planned for the property. Water and wastewater services to the site are already provided to the existing site by South Martin Regional Utilities, the regional service provider for this area of the County.

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 land use pattern that has been established and recognized on the Future Land Use Map (FLUM) of the CGMP for development contains residential land uses within proximity to the subject parcel. The rezoning to RS-5, Low Density Residential District, would be consistent with the Low Density Future Land Use provisions and provide the opportunity for the proposed use of the property. This development pattern is well established adjacent to, and within the vicinity of, the subject parcel and the extension of this pattern to the subject property through the assignment of the requested RS-5 zoning district is suitable, contemplated and supported by the CGMP.

g. Consideration of the facts presented at the public hearings.

The subject application requires a public hearing before the Local Planning Agency, who will make a recommendation on the request; and, before the Board of County Commissioners, who will take final action on the request. The two public hearings will provide the public an opportunity to participate in the review and decision-making process.

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
G	Development Review	Peter Walden	219-4923	Comply
H	County Attorney	Krista Storey	288-5443	Review Ongoing
I	Adequate Public Facilities	Peter Walden	219-4923	Exempt

Staff has reviewed this petition for a rezoning of property to the appropriate zoning district designation, has determined that the petition has been submitted and reviewed consistent with the procedural requirements of Article 10 and is in compliance with the substantive provisions of Article 3. Staff recommends approval of this rezoning petition.

D. Review Board action

This application is classified as an amendment to the official zoning atlas. Pursuant to Section 10.3.B., Land Development Regulations (LDR), Martin County, Fla. (2019), a review of this application at a public hearing is required by the Local Planning Agency (LPA), which shall provide a recommendation for the Board's consideration. And, pursuant to Section 10.5.F., LDR, Martin County, Fla. (2019), final action on this request for an amendment to the official zoning map is required by the Board of County Commissioners (BCC) at a public hearing.

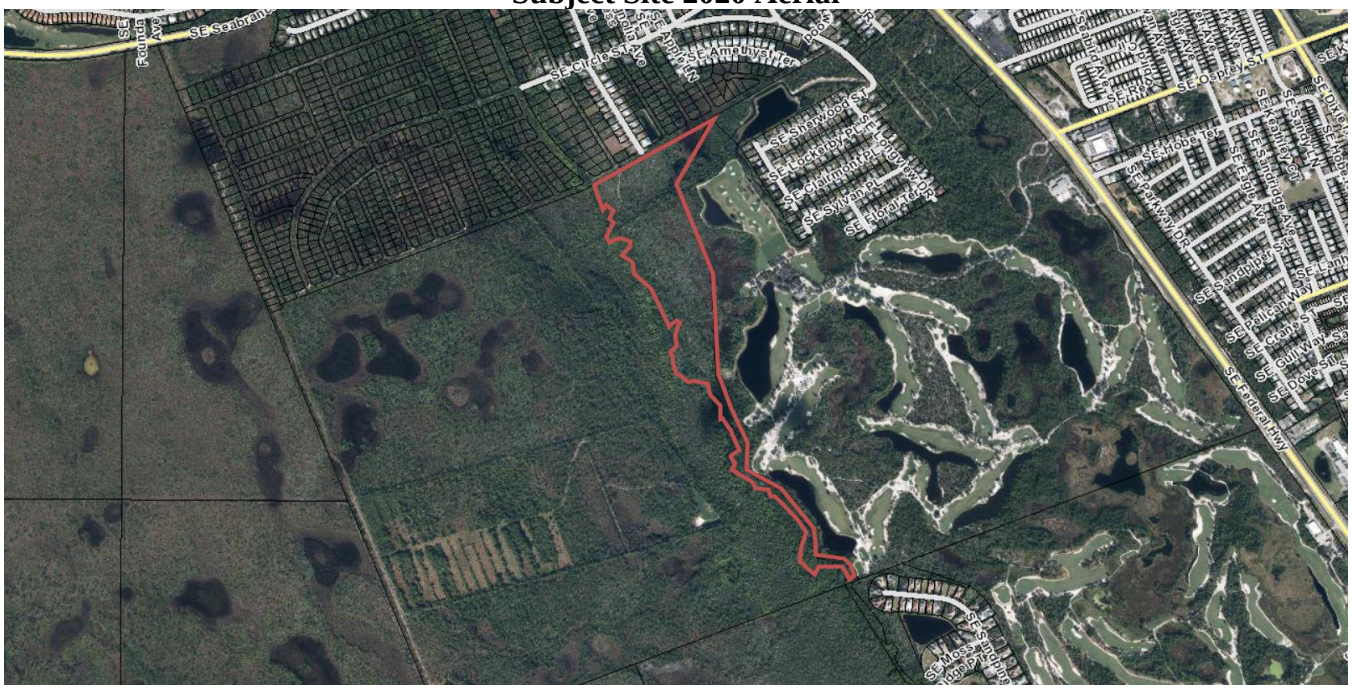
E. Location and site information

Parcel number(s) and address:	34-38-42-000-160-00000-3
Existing Zoning:	A-1, Small Farms District
Future land use:	Low Density
Gross area of site:	49.4 acres

Location Map



Subject Site 2020 Aerial

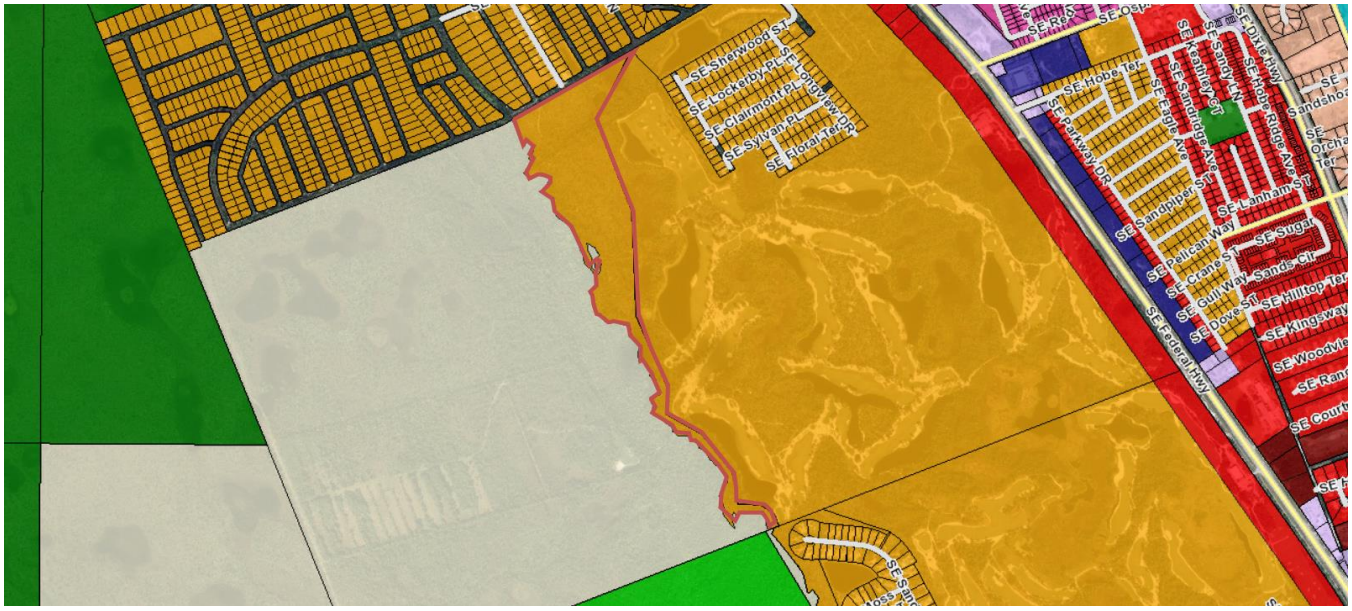


Zoning Atlas Excerpt



Zoning district designations of abutting properties:
To the north: R-2, Single Family District
To the south: RM-5, Low Density Residential District
To the east: RM-5, Low Density Residential District
To the west: RE-2A, Rural Estate District

Future Land Use Map Excerpt



Future land use designations of abutting properties:
To the north: Low Density
To the south: Low Density
To the east: Low Density
To the west: Rural Density

F. Determination of compliance with Comprehensive Growth Management Plan 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 Comprehensive Growth Management Plan requirements issues associated with this application.

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, site design standards, zoning and procedural requirements issues associated with this application.

Additional Information:

Information #1:
Notice Of A Public Hearing
The notice of a public hearing regarding development applications shall be mailed at least 14 calendar days (seven calendar days if the application is being expedited pursuant to section 10.5.E.) prior to the public hearing by the applicant to all owners of real property located within a distance of 500 feet of the boundaries of the affected property. For development parcels which lie outside of or border the primary urban service district, the notification distance shall be increased to 1000 feet. In addition, notice shall be mailed to all homeowner associations, condominium associations and the owners of each condominium

unit within the notice area. MARTIN COUNTY, FLA., LDR, § 10.6.E.1.

Information #2:
Notice(s) of public hearings regarding development applications shall be published at least 14 days prior to the date of the public hearing (seven calendar days if the application is being expedited pursuant to section 10.5.E) in the legal advertisement section of a newspaper of general circulation in Martin County. The applicant shall reimburse the County for the cost(s) of the newspaper ad(s) as a post approval requirement for the application. [Section 10.6.D., LDR, MCC]

H. Determination of compliance with legal requirements - County Attorney's Office

Review Ongoing

I. 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.

J. 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 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 #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.

K. Local, State, and Federal Permits

There are no applicable Local, State and Federal Permits associated with amendments to the County

Zoning Atlas.

L. 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:	$1,000.00	$1,000.00	$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.

M. General application information

Applicant: McArthur Golf Club, LLC
Kevin Murphy, General Manager
6550 SE Osprey Street
Hobe Sound, FL 33455

Agent: Lucido and Associates
Morris A. Crady, AICP
701 SE Ocean Boulevard
Stuart, FL 34994

N. 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

O. Attachments

Prepared By:
Martin County
Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

[space above line provided for recording data]

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 21-

[REGARDING A CHANGE IN ZONING CLASSIFICATION FROM A-1, SMALL FARMS DISTRICT, TO RS-5, LOW DENSITY RESIDENTIAL DISTRICT FOR MCARTHUR GOLF CLUB WITH A CERTIFICATE OF PUBLIC FACILITIES EXEMPTION]

WHEREAS, this Board has made the following determinations of fact:

1. McArthur Golf Club, LLC submitted an application for a change in zoning district classification from the current A-1, Small Farms District to the RS-5, Low Density Residential District, for the property described in Exhibit A, attached hereto.
2. The Local Planning Agency considered the application at a public hearing on February 18, 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 March 9, 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 of the property described in Exhibit A is hereby changed from the A-1, Small Farms District to the RS-5, Low Density Residential District.

B. Pursuant to Section 5.32.B.3.f., Land Development Regulations, Martin County, Fla. (2009), this rezoning action is hereby determined to meet the requirements for a Certificate of Public Facilities Exemption.

C. Pursuant to Policy 14.1C.5.(2), Comprehensive Growth Management Plan, Martin County, Fla. (2016), 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. 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 9TH DAY OF MARCH, 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
SENIOR ASSISTANT COUNTY ATTORNEY

ATTACHMENTS:

Exhibit A, Legal Description

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF THE GOMEZ GRANT, MARTIN COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE AT THE SOUTHWESTERLY CORNER OF THE PLAT OF POINCIANA GARDENS, SECTIONS 3 AND 4, AS RECORDED IN PLAT BOOK 2, PAGE 105 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AS MARKED BY A 5/8" IRON ROD AND CAP STAMPED "PLS#3336" LYING ON THE WEST LINE OF THE GOMEZ GRANT; THENCE NORTH 68°02'44" EAST ALONG THE SOUTH LINE OF SAID PLAT, A DISTANCE OF 140.10 FEET TO A 5/8" IRON ROD AND CAP STAMPED "PLS#3336"; THENCE DEPARTING SAID SOUTH LINE, NORTH 22°01'33" WEST, A DISTANCE OF 50.11 FEET TO A 5/8" IRON ROD AND CAP ON THE SOUTH RIGHT-OF-WAY LINE OF EVERGLADES DRIVE PER PLAT BOOK 2, PAGE 105; THENCE NORTH 68°01'35" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 3434.01 FEET TO A 5/8" IRON ROD AND CAP STAMPED "PLS#3336"; THENCE NORTH 58°51'29" EAST, A DISTANCE OF 117.83 FEET TO THE POINT OF BEGINNING: THENCE NORTH 58°51'29" EAST, A DISTANCE OF 1460.18 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 7217"; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 24°47'38" WEST, A DISTANCE OF 843.08 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 21°42'06" EAST, A DISTANCE OF 1048.96 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 03°05'54" EAST, A DISTANCE OF 1136.69 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 24°24'04" EAST, A DISTANCE OF 701.41 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 22°13'06" EAST, A DISTANCE OF 151.79 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 03°03'18" WEST, A DISTANCE OF 276.57 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 61°00'42" EAST, A DISTANCE OF 431.63 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 39°09'04" EAST, A DISTANCE OF 531.05 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 09°18'40" EAST, A DISTANCE OF 343.16 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 88°08'00" EAST, A DISTANCE OF 242.38 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 57°57'38" EAST, A DISTANCE OF 169.69 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 7217"; THENCE SOUTH 22°02'51" EAST, A DISTANCE OF 142.62 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 67°57'30" WEST, A DISTANCE OF 121.74 FEET; THENCE NORTH 22°02'34" WEST, A DISTANCE OF 44.68 FEET; THENCE NORTH 00°30'27" EAST, A DISTANCE OF 93.50 FEET; THENCE NORTH 59°56'18" WEST, A DISTANCE OF 54.94 FEET; THENCE NORTH 55°28'37" WEST, A DISTANCE OF 46.48 FEET; THENCE SOUTH 79°54'35" WEST, A DISTANCE OF 37.04 FEET; THENCE NORTH 87°58'13" WEST, A DISTANCE OF 92.21 FEET; THENCE NORTH 75°34'45" WEST, A DISTANCE OF 33.86 FEET; THENCE SOUTH 59°29'20" WEST, A DISTANCE OF 87.14 FEET; THENCE NORTH 38°26'51" WEST, A DISTANCE OF 43.68 FEET; THENCE SOUTH 17°13'55" WEST, A DISTANCE OF 69.67 FEET; THENCE SOUTH 18°29'14" EAST, A DISTANCE OF 121.15 FEET; THENCE NORTH 44°26'48" WEST, A DISTANCE OF 66.48 FEET; THENCE NORTH 37°25'11" WEST, A

CONTINUED TO SHEET 3

LEGAL DESCRIPTION (CONTINUED)

CONTINUED FROM SHEET 2

DISTANCE OF 133.14 FEET; THENCE NORTH 04°57'23" EAST, A DISTANCE OF 64.60 FEET; THENCE NORTH 10°32'55" WEST, A DISTANCE OF 42.82 FEET; THENCE NORTH 26°36'50" WEST, A DISTANCE OF 65.06 FEET; THENCE NORTH 23°26'38" WEST, A DISTANCE OF 40.16 FEET; THENCE NORTH 26°15'28" EAST, A DISTANCE OF 120.38 FEET; THENCE NORTH 42°10'09" EAST, A DISTANCE OF 44.63 FEET; THENCE NORTH 09°20'47" WEST, A DISTANCE OF 41.20 FEET; THENCE NORTH 24°06'20" WEST, A DISTANCE OF 85.19 FEET; THENCE NORTH 39°08'31" WEST, A DISTANCE OF 68.91 FEET; THENCE NORTH 61°28'40" WEST, A DISTANCE OF 49.29 FEET; THENCE NORTH 36°49'06" WEST, A DISTANCE OF 31.62 FEET; THENCE NORTH 48°22'19" WEST, A DISTANCE OF 56.78 FEET; THENCE NORTH 26°02'12" WEST, A DISTANCE OF 85.40 FEET; THENCE NORTH 60°00'30" WEST, A DISTANCE OF 83.66 FEET; THENCE NORTH 19°05'01" WEST, A DISTANCE OF 71.26 FEET; THENCE NORTH 86°14'57" WEST, A DISTANCE OF 59.05 FEET; THENCE NORTH 34°13'35" WEST, A DISTANCE OF 75.99 FEET; THENCE SOUTH 87°00'16" WEST, A DISTANCE OF 104.03 FEET; THENCE NORTH 50°08'45" WEST, A DISTANCE OF 72.57 FEET; THENCE NORTH 10°09'22" WEST, A DISTANCE OF 47.80 FEET; THENCE NORTH 56°29'44" WEST, A DISTANCE OF 74.98 FEET; THENCE NORTH 49°20'22" WEST, A DISTANCE OF 46.53 FEET; THENCE NORTH 60°15'41" WEST, A DISTANCE OF 104.44 FEET; THENCE NORTH 20°37'46" WEST, A DISTANCE OF 58.99 FEET; THENCE NORTH 15°24'25" EAST, A DISTANCE OF 44.95 FEET; THENCE NORTH 28°22'50" WEST, A DISTANCE OF 53.68 FEET; THENCE NORTH 29°22'10" EAST, A DISTANCE OF 56.08 FEET; THENCE NORTH 63°47'40" EAST, A DISTANCE OF 76.13 FEET; THENCE NORTH 03°00'52" EAST, A DISTANCE OF 32.78 FEET; THENCE NORTH 45°38'38" WEST, A DISTANCE OF 34.17 FEET; THENCE NORTH 23°30'28" WEST, A DISTANCE OF 55.42 FEET; THENCE NORTH 05°37'29" WEST, A DISTANCE OF 49.70 FEET; THENCE NORTH 60°28'05" WEST, A DISTANCE OF 80.38 FEET; THENCE NORTH 31°44'35" EAST, A DISTANCE OF 40.37 FEET; THENCE NORTH 48°12'15" WEST, A DISTANCE OF 50.34 FEET; THENCE NORTH 10°57'36" WEST, A DISTANCE OF 59.79 FEET; THENCE NORTH 61°59'37" WEST, A DISTANCE OF 59.76 FEET; THENCE SOUTH 59°50'12" WEST, A DISTANCE OF 26.54 FEET; THENCE NORTH 15°01'32" WEST, A DISTANCE OF 54.57 FEET; THENCE NORTH 14°02'59" WEST, A DISTANCE OF 39.29 FEET; THENCE NORTH 14°42'56" EAST, A DISTANCE OF 53.58 FEET; THENCE NORTH 24°19'12" EAST, A DISTANCE OF 37.22 FEET; THENCE NORTH 45°37'41" WEST, A DISTANCE OF 119.93 FEET; THENCE NORTH 14°36'04" WEST, A DISTANCE OF 79.63 FEET; THENCE NORTH 09°07'22" WEST, A DISTANCE OF 55.72 FEET; THENCE NORTH 73°51'05" WEST, A DISTANCE OF 128.10 FEET; THENCE NORTH 66°55'23" WEST, A DISTANCE OF 49.15 FEET; THENCE SOUTH 80°36'51" WEST, A DISTANCE OF 42.66 FEET; THENCE NORTH 89°16'39" WEST, A DISTANCE OF 48.70 FEET; THENCE NORTH 38°59'39" WEST, A DISTANCE OF 89.84 FEET; THENCE NORTH 77°32'59" WEST, A DISTANCE OF 49.73 FEET; THENCE NORTH 09°40'02" WEST, A DISTANCE OF 66.68 FEET; THENCE NORTH 18°39'11" WEST, A DISTANCE OF 88.65 FEET; THENCE NORTH 06°16'36" EAST, A DISTANCE OF 33.96 FEET; THENCE NORTH 33°09'23" WEST, A DISTANCE OF 61.12 FEET; THENCE NORTH 50°56'41" EAST, A DISTANCE OF 71.65 FEET; THENCE NORTH 04°00'30" EAST, A DISTANCE OF 87.30 FEET; THENCE NORTH 15°13'12" WEST, A DISTANCE OF 68.20 FEET; THENCE

CONTINUED ON PAGE 4

LEGAL DESCRIPTION (CONTINUED)

CONTINUED FROM SHEET 3

NORTH 33°10'43" WEST, A DISTANCE OF 65.47 FEET; THENCE NORTH 51°14'33" WEST, A DISTANCE OF 85.39 FEET; THENCE NORTH 07°17'50" WEST, A DISTANCE OF 80.22 FEET; THENCE NORTH 26°00'20" WEST, A DISTANCE OF 77.12 FEET; THENCE NORTH 18°21'26" WEST, A DISTANCE OF 137.09 FEET; THENCE NORTH 29°48'47" WEST, A DISTANCE OF 111.56 FEET; THENCE NORTH 34°12'53" WEST, A DISTANCE OF 57.78 FEET; THENCE NORTH 57°22'43" WEST, A DISTANCE OF 101.29 FEET; THENCE NORTH 47°58'33" WEST, A DISTANCE OF 60.73 FEET; THENCE NORTH 11°11'23" WEST, A DISTANCE OF 79.90 FEET; THENCE NORTH 22°35'40" WEST, A DISTANCE OF 50.79 FEET; THENCE NORTH 01°55'41" WEST, A DISTANCE OF 66.89 FEET; THENCE NORTH 73°20'23" WEST, A DISTANCE OF 62.43 FEET; THENCE NORTH 59°16'04" WEST, A DISTANCE OF 91.43 FEET; THENCE NORTH 46°50'24" EAST, A DISTANCE OF 118.06 FEET; THENCE NORTH 05°04'45" EAST, A DISTANCE OF 77.78 FEET; THENCE NORTH 81°08'39" WEST, A DISTANCE OF 131.17 FEET; THENCE SOUTH 54°34'30" WEST, A DISTANCE OF 86.91 FEET; THENCE NORTH 45°07'38" WEST, A DISTANCE OF 92.63 FEET; THENCE NORTH 35°32'32" EAST, A DISTANCE OF 147.24 FEET; THENCE NORTH 36°28'26" WEST, A DISTANCE OF 58.20 FEET; THENCE NORTH 36°49'55" EAST, A DISTANCE OF 47.53 FEET; THENCE NORTH 25°50'55" EAST, A DISTANCE OF 48.64 FEET; THENCE NORTH 04°06'35" WEST, A DISTANCE OF 41.25 FEET; THENCE NORTH 49°48'47" WEST, A DISTANCE OF 90.45 FEET; THENCE SOUTH 26°22'50" WEST, A DISTANCE OF 66.50 FEET; THENCE NORTH 22°59'32" WEST, A DISTANCE OF 178.46 FEET; THENCE NORTH 24°55'41" WEST, A DISTANCE OF 153.96 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EVERGLADES DRIVE PER SAID PLAT BOOK 2, PAGE 105 AND THE POINT OF BEGINNING.

CONTAINING: 49.40 ACRES, MORE OR LESS.

lucido&associates

November 19, 2020 HAND DELIVERY

Paul Schilling, Director
Martin County Growth Management Department
2401 SE Monterey Road
Stuart, FL 34996

Re: McArthur Golf Club, LLC – Mandatory Rezoning Application with Certificate of Public Facilities Exemption (Our ref. #20-165)

Dear Paul:

We are pleased to submit this application for a mandatory rezoning from A-2 to RS-5. As more specifically described in the enclosed project narrative, the approximately 49-acre tract is designated for Low Density future land use and zoned A-2. To bring the zoning into conformity with the future land use designation, a mandatory rezoning to RS-5 is required.

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:

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 McArthur Golf Club, LLC;
7. The no transfer statement;
8. The sketch and legal description;
9. Aerial map;
10. Parcel assessment map;
11. Future land use map; and
12. Zoning map.

The list of surrounding property owners will be provided prior to the public hearing.

Upon a determination of completeness, we will submit the mandatory application fee in the amount of $1,000.00.

Please feel free to contact me or my assistant, Shirley Lyders, if you have any questions or comments.

Sincerely,

Morris A. Crady, AICP
Senior Vice President

Lucido & Associates 701 SE 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

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

A. GENERAL INFORMATION

Type of Application: Zoning Change

Name or Title of Proposed Project: McArthur West Golf Club

Brief Project Description:

See project narrative

Was a Pre-Application Held? ☐ **YES/NO** ☐ **Pre-Application Meeting Date:** _____

Is there Previous Project Information? ☑ **YES/NO** ☐

Previous Project Number if applicable: M189

Previous Project Name if applicable: _____

Parcel Control Number(s)

34-38-42-000-160-00000-3

B. PROPERTY OWNER INFORMATION

Owner (Name or Company): McArthur Golf Club, LLC

Company Representative: Kevin Murphy, General Manager

Address: 6550 SE Osprey Street

City: Hobe Sound, State: FL Zip: 33455

Phone: _____ Email: _____

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): None
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): _____
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Surveyor (Name or Company): Northstar Geomatics, Inc.
Company Representative: Gregory S. Fleming, P.S.M.
Address: PO Box 2371
City: Stuart, State: FL Zip: 34995
Phone: 772 781-6400 ext 101 Email: Gregf@nsgeo.com

Civil Engineer (Name or Company): _____
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

PROJECT PROFESSIONALS CONTINUED

Traffic Engineer (Name or Company): _____
Company Representative: _____
Address: _____
City: _____, State:_____ Zip: _____
Phone: _____ Email: _____

Architect (Name or Company): _____
Company Representative: _____
Address: _____
City: _____, State:_____ Zip: _____
Phone: _____ Email: _____

Attorney (Name or Company): _____
Company Representative: _____
Address: _____
City: _____, State:_____ Zip: _____
Phone: _____ Email: _____

Environmental Planner (Name or Company): _____
Company Representative: _____
Address: _____
City: _____, State:_____ Zip: _____
Phone: _____ Email: _____

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

11-19-20
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 by means of [✓] physical presence or [ ] online notarization this 19th **day of** November **2020,**

by Morris A. Crady.

He X **is personally known to me or** ___ **has produced** _____ **as identification.**

Shirley Lyders
Notary Public Signature

Printed name

SHIRLEY LYDERS
Commission # GG 935991
Expires March 31, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

STATE OF: FLORIDA **at-large**

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 McArthur Golf Club mandatory rezoning application 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

11-19-20
Date

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA **COUNTY OF: MARTIN**

I hereby certify that the foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 19th day of November, 20 20, by Morris A. Crady.

He or She ✓ is personally known to me or ___ has produced _____ as identification.

Printed name

Notary Public Signature

SHIRLEY LYDERS
Commission # GG 935991
Expires March 31, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

STATE OF: FLORIDA **at-large**

lucido&associates

PROJECT NARRATIVE

McArthur Golf Club, LLC
Mandatory Rezoning from A-2 to RS-5
November 18, 2020

Existing Property Characteristics

The subject property is approximately 49.4 acres and located in Hobe Sound, Florida, west of the existing McArthur Golf Club, which is an existing 18-hole private golf club located on the west side of US-1 at the US-1/Osprey Street intersection. The site, which is under the same ownership as the adjoining McArthur Golf Club, is designated for Low Density future land use and is currently zoned A-2, Small Farms District.

The site is part of an adjoining 500-acre tract to the west that is designated for Rural Density and zoned RE-2A. These tracts have been submitted as part of a revised final site plan application to allow development of an additional 18-hole golf course to be added as an accessory use to the existing McArthur Golf Club.

The existing McArthur Golf Club, which is located to the east of the subject property is designated for Low Density future land use and zoned RM-5. Poinciana Gardens single family subdivision, which is located to the north, is designated for Low Density future land use and zoned R-2 (Single Family with a minimum lot size of 7,500). The property to the south is adjacent to conservation land within the Atlantic Ridge Preserve State Park and the Medalist Golf Club.

Legal access to the property is through the unopened public rights of-way in Poinciana Gardens.

Proposed Rezoning

The existing A-2 zoning district is inconsistent with the Low Density future land use. To maintain consistency with the land development code and the Comprehensive Plan, a mandatory rezoning from A-2 to RS-5 is required. The proposed RS-5 zoning is also appropriate because the minimum lot size of 7,500 sf is consistent with the adjacent Poinciana Gardens subdivision and allows a golf course as a permitted use, which is the intended use.

Lucido & Associates 701 SE Ocean Boulevard Stuart, Florida 34994
tel: 772.220.2100 fax: 772.223.0220 web: www.lucidodesign.com

McArthur Golf Club, LLC
6550 SE Osprey Street
Hobe Sound, FL 33455

November 3, 2020

Paul Schilling, Director
Martin County Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

Re: McArthur Golf Club - Rezoning Application
PCN: 34-38-42-000-160-00000-3

Dear Mr. Schilling:

As owner of the property referenced above, please consider this correspondence formal authorization for Lucido & Associates to represent McArthur Golf Club, LLC during the governmental review process of the application.

Sincerely,

Kevin Murphy, General Manager

STATE OF Florida
COUNTY OF Martin

The foregoing was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 4th day of November, 2020, by Kevin Murphy who [X] is personally known to me or [ ] has produced _____ as identification.

NOTARY PUBLIC
My Commission Expires:
8/16/24

(Notarial Seal)

Notary Public State of Florida
Kristin D. Oppito
My Commission HH 032533
Expires 08/16/2024

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**
McArthur Golf Club, LLC	6550 SE Osprey Street Hobe Sound, FL 33455

(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**
McArthur Golf Club, LLC	6550 SE Osprey Street Hobe Sound, FL 33455	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
None		

(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 *
M189-006	McArthur Golf Club, LLC	10-1-20	Revised final site plan	Pending

(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

Kevin Murphy, General Manager
McArthur Golf Club, LLC

STATE OF FLORIDA
COUNTY OF Martin

The foregoing Disclosure of Interest Affidavit was sworn to, affirmed and subscribed before me by means of [✓] physical presence or [ ] online notarization, this 4th day of November 2020, by Kevin Murphy, who is personally known to me or have produced _____ as identification.

Notary Public State of Florida
Kristin D. Oppito
My Commission HH 032533
Expires 08/16/2024

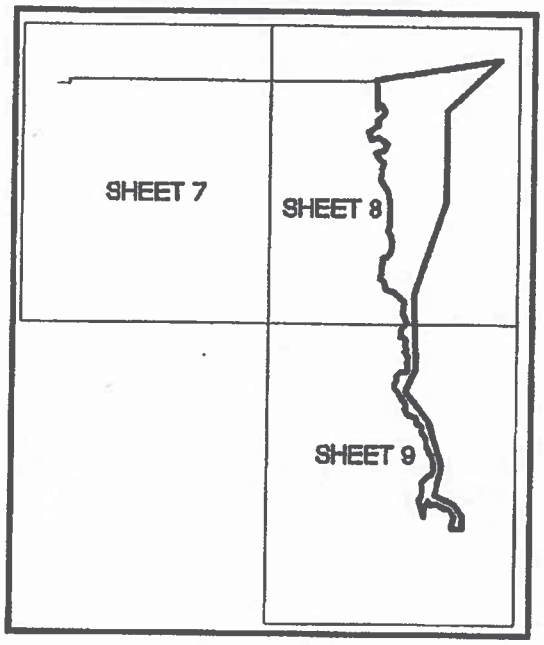
(Notary Seal)

Notary Public, State of Florida
Print Name: Kristin D. Oppito
My Commission Expires: 8/16/2024

Exhibit "A"
(Disclosure of Interest and Affidavit)
(Legal Description)

ATTACHMENT A

OVERALL MAP



NOTES

1. HORIZONTAL RELATIONSHIPS & BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE GRID, EAST ZONE, USING THE NORTH AMERICAN DATUM OF 1983 WITH THE 1999 ADJUSTMENT (NAD 83–99) AND WERE ESTABLISHED USING NATIONAL GEODETIC SURVEY ROD "L 517" (PID #AJ5619) HAVING PUBLISHED NAD 83 VALUES OF NORTHING = 1,006,100.03 EASTING = 929,459.99, AND AN EAST LINE OF MCARTHUR WEST BEARING S 03°05'37" E.
2. THIS SKETCH AND LEGAL DESCRIPTION IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 61G17–6, FLORIDA ADMINISTRATIVE CODE.
NORTHSTAR GEOMATICS, INC.

Gregory S. Fleming
Professional Surveyor & Mapper
Florida Registration No. 4350

JUNE 11, 2008
Date

NORTHSTAR GEOMATICS
900 EAST OCEAN BOULEVARD, SUITE 140
PO BOX 2371, STUART, FLORIDA 34995
(772)781-6400 (772)781-6462 FAX
LICENSED BUSINESS NO. 7217

SKETCH AND DESCRIPTION
"MCARTHUR WEST"
EASTERN RESERVATION AREA
LYING IN A PORTION OF THE GOMEZ GRANT
MARTIN COUNTY, FLORIDA

SHEET NO. 1
OF 9
PROJECT # 06-089SD_RES

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF THE GOMEZ GRANT, MARTIN COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE AT THE SOUTHWESTERLY CORNER OF THE PLAT OF POINCIANA GARDENS, SECTIONS 3 AND 4, AS RECORDED IN PLAT BOOK 2, PAGE 105 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AS MARKED BY A 5/8" IRON ROD AND CAP STAMPED "PLS#3336" LYING ON THE WEST LINE OF THE GOMEZ GRANT; THENCE NORTH 68°02'44" EAST ALONG THE SOUTH LINE OF SAID PLAT, A DISTANCE OF 140.10 FEET TO A 5/8" IRON ROD AND CAP STAMPED "PLS#3336"; THENCE DEPARTING SAID SOUTH LINE, NORTH 22°01'33" WEST, A DISTANCE OF 50.11 FEET TO A 5/8" IRON ROD AND CAP ON THE SOUTH RIGHT-OF-WAY LINE OF EVERGLADES DRIVE PER PLAT BOOK 2, PAGE 105; THENCE NORTH 68°01'35" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 3434.01 FEET TO A 5/8" IRON ROD AND CAP STAMPED "PLS#3336"; THENCE NORTH 58°51'29" EAST, A DISTANCE OF 117.83 FEET TO THE POINT OF BEGINNING: THENCE NORTH 58°51'29" EAST, A DISTANCE OF 1460.18 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 7217"; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 24°47'38" WEST, A DISTANCE OF 843.08 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 21°42'06" EAST, A DISTANCE OF 1048.96 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 03°05'54" EAST, A DISTANCE OF 1136.69 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 24°24'04" EAST, A DISTANCE OF 701.41 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 22°13'06" EAST, A DISTANCE OF 151.79 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 03°03'18" WEST, A DISTANCE OF 276.57 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 61°00'42" EAST, A DISTANCE OF 431.63 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 39°09'04" EAST, A DISTANCE OF 531.05 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 09°18'40" EAST, A DISTANCE OF 343.16 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 88°08'00" EAST, A DISTANCE OF 242.38 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 57°57'38" EAST, A DISTANCE OF 169.69 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 7217"; THENCE SOUTH 22°02'51" EAST, A DISTANCE OF 142.62 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 67°57'30" WEST, A DISTANCE OF 121.74 FEET; THENCE NORTH 22°02'34" WEST, A DISTANCE OF 44.68 FEET; THENCE NORTH 00°30'27" EAST, A DISTANCE OF 93.50 FEET; THENCE NORTH 59°56'18" WEST, A DISTANCE OF 54.94 FEET; THENCE NORTH 55°28'37" WEST, A DISTANCE OF 46.48 FEET; THENCE SOUTH 79°54'35" WEST, A DISTANCE OF 37.04 FEET; THENCE NORTH 87°58'13" WEST, A DISTANCE OF 92.21 FEET; THENCE NORTH 75°34'45" WEST, A DISTANCE OF 33.86 FEET; THENCE SOUTH 59°29'20" WEST, A DISTANCE OF 87.14 FEET; THENCE NORTH 38°26'51" WEST, A DISTANCE OF 43.68 FEET; THENCE SOUTH 17°13'55" WEST, A DISTANCE OF 69.67 FEET; THENCE SOUTH 18°29'14" EAST, A DISTANCE OF 121.15 FEET; THENCE NORTH 44°26'48" WEST, A DISTANCE OF 66.48 FEET; THENCE NORTH 37°25'11" WEST, A

CONTINUED TO SHEET 3

NORTHSTAR GEOMATICS
900 EAST OCEAN BOULEVARD, SUITE 140
PO BOX 2371, STUART, FLORIDA 34995
(772)781-6400 (772)781-6462 FAX
LICENSED BUSINESS NO. 7217

SKETCH AND DESCRIPTION
"MCARTHUR WEST"
EASTERN RESERVATION AREA
LYING IN A PORTION OF THE GOMEZ GRANT
MARTIN COUNTY, FLORIDA

SHEET NO. 2
OF 9
PROJECT # 06-089SD_RES

LEGAL DESCRIPTION (CONTINUED)

CONTINUED FROM SHEET 2

DISTANCE OF 133.14 FEET; THENCE NORTH 04°57'23" EAST, A DISTANCE OF 64.60 FEET; THENCE NORTH 10°32'55" WEST, A DISTANCE OF 42.82 FEET; THENCE NORTH 26°36'50" WEST, A DISTANCE OF 65.06 FEET; THENCE NORTH 23°26'38" WEST, A DISTANCE OF 40.16 FEET; THENCE NORTH 26°15'28" EAST, A DISTANCE OF 120.38 FEET; THENCE NORTH 42°10'09" EAST, A DISTANCE OF 44.63 FEET; THENCE NORTH 09°20'47" WEST, A DISTANCE OF 41.20 FEET; THENCE NORTH 24°06'20" WEST, A DISTANCE OF 85.19 FEET; THENCE NORTH 39°08'31" WEST, A DISTANCE OF 68.91 FEET; THENCE NORTH 61°28'40" WEST, A DISTANCE OF 49.29 FEET; THENCE NORTH 36°49'06" WEST, A DISTANCE OF 31.62 FEET; THENCE NORTH 48°22'19" WEST, A DISTANCE OF 56.78 FEET; THENCE NORTH 26°02'12" WEST, A DISTANCE OF 85.40 FEET; THENCE NORTH 60°00'30" WEST, A DISTANCE OF 83.66 FEET; THENCE NORTH 19°05'01" WEST, A DISTANCE OF 71.26 FEET; THENCE NORTH 86°14'57" WEST, A DISTANCE OF 59.05 FEET; THENCE NORTH 34°13'35" WEST, A DISTANCE OF 75.99 FEET; THENCE SOUTH 87°00'16" WEST, A DISTANCE OF 104.03 FEET; THENCE NORTH 50°08'45" WEST, A DISTANCE OF 72.57 FEET; THENCE NORTH 10°09'22" WEST, A DISTANCE OF 47.80 FEET; THENCE NORTH 56°29'44" WEST, A DISTANCE OF 74.98 FEET; THENCE NORTH 49°20'22" WEST, A DISTANCE OF 46.53 FEET; THENCE NORTH 60°15'41" WEST, A DISTANCE OF 104.44 FEET; THENCE NORTH 20°37'46" WEST, A DISTANCE OF 58.99 FEET; THENCE NORTH 15°24'25" EAST, A DISTANCE OF 44.95 FEET; THENCE NORTH 28°22'50" WEST, A DISTANCE OF 53.68 FEET; THENCE NORTH 29°22'10" EAST, A DISTANCE OF 56.08 FEET; THENCE NORTH 63°47'40" EAST, A DISTANCE OF 76.13 FEET; THENCE NORTH 03°00'52" EAST, A DISTANCE OF 32.78 FEET; THENCE NORTH 45°38'38" WEST, A DISTANCE OF 34.17 FEET; THENCE NORTH 23°30'28" WEST, A DISTANCE OF 55.42 FEET; THENCE NORTH 05°37'29" WEST, A DISTANCE OF 49.70 FEET; THENCE NORTH 60°28'05" WEST, A DISTANCE OF 80.38 FEET; THENCE NORTH 31°44'35" EAST, A DISTANCE OF 40.37 FEET; THENCE NORTH 48°12'15" WEST, A DISTANCE OF 50.34 FEET; THENCE NORTH 10°57'36" WEST, A DISTANCE OF 59.79 FEET; THENCE NORTH 61°59'37" WEST, A DISTANCE OF 59.76 FEET; THENCE SOUTH 59°50'12" WEST, A DISTANCE OF 26.54 FEET; THENCE NORTH 15°01'32" WEST, A DISTANCE OF 54.57 FEET; THENCE NORTH 14°02'59" WEST, A DISTANCE OF 39.29 FEET; THENCE NORTH 14°42'56" EAST, A DISTANCE OF 53.58 FEET; THENCE NORTH 24°19'12" EAST, A DISTANCE OF 37.22 FEET; THENCE NORTH 45°37'41" WEST, A DISTANCE OF 119.93 FEET; THENCE NORTH 14°36'04" WEST, A DISTANCE OF 79.63 FEET; THENCE NORTH 09°07'22" WEST, A DISTANCE OF 55.72 FEET; THENCE NORTH 73°51'05" WEST, A DISTANCE OF 128.10 FEET; THENCE NORTH 66°55'23" WEST, A DISTANCE OF 49.15 FEET; THENCE SOUTH 80°36'51" WEST, A DISTANCE OF 42.66 FEET; THENCE NORTH 89°16'39" WEST, A DISTANCE OF 48.70 FEET; THENCE NORTH 38°59'39" WEST, A DISTANCE OF 89.84 FEET; THENCE NORTH 77°32'59" WEST, A DISTANCE OF 49.73 FEET; THENCE NORTH 09°40'02" WEST, A DISTANCE OF 66.68 FEET; THENCE NORTH 18°39'11" WEST, A DISTANCE OF 88.65 FEET; THENCE NORTH 06°16'36" EAST, A DISTANCE OF 33.96 FEET; THENCE NORTH 33°09'23" WEST, A DISTANCE OF 61.12 FEET; THENCE NORTH 50°56'41" EAST, A DISTANCE OF 71.65 FEET; THENCE NORTH 04°00'30" EAST, A DISTANCE OF 87.30 FEET; THENCE NORTH 15°13'12" WEST, A DISTANCE OF 68.20 FEET; THENCE

CONTINUED ON PAGE 4

NORTHSTAR GEOMATICS
900 EAST OCEAN BOULEVARD, SUITE 140
PO BOX 2371, STUART, FLORIDA 34995
(772)781-6400 (772)781-6462 FAX
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SKETCH AND DESCRIPTION
"MCARTHUR WEST"
EASTERN RESERVATION AREA
LYING IN A PORTION OF THE GOMEZ GRANT
MARTIN COUNTY, FLORIDA

LEGAL DESCRIPTION (CONTINUED)

CONTINUED FROM SHEET 3

NORTH 33°10'43" WEST, A DISTANCE OF 65.47 FEET; THENCE NORTH 51°14'33" WEST, A DISTANCE OF 85.39 FEET; THENCE NORTH 07°17'50" WEST, A DISTANCE OF 80.22 FEET; THENCE NORTH 26°00'20" WEST, A DISTANCE OF 77.12 FEET; THENCE NORTH 18°21'26" WEST, A DISTANCE OF 137.09 FEET; THENCE NORTH 29°48'47" WEST, A DISTANCE OF 111.56 FEET; THENCE NORTH 34°12'53" WEST, A DISTANCE OF 57.78 FEET; THENCE NORTH 57°22'43" WEST, A DISTANCE OF 101.29 FEET; THENCE NORTH 47°58'33" WEST, A DISTANCE OF 60.73 FEET; THENCE NORTH 11°11'23" WEST, A DISTANCE OF 79.90 FEET; THENCE NORTH 22°35'40" WEST, A DISTANCE OF 50.79 FEET; THENCE NORTH 01°55'41" WEST, A DISTANCE OF 66.89 FEET; THENCE NORTH 73°20'23" WEST, A DISTANCE OF 62.43 FEET; THENCE NORTH 59°16'04" WEST, A DISTANCE OF 91.43 FEET; THENCE NORTH 46°50'24" EAST, A DISTANCE OF 118.06 FEET; THENCE NORTH 05°04'45" EAST, A DISTANCE OF 77.78 FEET; THENCE NORTH 81°08'39" WEST, A DISTANCE OF 131.17 FEET; THENCE SOUTH 54°34'30" WEST, A DISTANCE OF 86.91 FEET; THENCE NORTH 45°07'38" WEST, A DISTANCE OF 92.63 FEET; THENCE NORTH 35°32'32" EAST, A DISTANCE OF 147.24 FEET; THENCE NORTH 36°28'26" WEST, A DISTANCE OF 58.20 FEET; THENCE NORTH 36°49'55" EAST, A DISTANCE OF 47.53 FEET; THENCE NORTH 25°50'55" EAST, A DISTANCE OF 48.64 FEET; THENCE NORTH 04°06'35" WEST, A DISTANCE OF 41.25 FEET; THENCE NORTH 49°48'47" WEST, A DISTANCE OF 90.45 FEET; THENCE SOUTH 26°22'50" WEST, A DISTANCE OF 66.50 FEET; THENCE NORTH 22°59'32" WEST, A DISTANCE OF 178.46 FEET; THENCE NORTH 24°55'41" WEST, A DISTANCE OF 153.96 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EVERGLADES DRIVE PER SAID PLAT BOOK 2, PAGE 105 AND THE POINT OF BEGINNING.

CONTAINING: 49.40 ACRES, MORE OR LESS.

NORTHSTAR GEOMATICS
900 EAST OCEAN BOULEVARD, SUITE 140
PO BOX 2371, STUART, FLORIDA 34995
(772)781-6400 (772)781-6462 FAX
LICENSED BUSINESS NO. 7217

SKETCH AND DESCRIPTION
"MCARTHUR WEST"
EASTERN RESERVATION AREA
LYING IN A PORTION OF THE GOMEZ GRANT
MARTIN COUNTY, FLORIDA

LINE TABLE (CONTINUED ON SHEET 6)

LINE TABLE		
LINE	LENGTH	BEARING
L1	140.10'	N68°02'44"E
L2	50.11'	N22°01'33"W
L3	117.83'	N58°51'29"E
L4	153.96'	N24°55'41"W
L5	178.46'	N22°59'32"W
L6	66.50'	S26°22'50"W
L7	90.45'	N49°48'47"W
L8	41.25'	N04°06'35"W
L9	48.64'	N25°50'55"E
L10	47.53'	N36°49'55"E
L11	58.20'	N36°28'26"W
L12	147.24'	N35°32'32"E
L13	92.63'	N45°07'38"W
L14	86.91'	S54°34'30"W
L15	131.17'	N81°08'39"W
L16	77.78'	N05°04'45"E
L17	118.06'	N46°50'24"E
L18	91.43'	N59°16'04"W
L19	62.43'	N73°20'23"W
L20	66.89'	N01°55'41"W
L21	50.79'	N22°35'40"W
L22	79.90'	N11°11'23"W
L23	60.73'	N47°58'33"W
L24	101.29'	N57°22'43"W
L25	57.78'	N34°12'53"W
L26	111.56'	N29°48'47"W
L27	137.09'	N18°21'26"W
L28	77.12'	N26°00'20"W
L29	80.22'	N07°17'50"W
L30	85.39'	N51°14'33"W
L31	65.47'	N33°10'43"W
L32	68.20'	N15°13'12"W
L33	87.30'	N04°00'30"E
L34	71.65'	N50°56'41"E
L35	61.12'	N33°09'23"W
L36	33.96'	N06°16'36"E
L37	88.65'	N18°39'11"W
L38	66.68'	N09°40'02"W
L39	49.73'	N77°32'59"W
L40	89.84'	N38°59'39"W
L41	48.70'	N89°16'39"W

LINE TABLE		
LINE	LENGTH	BEARING
L42	42.66'	S80°36'51"W
L43	49.15'	N66°55'23"W
L44	128.10'	N73°51'05"W
L45	55.72'	N09°07'22"W
L46	79.63'	N14°36'04"W
L47	119.93'	N45°37'41"W
L48	37.22'	N24°19'12"E
L49	53.58'	N14°42'56"E
L50	39.29'	N14°02'59"W
L51	54.57'	N15°01'32"W
L52	26.54'	S59°50'12"W
L53	59.76'	N61°59'37"W
L54	59.79'	N10°57'36"W
L55	50.34'	N48°12'15"W
L56	40.37'	N31°44'35"E
L57	80.38'	N60°28'05"W
L58	49.70'	N05°37'29"W
L59	55.42'	N23°30'28"W
L60	34.17'	N45°38'38"W
L61	32.78'	N03°00'52"E
L62	76.13'	N63°47'40"E
L63	56.08'	N29°22'10"E
L64	53.68'	N28°22'50"W
L65	44.95'	N15°24'25"E
L66	58.99'	N20°37'46"W
L67	104.44'	N60°15'41"W
L68	46.53'	N49°20'22"W
L69	74.98'	N56°29'44"W
L70	47.80'	N10°09'22"W
L71	72.57'	N50°08'45"W
L72	104.03'	S87°00'16"W
L73	75.99'	N34°13'35"W
L74	59.05'	N86°14'57"W
L75	71.26'	N19°05'01"W
L76	83.66'	N60°00'30"W
L77	85.40'	N26°02'12"W
L78	56.78'	N48°22'19"W
L79	31.62'	N36°49'06"W
L80	49.29'	N61°28'40"W
L81	68.91'	N39°08'31"W
L82	85.19'	N24°06'20"W

NORTHSTAR GEOMATICS
900 EAST OCEAN BOULEVARD, SUITE 140
PO BOX 2371, STUART, FLORIDA 34995
(772)781-6400 (772)781-6462 FAX
LICENSED BUSINESS NO. 7217

SKETCH AND DESCRIPTION
"MCARTHUR WEST"
EASTERN RESERVATION AREA
LYING IN A PORTION OF THE GOMEZ GRANT
MARTIN COUNTY, FLORIDA

SHEET NO. 5
OF 9
PROJECT # 06-089SD_RES

LINE TABLE (CONTINUED FROM SHEET 5)

LINE TABLE		
LINE	LENGTH	BEARING
L83	41.20'	N09°20'47"W
L84	44.63'	N42°10'09"E
L85	120.38'	N26°15'28"E
L86	40.16'	N23°26'38"W
L87	65.06'	N26°36'50"W
L88	42.82'	N10°32'55"W
L89	64.60'	N04°57'23"E
L90	133.14'	N37°25'11"W
L91	66.48'	N44°26'48"W
L92	121.15'	S18°29'14"E
L93	69.67'	S17°13'55"W
L94	43.68'	N38°26'51"W
L95	87.14'	S59°29'20"W
L96	33.86'	N75°34'45"W
L97	92.21'	N87°58'13"W
L98	37.04'	S79°54'35"W
L99	46.48'	N55°28'37"W
L100	54.94'	N59°56'18"W
L101	93.50'	N00°30'27"E
L102	44.68'	N22°02'34"W
L103	151.79'	N22°13'06"W
L104	276.57'	N03°03'18"E
L105	431.63'	N61°00'42"W
L106	531.05'	N39°09'04"W
L107	343.16'	N09°18'40"W
L108	242.38'	N88°08'00"W
L109	169.69'	N57°57'38"W
L110	142.62'	N22°02'51"W
L111	121.74'	N67°57'30"E

LEGEND

◎	PROPERTY CORNER, AS NOTED
◎	PROPERTY CORNER, AS NOTED
⊠	PROPERTY CORNER, AS NOTED
PLS	PROFESSIONAL LAND SURVEYOR
PSM	PROFESSIONAL SURVEYOR AND MAPPER
LB	LICENSED BUSINESS
R/W	RIGHT OF WAY

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SKETCH AND DESCRIPTION
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EASTERN RESERVATION AREA
LYING IN A PORTION OF THE GOMEZ GRANT
MARTIN COUNTY, FLORIDA

SHEET NO. 6
OF 9
PROJECT # 06-089SD_RES

POINT OF COMMENCEMENT FOR EAST RESERVATION AREA,
POINT OF BEGINNING FOR DEVELOPMENT AREA
SOUTHWESTERLY CORNER OF THE PLAT OF
POINCIANA GARDENS, SECTIONS 3 AND 4
PER PLAT BOOK 2, PAGE 105 OF THE
PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA

FOUND 5/8"
IRON ROD AND
CAP ILLEGIBLE

EVERGLADES DRIVE (70' R/W PER PLAT)

N 68°01'35" E 3434.01'

L1

L2

FOUND 5/8" IRON ROD
AND CAP "PLS#3336"

SOUTH RIGHT-OF-WAY LINE

MATCHLINE A

GRAPHIC SCALE

0 100 200 400

(IN FEET)
1 inch = 400 ft.

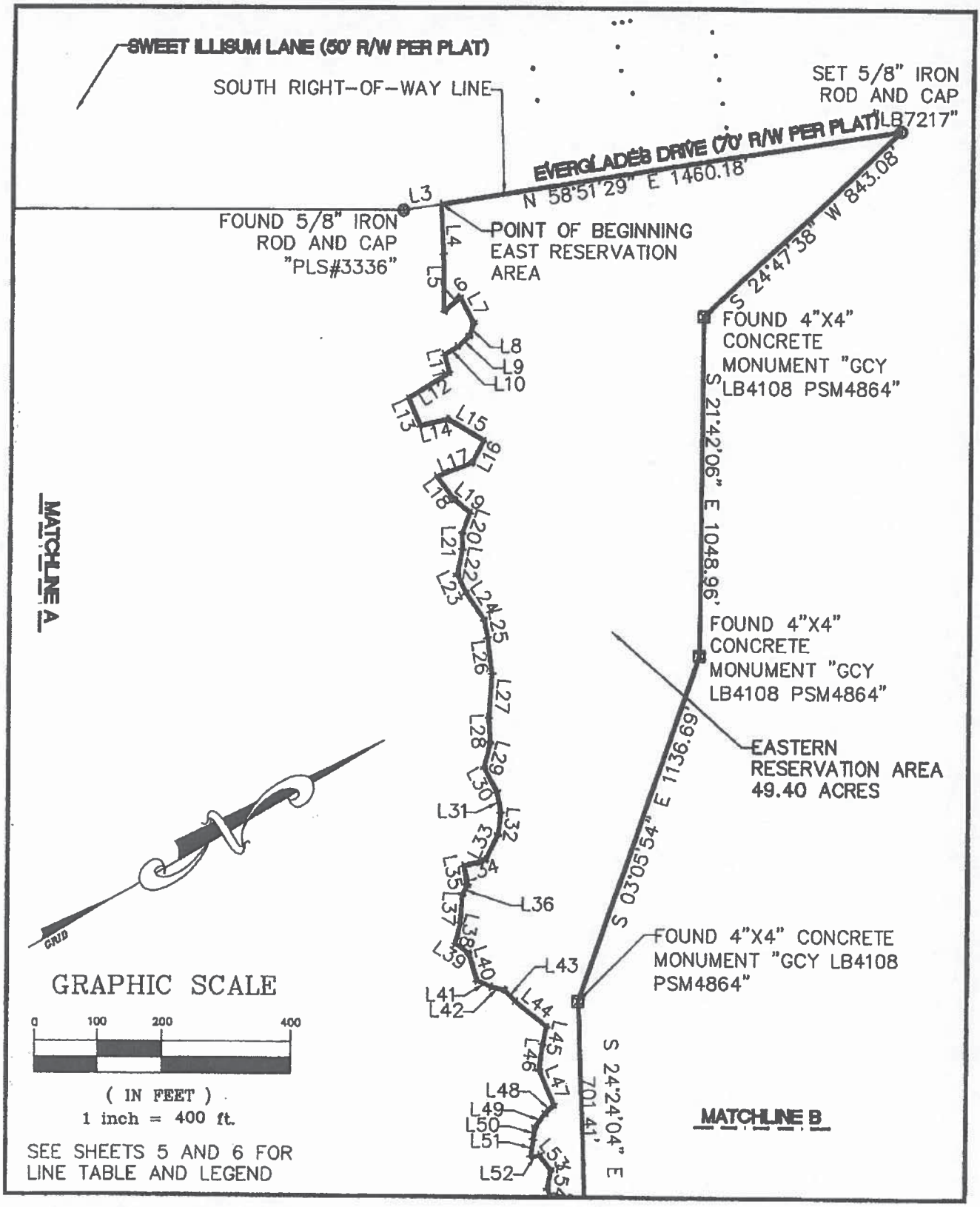
SEE SHEETS 5 AND 6 FOR
LINE TABLE AND LEGEND

NORTHSTAR GEOMATICS
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PO BOX 2371, STUART, FLORIDA 34995
(772)781-6400 (772)781-6462 FAX
LICENSED BUSINESS NO. 7217

SKETCH AND DESCRIPTION

"MCARTHUR WEST"
EASTERN RESERVATION AREA
LYING IN A PORTION OF THE GOMEZ GRANT
MARTIN COUNTY, FLORIDA

SHEET NO. 7
OF 9
PROJECT # 06-089SD_RES



NORTHSTAR GEOMATICS
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PO BOX 2371, STUART, FLORIDA 34995
(772)781-6400 (772)781-6462 FAX
LICENSED BUSINESS NO. 7217

SKETCH AND DESCRIPTION

"MCARTHUR WEST"
EASTERN RESERVATION AREA
LYING IN A PORTION OF THE GOMEZ GRANT
MARTIN COUNTY, FLORIDA

SHEET NO. 8
OF 9
PROJECT # 06-089SD_RES

Recorded in Martin County, FL 6/15/2017 1:29 PM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: $52.50Deed Tax: $59,171.70
CFN#2640845 BK 2931 PG 2334 PAGE 1 of 6

This instrument prepared by
(and after recording return to):

Foley & Lardner LLP
Megan J. Ellis, Esq.
100 N. Tampa St, Suite 2700
Tampa, Florida 33602

Parcel Id Nos. 34-38-42-000-160-00000-3
34-38-42-000-160-00010-0
34-38-42-043-407-00080-0

Copy Copy Copy

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 13th day of June, 2017 by McArthur Golf, LLC, a Florida limited liability company (successor by conversion to McArthur Golf, LLC, a Pennsylvania limited liability company) ("**Grantor**"), whose mailing address is 6550 SW Osprey Street, Hobe Sound, Florida 33455, to McArthur Golf Club, L.L.C., a Delaware limited liability company ("**Grantee**"), whose mailing address is 6250 N. River Road, Suite 9000, Rosemont, IL 60018.

Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, conveys and confirms, and by these presents does grant, bargain, sell, alien, convey and confirm unto the Grantee, all that certain real property situate in Martin County, Florida, as more particularly described on Exhibit A attached hereto and incorporated herein by reference, along with any rights, privileges, hereditaments, appurtenances, and easements related to such real property (collectively, the "**Property**").

SUBJECT to real estate taxes and assessments for 2017 and all subsequent years, and the matters described on Exhibit B attached hereto and incorporated herein by reference (the "**Permitted Exceptions**"), without the intent of re-imposing same.

Grantor specially warrants the title to the Property, subject to the Permitted Exceptions, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has signed, sealed and delivered this Special Warranty Deed as of the day and year set forth above.

GRANTOR:

Signed in the presence of:

McArthur Golf, LLC, a Florida limited liability company

(print name): NICHOLAS L. CIAMPICHINO

By: _____

Print: Peter Lund

Title: Managing Member

(print name): W. Scott Turnbull

Copy Copy Copy

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was signed, sealed, and acknowledged before me this 12 day of June, 2017, by Peter Lund, as Managing Member of McArthur Golf, LLC, a Florida limited liability company, on behalf of the company. Such person is personally known to me or produced _____ as identification.

(SEAL)

_____

Printed/typed name: LENORE REINE CRUZ

Notary Public-State of

Commission Number: MY COMMISSION # GG 079976

Commission expires: EXPIRES: March 6, 2021

Bonded Thru Budget Notary Services

EXHIBIT A

Legal Description

The land referred to herein below is situated in the County of Martin, State of Florida, and is described as follows:

PARCEL 1:

All of that certain real property located in Martin County, Florida, more particularly described as follows:

Beginning at a point in the Westerly line of the Gomez Grant a distance Southerly along the same 4,600 feet from the Northwesterly corner of said Grant and running thence (1) North 68°26' East about 6,894. 77 feet to the Westerly line of U.S. Highway No. 1; thence (2) Southerly along the same about 10,083.72 feet to the Southerly line of the herein described parcel; thence (3) South 68°26' West parallel to the first course and at right angles to the Westerly line of the Gomez Grant 9,684.01 feet to a concrete monument; thence (4) North 21°34' West along the Westerly line of the Gomez Grant 9,667.8 feet to the point of beginning.

EXCEPTING THEREFROM, HOWEVER, THE FOLLOWING:

Parcel (a): Sections 1 and 2 of POINCIANA GARDENS, recorded in Plat Book 2, Page 95, Martin County Records;

Parcel (b): Sections 3 and 4 of POINCIANA GARDENS, recorded in Plat Book 2, Page 105, Martin County Records;

Parcel (c): Section 5 of POINCIANA GARDENS, recorded in Plat Book 3, Page 47, Martin County Records; Parcel (d): Lots 16 and 17, LAKE PARK ADDITION and other lots in LAKE PARK ADDITION lying Northerly of Ocean Way (said Ocean Way being shown on Plat of Section 4 of POINCIANA GARDENS) of LAKE PARK ADDITION, according to the Plat recorded in Plat Book 2, at page 86, Martin County Records; and, Parcel (e): The Southerly 1,950 feet thereof.

Parcels (a), (b), (c), (d) and (e) above are the same parcels as those set out in that deed dated May 6, 1963, and recorded in O.R. Book 114, at Page 326, of said Public Records.

FURTHER EXCEPTING THEREFROM THE FOLLOWING:

Being a parcel of land lying in the Gomez Grant, Martin County, Florida, said parcel being more particularly described as follows:

BEGIN at the Northwest corner of Poinciana Gardens Section 5, as recorded in Plat Book 3, Page 47 of the Public Records of Martin County, Florida; thence North 58°51'30" East, along the North line of said Poinciana Gardens Section 5, a distance of 1285.00 feet to a point, said point being the

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Northeast corner of Lot 14, Block 402 of said Poinciana Gardens Section 5; thence South 31°08'30" East along the East line of said Lot 14, a distance of 125.00 feet to a point in the Northerly right-of-way line of Sherwood Road; thence North 58°51'30" East along said Northerly right-of-way line, a distance of 250.87 feet to a point in the Westerly right-of-way line of Circle Drive; thence North 39°43'30" West along said Westerly right-of-way line, a distance of 88.30 feet to the beginning of a curve concave to the Southwest, having a radius of 1760.00 feet; thence Northerly along the arc of said curve through a central angle of 16°06'50", a distance of 494.98 feet to a point, said point being on the South line of Poinciana Gardens Section 4, as recorded in Plat Book 2, Page 105 of the Public Records of Martin County, Florida; thence South 58°51'30" West along said South line of Poinciana Gardens Section 4, a distance of 1496.41 feet; thence departing said South line, South 45°57'00" East, a distance of 449.94 feet to the POINT OF BEGINNING.

PARCEL 2:

Lot 8, Block 407, POINCIANA GARDENS, SECTION 5, according to the Plat thereof, recoded in Plat Book 3, Page 47, Public Records of Martin County, Florida.

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EXHIBIT B
Permitted Exceptions

All of the following as recorded in the Public Records of Martin County, Florida:

(1) Easements to AT&T recorded in Deed Book 42, Page 475 and Deed Book 42, Page 405; and as affected by Assignment recorded in O.R. Book 821, Page 1406; and as further affected by Easement Reduction and Relocation Agreement recorded in O.R. Book 856, Page 239.

(2) Easement in O.R. Book 856, Page 239 in the approximate location shown on the ALTA/NSPS Land Title Survey made by Kevin David Crowe on behalf of Bock & Clark Corporation dated April 11, 2017, last revised June 9, 2017, and designated Job No. 201700970-1 (the "**Survey**"). (As to Parcel 1 only)

(3) Terms, provisions and easement contained in Warranty Deed recorded in O.R. Book 100, Page 217. (As to Parcel 1)

(4) Easement for Drainage recorded in O.R. Book 114, Page 320.

(5) Easement Reservation, for drainage, as shown in O.R. Book 114, Page 326.

(6) Easement in favor of Florida Power and Light Company recorded in O.R. Book 179, Page 260 and O.R. Book 179, Page 262.

(7) Drainage Easement recorded in O.R. Book 675, Page 325.

(8) Reserved lot shown on the Plat of Lake Park Addition, according to the plat thereof recorded in Plat Book 2, Page 86, and as approximately shown on the Survey. (As to Parcel 1 only)

(9) Conservation Easement in favor of the South Florida Water Management District, establishing perpetual conservation easements over the land, recorded July 31, 2001, in O.R. Book 1571, Page 1171, as affected by Amendment of Conservation Easement recorded in O.R. Book 1666, Page 2022, as approximately shown on the Survey. (As to Parcel 1 only)

(10) Resolution Number 01-4.12 of the Board of County Commissioners, Martin County, Florida, regarding Master Site Plan Approval for McArthur Golf Club With A Request for Public Facilities Deferral, recorded August 8, 2001, in O.R. Book 1573, Page 2086, and as affected by Martin County Florida Revised Major Development Order recorded in O.R. Book 1655, Page 2830, and as further affected by Martin County Florida Revised Major Development Order recorded in O.R. Book 1739, Page 2277, and as further affected by Martin County Florida Revised Major Development Order recorded in O.R. Book 2246, Page 2481, and wetland buffer in the approximate location shown on the Survey. (As to Parcel 1 only)

(11) Unity of Title recorded August 8, 2001, in O.R. Book 1573, Page 2175.

(12) Resolution No. 00-11.24 of the Board of County Commissioners, Martin County, Florida, Regarding Change in Zoning District Classification from R-3A to MDR and A-1 and R-2B to LDR for McArthur Golf LLC with a Certificate of Public Facilities Exemption, as recorded

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in O.R. Book 1526, Page 1705.

(13) Resolution No. 01-6.25 of the Board of County Commissioners, Martin County, Florida, Regarding Final Site Plan Approval for McArthur Golf Club, Phase 1, with a Certificate of Public Facilities Reservation, as recorded in O.R. Book 1584 , Page 857.

(14) Deed of Conservation Easement in favor of South Florida Water Management District, recorded in O.R. Book 1666, Page 2057, and as approximately shown on the Survey. (As to Parcel 1 only)

(15) Non-exclusive easement granted by the Utility Easement in favor of the Town of Jupiter Island, recorded in O.R. Book 1846, Page 2432, and as approximately shown on the Survey. (As to Parcel 1 only)

(16) Non-exclusive easement granted by the Utility Easement in favor of the Town of Jupiter Island, recorded in O.R. Book 1846, Page 2452, and as approximately shown on the Survey. (As to Parcel 1 only)

(17) Non-exclusive easement granted by the Utility Easement in favor of the Town of Jupiter Island, recorded in O.R. Book 1846, Page 2464, and as approximately shown on the Survey. (As to Parcel 1 only)

(18) Non-exclusive easement granted by the Utility Easement in favor of the BellSouth Telecommunications, Inc., recorded in O.R. Book 1846, Page 2473, and as approximately shown on the Survey. (As to Parcel 1 only)

(19) Non-exclusive electric utility easement granted by the Easement in favor of Florida Power & Light Company, recorded in O.R. Book 1849, Page 87, and as approximately shown on the Survey. (As to Parcel 1 only)

(20) Non-exclusive electric utility easement granted by the Easement in favor of Florida Power & Light Company, recorded in O.R. Book 1849, Page 110, and as approximately shown on the Survey. (As to Parcel 1 only)

(21) Non-exclusive easement granted by the Drainage Easement in favor of Martin County, recorded in O.R. Book 1942, Page 1586, and as affected by County Resolution No. 04-9.41 accepting the same, recoded in O.R. Book 1942, Page 1585, and as approximately shown on the Survey. (As to Parcel 1 only)

(22) Resolution No. 09-12.14 of the Board of County Commissioners , Martin County, Florida, relating to future land use, recoded in O.R. Book 2427, Page 2527. Eastern Reservation Area as approximately shown on the Survey. (As to Parcel 1 only)

(23) 10' utility easement and 20' drainage easement shown on the Plat of POINCIANA GARDENS, SECTION 5, according to the Plat thereof, recoded in Plat Book 3, Page 47. (As to Parcel 1 only)

(24) Martin County Resolution No. 01-12.2, accepting Easements for the Poinciana Gardens Retrofit Project, recorded in O.R. Book 1614, Page 1385.

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To the best of my knowledge and belief, there has been no transfer of the subject property since the Special Warranty Deed into McArthur Golf Club, LLC was recorded in the Martin County Public Records.

DATED THIS 19th DAY OF November, 2020.

Morris A. Crady

STATE OF FLORIDA
COUNTY OF MARTIN

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [✓] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 19th DAY OF November, 2020 BY MORRIS A. CRADY, WHO [✓] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

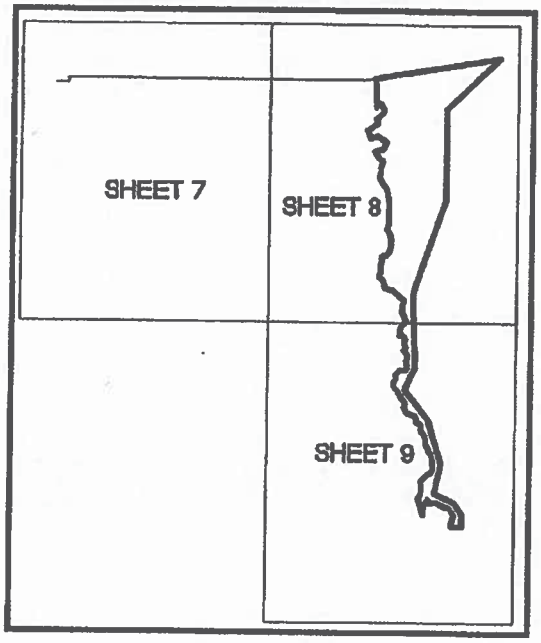
NOTARY PUBLIC

MY COMMISSION EXPIRES:

SHIRLEY LYDERS
Commission # GG 935991
Expires March 31, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

ATTACHMENT A

OVERALL MAP



NOTES

1. HORIZONTAL RELATIONSHIPS & BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE GRID, EAST ZONE, USING THE NORTH AMERICAN DATUM OF 1983 WITH THE 1999 ADJUSTMENT (NAD 83–99) AND WERE ESTABLISHED USING NATIONAL GEODETIC SURVEY ROD "L 517" (PID #AJ5619) HAVING PUBLISHED NAD 83 VALUES OF NORTHING = 1,006,100.03 EASTING = 929,459.99, AND AN EAST LINE OF MCARTHUR WEST BEARING S 03°05'37" E.
2. THIS SKETCH AND LEGAL DESCRIPTION IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 61G17–6, FLORIDA ADMINISTRATIVE CODE.
NORTHSTAR GEOMATICS, INC.

Gregory S. Fleming
Professional Surveyor & Mapper
Florida Registration No. 4350

JUNE 11, 2008
Date

NORTHSTAR GEOMATICS
900 EAST OCEAN BOULEVARD, SUITE 140
PO BOX 2371, STUART, FLORIDA 34995
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SKETCH AND DESCRIPTION
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EASTERN RESERVATION AREA
LYING IN A PORTION OF THE GOMEZ GRANT
MARTIN COUNTY, FLORIDA

SHEET NO. 1
OF 9
PROJECT # 06-089SD_RES

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF THE GOMEZ GRANT, MARTIN COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE AT THE SOUTHWESTERLY CORNER OF THE PLAT OF POINCIANA GARDENS, SECTIONS 3 AND 4, AS RECORDED IN PLAT BOOK 2, PAGE 105 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AS MARKED BY A 5/8" IRON ROD AND CAP STAMPED "PLS#3336" LYING ON THE WEST LINE OF THE GOMEZ GRANT; THENCE NORTH 68°02'44" EAST ALONG THE SOUTH LINE OF SAID PLAT, A DISTANCE OF 140.10 FEET TO A 5/8" IRON ROD AND CAP STAMPED "PLS#3336"; THENCE DEPARTING SAID SOUTH LINE, NORTH 22°01'33" WEST, A DISTANCE OF 50.11 FEET TO A 5/8" IRON ROD AND CAP ON THE SOUTH RIGHT-OF-WAY LINE OF EVERGLADES DRIVE PER PLAT BOOK 2, PAGE 105; THENCE NORTH 68°01'35" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 3434.01 FEET TO A 5/8" IRON ROD AND CAP STAMPED "PLS#3336"; THENCE NORTH 58°51'29" EAST, A DISTANCE OF 117.83 FEET TO THE POINT OF BEGINNING: THENCE NORTH 58°51'29" EAST, A DISTANCE OF 1460.18 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 7217"; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 24°47'38" WEST, A DISTANCE OF 843.08 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 21°42'06" EAST, A DISTANCE OF 1048.96 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 03°05'54" EAST, A DISTANCE OF 1136.69 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 24°24'04" EAST, A DISTANCE OF 701.41 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 22°13'06" EAST, A DISTANCE OF 151.79 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 03°03'18" WEST, A DISTANCE OF 276.57 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 61°00'42" EAST, A DISTANCE OF 431.63 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 39°09'04" EAST, A DISTANCE OF 531.05 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 09°18'40" EAST, A DISTANCE OF 343.16 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 88°08'00" EAST, A DISTANCE OF 242.38 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 57°57'38" EAST, A DISTANCE OF 169.69 FEET TO A 5/8" IRON ROD AND CAP STAMPED "LB 7217"; THENCE SOUTH 22°02'51" EAST, A DISTANCE OF 142.62 FEET TO A 4"X4" CONCRETE MONUMENT STAMPED "GCY LB4108 PSM 4864"; THENCE SOUTH 67°57'30" WEST, A DISTANCE OF 121.74 FEET; THENCE NORTH 22°02'34" WEST, A DISTANCE OF 44.68 FEET; THENCE NORTH 00°30'27" EAST, A DISTANCE OF 93.50 FEET; THENCE NORTH 59°56'18" WEST, A DISTANCE OF 54.94 FEET; THENCE NORTH 55°28'37" WEST, A DISTANCE OF 46.48 FEET; THENCE SOUTH 79°54'35" WEST, A DISTANCE OF 37.04 FEET; THENCE NORTH 87°58'13" WEST, A DISTANCE OF 92.21 FEET; THENCE NORTH 75°34'45" WEST, A DISTANCE OF 33.86 FEET; THENCE SOUTH 59°29'20" WEST, A DISTANCE OF 87.14 FEET; THENCE NORTH 38°26'51" WEST, A DISTANCE OF 43.68 FEET; THENCE SOUTH 17°13'55" WEST, A DISTANCE OF 69.67 FEET; THENCE SOUTH 18°29'14" EAST, A DISTANCE OF 121.15 FEET; THENCE NORTH 44°26'48" WEST, A DISTANCE OF 66.48 FEET; THENCE NORTH 37°25'11" WEST, A

CONTINUED TO SHEET 3

NORTHSTAR GEOMATICS
900 EAST OCEAN BOULEVARD, SUITE 140
PO BOX 2571, STUART, FLORIDA 34995
(772)781-6400 (772)781-6462 FAX
LICENSED BUSINESS NO. 7217

SKETCH AND DESCRIPTION
"MCARTHUR WEST"
EASTERN RESERVATION AREA
LYING IN A PORTION OF THE GOMEZ GRANT
MARTIN COUNTY, FLORIDA

SHEET NO. 2
OF 9
PROJECT # 06-089SD_RES

LEGAL DESCRIPTION (CONTINUED)

CONTINUED FROM SHEET 2

DISTANCE OF 133.14 FEET; THENCE NORTH 04°57'23" EAST, A DISTANCE OF 64.60 FEET; THENCE NORTH 10°32'55" WEST, A DISTANCE OF 42.82 FEET; THENCE NORTH 26°36'50" WEST, A DISTANCE OF 65.06 FEET; THENCE NORTH 23°26'38" WEST, A DISTANCE OF 40.16 FEET; THENCE NORTH 26°15'28" EAST, A DISTANCE OF 120.38 FEET; THENCE NORTH 42°10'09" EAST, A DISTANCE OF 44.63 FEET; THENCE NORTH 09°20'47" WEST, A DISTANCE OF 41.20 FEET; THENCE NORTH 24°06'20" WEST, A DISTANCE OF 85.19 FEET; THENCE NORTH 39°08'31" WEST, A DISTANCE OF 68.91 FEET; THENCE NORTH 61°28'40" WEST, A DISTANCE OF 49.29 FEET; THENCE NORTH 36°49'06" WEST, A DISTANCE OF 31.62 FEET; THENCE NORTH 48°22'19" WEST, A DISTANCE OF 56.78 FEET; THENCE NORTH 26°02'12" WEST, A DISTANCE OF 85.40 FEET; THENCE NORTH 60°00'30" WEST, A DISTANCE OF 83.66 FEET; THENCE NORTH 19°05'01" WEST, A DISTANCE OF 71.26 FEET; THENCE NORTH 86°14'57" WEST, A DISTANCE OF 59.05 FEET; THENCE NORTH 34°13'35" WEST, A DISTANCE OF 75.99 FEET; THENCE SOUTH 87°00'16" WEST, A DISTANCE OF 104.03 FEET; THENCE NORTH 50°08'45" WEST, A DISTANCE OF 72.57 FEET; THENCE NORTH 10°09'22" WEST, A DISTANCE OF 47.80 FEET; THENCE NORTH 56°29'44" WEST, A DISTANCE OF 74.98 FEET; THENCE NORTH 49°20'22" WEST, A DISTANCE OF 46.53 FEET; THENCE NORTH 60°15'41" WEST, A DISTANCE OF 104.44 FEET; THENCE NORTH 20°37'46" WEST, A DISTANCE OF 58.99 FEET; THENCE NORTH 15°24'25" EAST, A DISTANCE OF 44.95 FEET; THENCE NORTH 28°22'50" WEST, A DISTANCE OF 53.68 FEET; THENCE NORTH 29°22'10" EAST, A DISTANCE OF 56.08 FEET; THENCE NORTH 63°47'40" EAST, A DISTANCE OF 76.13 FEET; THENCE NORTH 03°00'52" EAST, A DISTANCE OF 32.78 FEET; THENCE NORTH 45°38'38" WEST, A DISTANCE OF 34.17 FEET; THENCE NORTH 23°30'28" WEST, A DISTANCE OF 55.42 FEET; THENCE NORTH 05°37'29" WEST, A DISTANCE OF 49.70 FEET; THENCE NORTH 60°28'05" WEST, A DISTANCE OF 80.38 FEET; THENCE NORTH 31°44'35" EAST, A DISTANCE OF 40.37 FEET; THENCE NORTH 48°12'15" WEST, A DISTANCE OF 50.34 FEET; THENCE NORTH 10°57'36" WEST, A DISTANCE OF 59.79 FEET; THENCE NORTH 61°59'37" WEST, A DISTANCE OF 59.76 FEET; THENCE SOUTH 59°50'12" WEST, A DISTANCE OF 26.54 FEET; THENCE NORTH 15°01'32" WEST, A DISTANCE OF 54.57 FEET; THENCE NORTH 14°02'59" WEST, A DISTANCE OF 39.29 FEET; THENCE NORTH 14°42'56" EAST, A DISTANCE OF 53.58 FEET; THENCE NORTH 24°19'12" EAST, A DISTANCE OF 37.22 FEET; THENCE NORTH 45°37'41" WEST, A DISTANCE OF 119.93 FEET; THENCE NORTH 14°36'04" WEST, A DISTANCE OF 79.63 FEET; THENCE NORTH 09°07'22" WEST, A DISTANCE OF 55.72 FEET; THENCE NORTH 73°51'05" WEST, A DISTANCE OF 128.10 FEET; THENCE NORTH 66°55'23" WEST, A DISTANCE OF 49.15 FEET; THENCE SOUTH 80°36'51" WEST, A DISTANCE OF 42.66 FEET; THENCE NORTH 89°16'39" WEST, A DISTANCE OF 48.70 FEET; THENCE NORTH 38°59'39" WEST, A DISTANCE OF 89.84 FEET; THENCE NORTH 77°32'59" WEST, A DISTANCE OF 49.73 FEET; THENCE NORTH 09°40'02" WEST, A DISTANCE OF 66.68 FEET; THENCE NORTH 18°39'11" WEST, A DISTANCE OF 88.65 FEET; THENCE NORTH 06°16'36" EAST, A DISTANCE OF 33.96 FEET; THENCE NORTH 33°09'23" WEST, A DISTANCE OF 61.12 FEET; THENCE NORTH 50°56'41" EAST, A DISTANCE OF 71.65 FEET; THENCE NORTH 04°00'30" EAST, A DISTANCE OF 87.30 FEET; THENCE NORTH 15°13'12" WEST, A DISTANCE OF 68.20 FEET; THENCE

CONTINUED ON PAGE 4

NORTHSTAR GEOMATICS
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SKETCH AND DESCRIPTION
"MCARTHUR WEST"
EASTERN RESERVATION AREA
LYING IN A PORTION OF THE GOMEZ GRANT
MARTIN COUNTY, FLORIDA

LEGAL DESCRIPTION (CONTINUED)

CONTINUED FROM SHEET 3

NORTH 33°10'43" WEST, A DISTANCE OF 65.47 FEET; THENCE NORTH 51°14'33" WEST, A DISTANCE OF 85.39 FEET; THENCE NORTH 07°17'50" WEST, A DISTANCE OF 80.22 FEET; THENCE NORTH 26°00'20" WEST, A DISTANCE OF 77.12 FEET; THENCE NORTH 18°21'26" WEST, A DISTANCE OF 137.09 FEET; THENCE NORTH 29°48'47" WEST, A DISTANCE OF 111.56 FEET; THENCE NORTH 34°12'53" WEST, A DISTANCE OF 57.78 FEET; THENCE NORTH 57°22'43" WEST, A DISTANCE OF 101.29 FEET; THENCE NORTH 47°58'33" WEST, A DISTANCE OF 60.73 FEET; THENCE NORTH 11°11'23" WEST, A DISTANCE OF 79.90 FEET; THENCE NORTH 22°35'40" WEST, A DISTANCE OF 50.79 FEET; THENCE NORTH 01°55'41" WEST, A DISTANCE OF 66.89 FEET; THENCE NORTH 73°20'23" WEST, A DISTANCE OF 62.43 FEET; THENCE NORTH 59°16'04" WEST, A DISTANCE OF 91.43 FEET; THENCE NORTH 46°50'24" EAST, A DISTANCE OF 118.06 FEET; THENCE NORTH 05°04'45" EAST, A DISTANCE OF 77.78 FEET; THENCE NORTH 81°08'39" WEST, A DISTANCE OF 131.17 FEET; THENCE SOUTH 54°34'30" WEST, A DISTANCE OF 86.91 FEET; THENCE NORTH 45°07'38" WEST, A DISTANCE OF 92.63 FEET; THENCE NORTH 35°32'32" EAST, A DISTANCE OF 147.24 FEET; THENCE NORTH 36°28'26" WEST, A DISTANCE OF 58.20 FEET; THENCE NORTH 36°49'55" EAST, A DISTANCE OF 47.53 FEET; THENCE NORTH 25°50'55" EAST, A DISTANCE OF 48.64 FEET; THENCE NORTH 04°06'35" WEST, A DISTANCE OF 41.25 FEET; THENCE NORTH 49°48'47" WEST, A DISTANCE OF 90.45 FEET; THENCE SOUTH 26°22'50" WEST, A DISTANCE OF 66.50 FEET; THENCE NORTH 22°59'32" WEST, A DISTANCE OF 178.46 FEET; THENCE NORTH 24°55'41" WEST, A DISTANCE OF 153.96 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EVERGLADES DRIVE PER SAID PLAT BOOK 2, PAGE 105 AND THE POINT OF BEGINNING.

CONTAINING: 49.40 ACRES, MORE OR LESS.

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SKETCH AND DESCRIPTION
"MCARTHUR WEST"
EASTERN RESERVATION AREA
LYING IN A PORTION OF THE GOMEZ GRANT
MARTIN COUNTY, FLORIDA

LINE TABLE (CONTINUED ON SHEET 6)

LINE TABLE		
LINE	LENGTH	BEARING
L1	140.10'	N68°02'44"E
L2	50.11'	N22°01'33"W
L3	117.83'	N58°51'29"E
L4	153.96'	N24°55'41"W
L5	178.46'	N22°59'32"W
L6	66.50'	S26°22'50"W
L7	90.45'	N49°48'47"W
L8	41.25'	N04°06'35"W
L9	48.64'	N25°50'55"E
L10	47.53'	N36°49'55"E
L11	58.20'	N36°28'26"W
L12	147.24'	N35°32'32"E
L13	92.63'	N45°07'38"W
L14	86.91'	S54°34'30"W
L15	131.17'	N81°08'39"W
L16	77.78'	N05°04'45"E
L17	118.06'	N46°50'24"E
L18	91.43'	N59°16'04"W
L19	62.43'	N73°20'23"W
L20	66.89'	N01°55'41"W
L21	50.79'	N22°35'40"W
L22	79.90'	N11°11'23"W
L23	60.73'	N47°58'33"W
L24	101.29'	N57°22'43"W
L25	57.78'	N34°12'53"W
L26	111.56'	N29°48'47"W
L27	137.09'	N18°21'26"W
L28	77.12'	N26°00'20"W
L29	80.22'	N07°17'50"W
L30	85.39'	N51°14'33"W
L31	65.47'	N33°10'43"W
L32	68.20'	N15°13'12"W
L33	87.30'	N04°00'30"E
L34	71.65'	N50°56'41"E
L35	61.12'	N33°09'23"W
L36	33.96'	N06°16'36"E
L37	88.65'	N18°39'11"W
L38	66.68'	N09°40'02"W
L39	49.73'	N77°32'59"W
L40	89.84'	N38°59'39"W
L41	48.70'	N89°16'39"W

LINE TABLE		
LINE	LENGTH	BEARING
L42	42.66'	S80°36'51"W
L43	49.15'	N66°55'23"W
L44	128.10'	N73°51'05"W
L45	55.72'	N09°07'22"W
L46	79.63'	N14°36'04"W
L47	119.93'	N45°37'41"W
L48	37.22'	N24°19'12"E
L49	53.58'	N14°42'56"E
L50	39.29'	N14°02'59"W
L51	54.57'	N15°01'32"W
L52	26.54'	S59°50'12"W
L53	59.76'	N61°59'37"W
L54	59.79'	N10°57'36"W
L55	50.34'	N48°12'15"W
L56	40.37'	N31°44'35"E
L57	80.38'	N60°28'05"W
L58	49.70'	N05°37'29"W
L59	55.42'	N23°30'28"W
L60	34.17'	N45°38'38"W
L61	32.78'	N03°00'52"E
L62	76.13'	N63°47'40"E
L63	56.08'	N29°22'10"E
L64	53.68'	N28°22'50"W
L65	44.95'	N15°24'25"E
L66	58.99'	N20°37'46"W
L67	104.44'	N60°15'41"W
L68	46.53'	N49°20'22"W
L69	74.98'	N56°29'44"W
L70	47.80'	N10°09'22"W
L71	72.57'	N50°08'45"W
L72	104.03'	S87°00'16"W
L73	75.99'	N34°13'35"W
L74	59.05'	N86°14'57"W
L75	71.26'	N19°05'01"W
L76	83.66'	N60°00'30"W
L77	85.40'	N26°02'12"W
L78	56.78'	N48°22'19"W
L79	31.62'	N36°49'06"W
L80	49.29'	N61°28'40"W
L81	68.91'	N39°08'31"W
L82	85.19'	N24°06'20"W

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SKETCH AND DESCRIPTION
"MCARTHUR WEST"
EASTERN RESERVATION AREA
LYING IN A PORTION OF THE GOMEZ GRANT
MARTIN COUNTY, FLORIDA

SHEET NO. 5
OF 9
PROJECT # 06-089SD_RES

LINE TABLE (CONTINUED FROM SHEET 5)

LINE TABLE		
LINE	LENGTH	BEARING
L83	41.20'	N09°20'47"W
L84	44.63'	N42°10'09"E
L85	120.38'	N26°15'28"E
L86	40.16'	N23°26'38"W
L87	65.06'	N26°36'50"W
L88	42.82'	N10°32'55"W
L89	64.60'	N04°57'23"E
L90	133.14'	N37°25'11"W
L91	66.48'	N44°26'48"W
L92	121.15'	S18°29'14"E
L93	69.67'	S17°13'55"W
L94	43.68'	N38°26'51"W
L95	87.14'	S59°29'20"W
L96	33.86'	N75°34'45"W
L97	92.21'	N87°58'13"W
L98	37.04'	S79°54'35"W
L99	46.48'	N55°28'37"W
L100	54.94'	N59°56'18"W
L101	93.50'	N00°30'27"E
L102	44.68'	N22°02'34"W
L103	151.79'	N22°13'06"W
L104	276.57'	N03°03'18"E
L105	431.63'	N61°00'42"W
L106	531.05'	N39°09'04"W
L107	343.16'	N09°18'40"W
L108	242.38'	N88°08'00"W
L109	169.69'	N57°57'38"W
L110	142.62'	N22°02'51"W
L111	121.74'	N67°57'30"E

LEGEND

◎	PROPERTY CORNER, AS NOTED
◎	PROPERTY CORNER, AS NOTED
⊠	PROPERTY CORNER, AS NOTED
PLS	PROFESSIONAL LAND SURVEYOR
PSM	PROFESSIONAL SURVEYOR AND MAPPER
LB	LICENSED BUSINESS
R/W	RIGHT OF WAY

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MARTIN COUNTY, FLORIDA

SHEET NO. 6
OF 9
PROJECT # 06-089SD_RES

POINT OF COMMENCEMENT FOR EAST RESERVATION AREA,
POINT OF BEGINNING FOR DEVELOPMENT AREA
SOUTHWESTERLY CORNER OF THE PLAT OF
POINCIANA GARDENS, SECTIONS 3 AND 4
PER PLAT BOOK 2, PAGE 105 OF THE
PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA

FOUND 5/8"
IRON ROD AND
CAP ILLEGIBLE

EVERGLADES DRIVE (70' R/W PER PLAT)

N 68°01'35" E 3434.01'

L1

L2

FOUND 5/8" IRON ROD
AND CAP "PLS#3336"

SOUTH RIGHT-OF-WAY LINE

MATCHLINE A

GRID

GRAPHIC SCALE

0 100 200 400

(IN FEET)
1 inch = 400 ft.

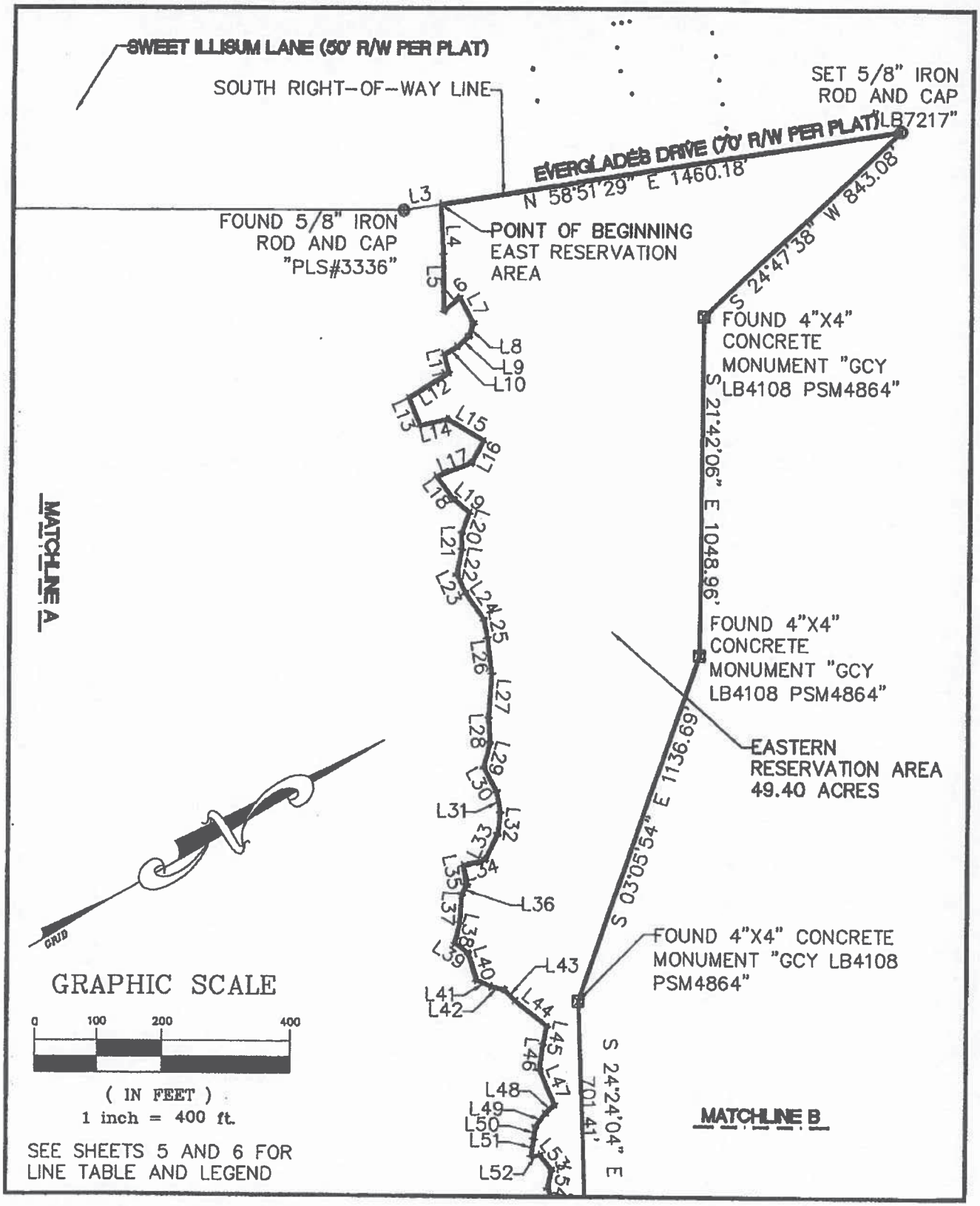
SEE SHEETS 5 AND 6 FOR
LINE TABLE AND LEGEND

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SKETCH AND DESCRIPTION

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EASTERN RESERVATION AREA
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MARTIN COUNTY, FLORIDA

SHEET NO. 7
OF 9
PROJECT # 06-089SD_RES

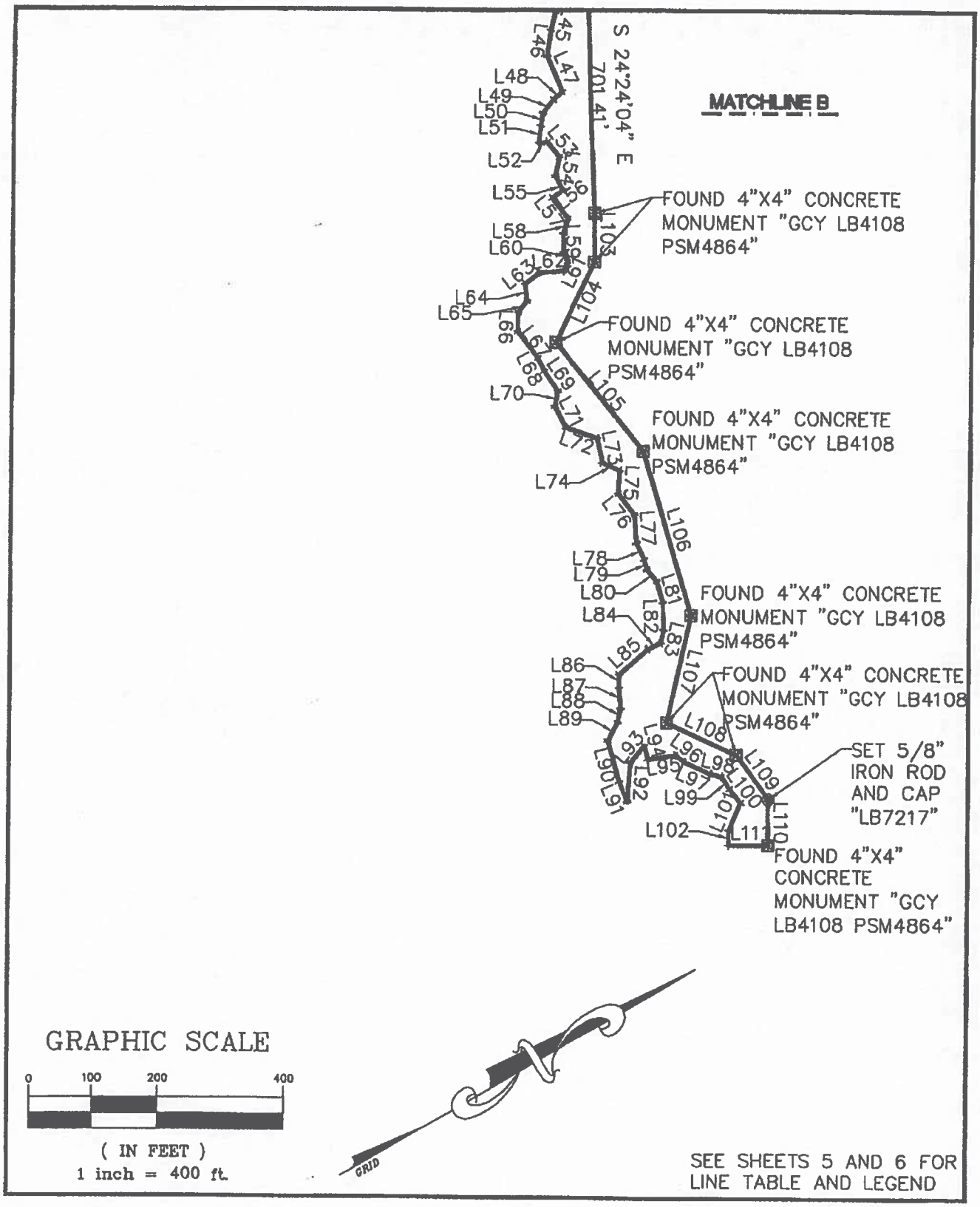


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SKETCH AND DESCRIPTION

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MARTIN COUNTY, FLORIDA

SHEET NO. 8
OF 9
PROJECT # 06-089SD_RES

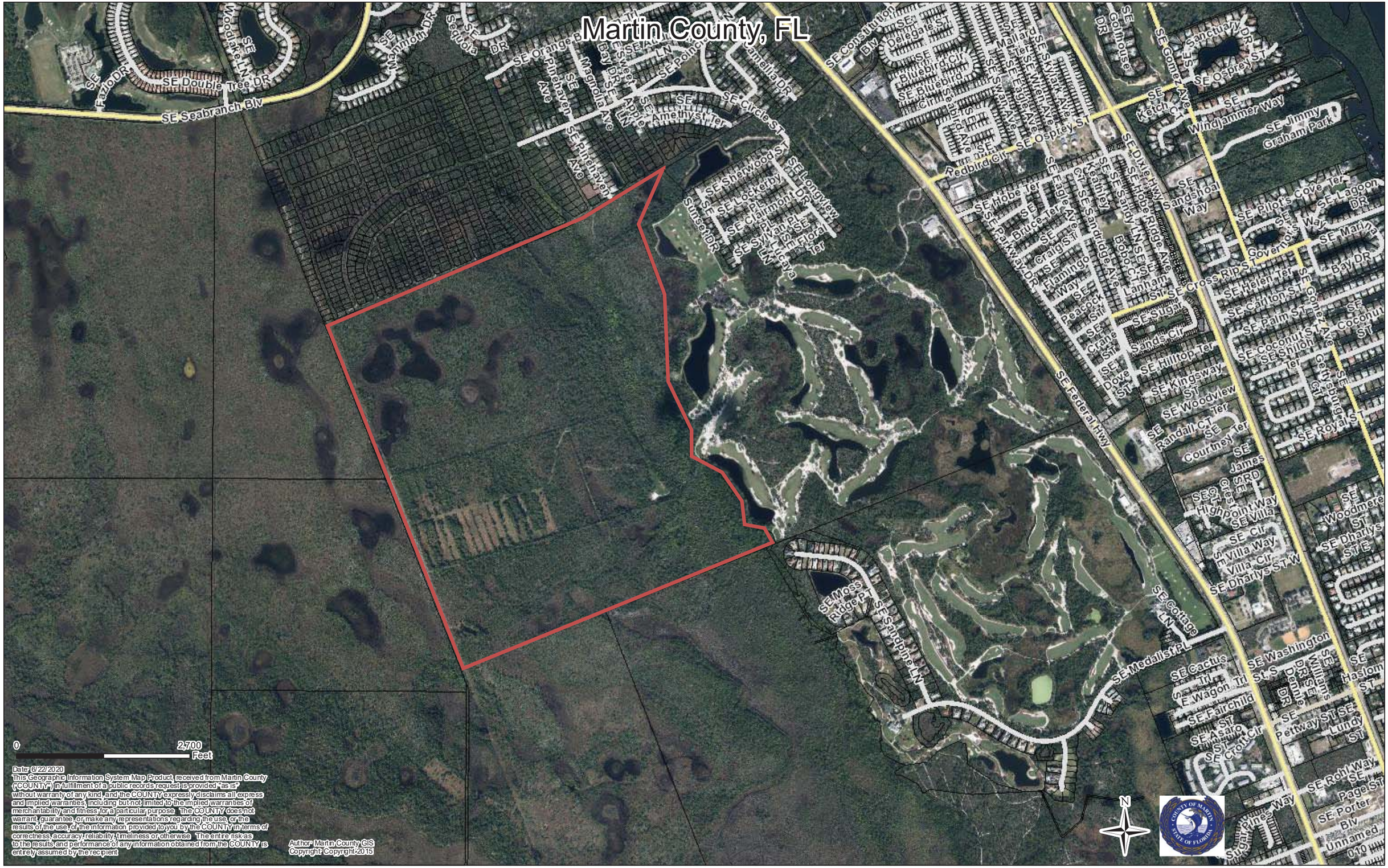


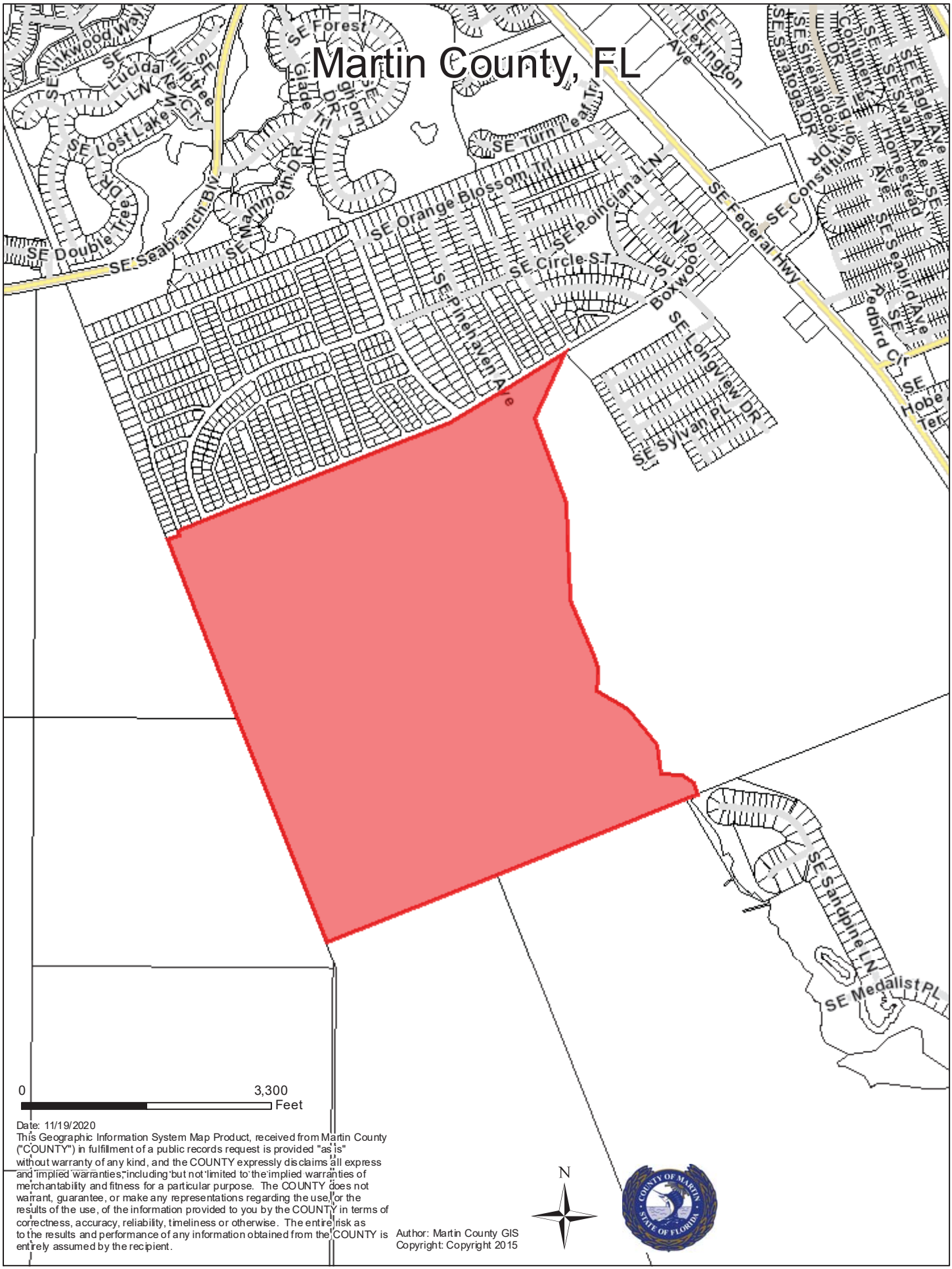
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MARTIN COUNTY, FLORIDA

SHEET NO. 9
OF 9
PROJECT # 06-089SD_RES


Martin County, FL
SE Seabranch Blv
SE Double Tree DR
SE Fazio DR
SE Woodlake LN
SE Mammoth DR
SE Sequoia DR
SE Orange Blossom LN
SE Pinehaven Ave
SE Magnolia Ave
SE Amethyst Ter
SE Circle ST
SE Camellia DR
SE Sherwood ST
SE Lockerby PL
SE Clairmont DR
SE Sylvan PL
SE Floral Ter
SE Longview
SE Consitution Blv
SE Delegate ST
SE Bluebird Cir
SE Swan Ave
SE Mallard Ter
SE Eagle Ave
SE Wren Ave
SE Osprey ST
SE Redbird Cir
SE Golfhouse DR
SE Gomez Ave
SE Sanctuary DR
SE Ketch Cir
SE Windjammer Way
SE Jimmy Graham Park
SE Hobe Ter
SE Bruce Ter
SE Craig ST
SE Flamingo Way
SE Peacock ST
SE Crane ST
SE Dove ST
SE Sandridge Ave
SE Dixie Hwy
SE Hobe Ridge Ave
SE Lanham
SE Cross Rip ST
SE Sugar Sands Cir
SE Hilltop Ter
SE Kingsway ST
SE Woodview Ter
SE Randall CT
SE Courtney Ter
SE James
SE Highpoint Way
SE Villa Cir
SE Dharlys ST W
SE Sandpine LN
SE Moss Ridge PT
SE Cottage LN
SE Medalist PL
SE Cactus TR
SE Wagon Trl
SE Fairchild ST
SE Asiro ST
SE Crotch Cir
SE Washington
SE Haslon ST
SE Lundy ST
SE Pethway ST
SE Rohl Way
SE Page ST
SE Porter
Blv
Unnamed
SE Sandhaven Ave
SE Pilots Cove Ter
SE Lagoon DR
SE Governors Way
SE Marina Bay DR
SE Helen Ter
SE Carlton ST
SE Palm ST
SE Coconut ST
SE Shiloh Ter
SE Coconut ST
SE Royal ST
0
2,700
Feet
N
Date: 6/22/2020
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.
Author: Martin County GIS
Copyright: Copyright 2015



Date: 11/19/2020

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.

Author: Martin County GIS

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Martin County, FL

LOW DENSITY
SE Orange Blossom Trl
SE Pinehaven Ave
SE Magnolia Ave
SE Apple LN
SE Circle ST
Hazard ST
SE Boxwood LN
SE Camellia DR
COMMERCIAL
SE Amethyst Ter
SE Sherwood ST
SE Lockerby PL
SE Longview DR
SE Clairmont PL
SE Sylvan PL
SE Sunset DR
SE Lucaya LN
SE Floral Ter
SE Sandpine LN

LOW DENSITY
Scr. 09-12.14

RURAL DENSITY

CONSERVATION
Ord. 887

0 1,100 Feet

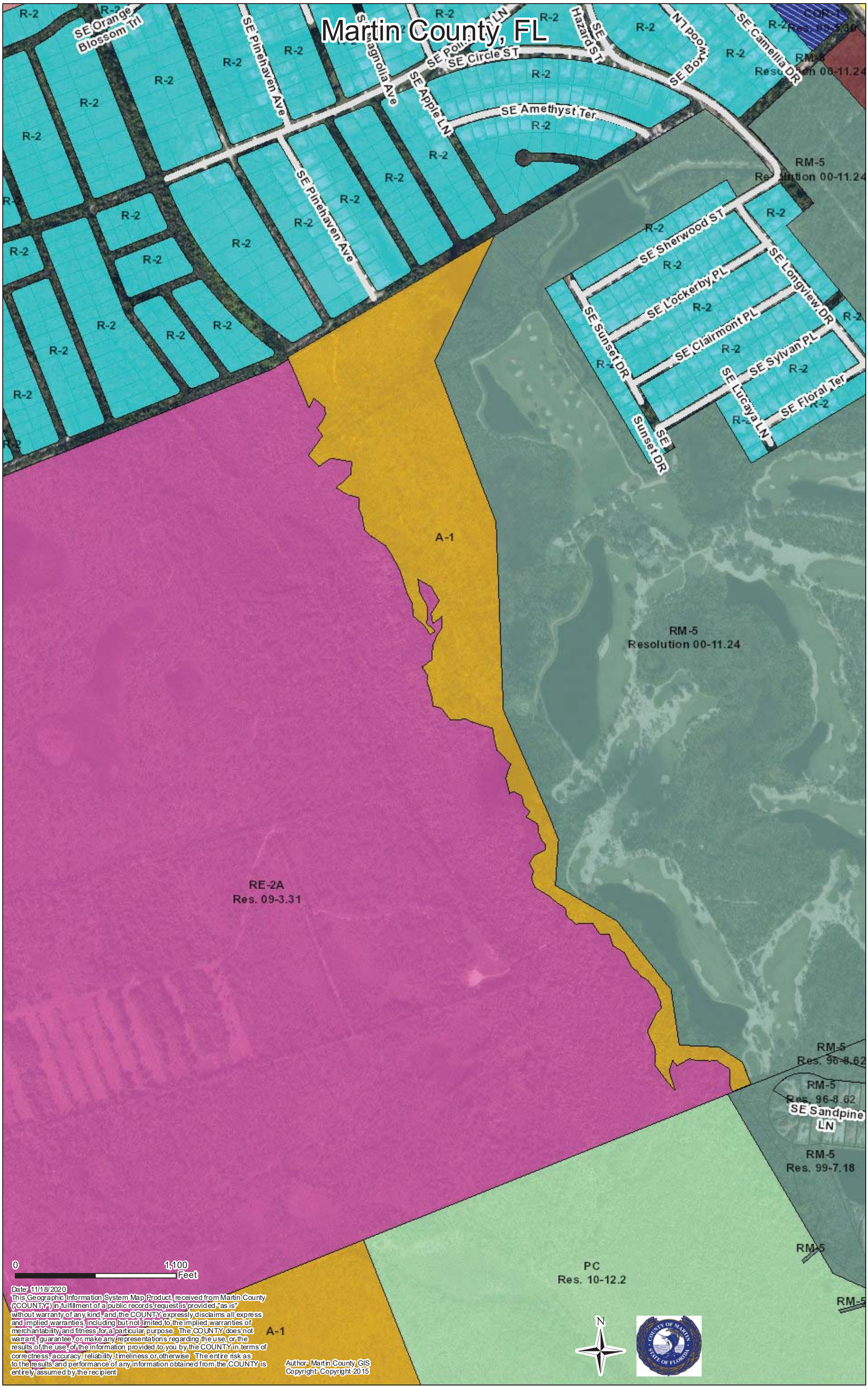
N

Date: 11/18/2020

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.

Author: Martin County GIS
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Martin County, FL



Date: 11/18/2020

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.

Author: Martin County GIS

Copyright: Copyright 2015

lucido&associates

February 3, 2021

Subject and Location: **McArthur Golf Club, LLC, (M189-007)** - Request to rezone approximately 49.4 acres of property from the A-1, Small Farms District, to the RS-5, Single Family District, or the most appropriate zoning district. The subject site is located west of the existing McArthur Golf Club, which is west of the US-1/SE Osprey Street intersection and south of the Poinciana Gardens subdivision. It is part of a 517-acre (+/-) tract that is proposed to be developed an as accessory 18-hole golf course to be owned and operated by the existing golf club. Included is a request for a Certificate of Public Facilities Exemption.

Dear Property Owner:

As a landowner within 500 feet of the property identified in the above description and shown on the map attached to this letter, please be advised that consideration of an amendment to the zoning atlas as noted above will occur at two public hearings.

The date, time and place of the scheduled hearings are as follows:

Time and Date: **LOCAL PLANNING AGENCY**
7:00 P.M., or as soon after as the matter may be heard, on
Thursday, February 18, 2021

Time and Date: **BOARD OF COUNTY COMMISSIONERS**
9:00 A.M., or as soon after as the matter may be heard, on
Tuesday, March 9, 2021

Place: Martin County Administrative Center
2401 S.E. Monterey Road
Stuart, Florida 34996

All interested persons are invited to attend and be heard. 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 County Administrator at (772) 221-2360, or in writing to 2401 S.E. Monterey Road, Stuart, FL 34996, no later than three days before the hearing date. Persons using a TDD device, please call 711 Florida Relay Services.

When attending a public hearing, a member of the public may speak during the public comment portion of the public hearing. A person may also participate in the public meeting as an Intervenor. An Intervenor may ask questions of the staff, applicant and give testimony on the subject of the public hearing. In order to be an Intervenor, a person must qualify to receive mailed notice of the subject application in accordance with Section 10.6.E., Land Development Regulations, Martin County Code. In addition, an Intervenor must file a form of intent with the County Administrator not less than 7 business days prior to the meeting. No fee

Lucido & Associates 701 SE Ocean Boulevard Stuart, Florida 34994
tel: 772.220.2100 fax: 772.223.0220 web: www.lucidodesign.com

will be assessed on Intervenor. If the Intervenor is representing a group/association, he/she must file a letter on official letterhead signed by an authorized representative of the group/association, stating that he/she is authorized to speak for the group. Forms are available on the Martin County website www.martin.fl.us.

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.

For further information, please call the Growth Management Department at 772-288-5495. All written comments should be sent to Paul Schilling, Growth Management Department Director, (e-mail: Paul pschilli@martin.fl.us or 2401 SE Monterey Road, Stuart, FL 34996. Copies of the item will be available from the Growth Management Department. 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.

Sincerely,

Morris A. Crady, AICP
Senior Vice President

Attachment: Location Map

Classifieds

To Advertise, visit: **classifieds.tcpalm.com**

- Classifieds Phone: **772.283.5252**
- Classifieds Email: **tcpalmclass@gannett.com**
- Hours: **Monday - Friday 8:00am - 5:30pm**

All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. The Treasure Coast reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. The Treasure Coast shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.

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Public Notices

NOTICE OF PUBLIC HEARINGS

Subject: Request by McArthur Golf Club, LLC (M189-007) for a zoning district change from the A-1, Small Farms District to the RS-5, Low Density Residential District for an approximate 49.4 acre parcel. Included in this application is a request for a Certificate of Public Facilities Exemption.

Location: The subject parcel is undeveloped and is located on the west side of the existing McArthur Golf Club, which is accessed at the intersection of SE Osprey Street and SE Federal Highway in Hobe Sound.

Public hearing: **LOCAL PLANNING AGENCY (LPA)**
Time and Date: 7:00 P.M. or as soon as it can be heard on Thursday, February 18, 2021

Public hearing: **BOARD OF COUNTY COMMISSIONERS (BCC)**
Time and Date: 9:00 A.M. or as soon as it can be heard on Tuesday, March 9, 2021

Place: Martin County Administrative Center
2401 SE Monterey Road
Stuart, Florida 34996

All interested persons are invited to attend and be heard.
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.

When attending a public hearing, a person may speak during the public comment portion of the public hearing. A person may also participate as an Intervenor. An Intervenor may ask questions of the staff, applicant and provide testimony. In order to be an Intervenor, a person must qualify to receive mailed notice of the application in accordance with Section 10.6.E, Land Development Regulations, Martin County Code. In addition, an Intervenor must file a form of intent with the County Administrator at least 7 business days prior to the LPA or BCC meeting. No fee will be assessed. If the Intervenor is representing a group/association, he/she must file a letter on official letterhead signed by an authorized representative of the group/association, stating that he/she is authorized to speak for the group. Forms are available on the Martin County website www.martin.fl.us. Any documentation, including all dvd, cd or video cassette tapes intended to be proffered as evidence must be submitted to the Growth Management Department at least 7 business days prior to the LPA or BCC meetings.

If any person who 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.

For further information, including copies of the agenda item materials, please call the Growth Management Department at (772) 288-5495. Prior to the public hearings, written comments should be sent to Peter Walden, Principal Planner, pwalden@martin.fl.us or 2401 SE Monterey Road, Stuart, FL 34996.

THIS NOTICE DATED THIS 3RD DAY OF FEBRUARY 2021
Publish: Feb. 3, 2021
TCN4575505

NOTICE OF PUBLIC HEARINGS

Subject: Tradewinds at Hobe Sound major final site plan (A046-009). Laurel Lane Holdings, LLC Request for major final site plan approval for a 177-unit apartment complex and the associated infrastructure located on an approximate 12.8-acre parcel. Included is a request for a Certificate of Public Facilities Reservation.

Location: The subject parcel is undeveloped and is located on the east side of SE Federal Highway approximately one mile south of SE Osprey Street in Hobe Sound.

Public hearing: **LOCAL PLANNING AGENCY (LPA)**
Time and Date: 7:00 P.M. or as soon as it can be heard on Thursday, February 18, 2021

Public hearing: **BOARD OF COUNTY COMMISSIONERS (BCC)**
Time and Date: 9:00 A.M. or as soon as it can be heard on Tuesday, March 9, 2021

Place: Martin County Administrative Center
2401 SE Monterey Road
Stuart, Florida 34996

All interested persons are invited to attend and be heard.
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.

When attending a public hearing, a person may speak during the public comment portion of the public hearing. A person may also participate as an Intervenor. An Intervenor may ask questions of the staff, applicant and provide testimony. In order to be an Intervenor, a person must qualify to receive mailed notice of the application in accordance with Section 10.6.E, Land Development Regulations, Martin County Code. In addition, an Intervenor must file a form of intent with the County Administrator at least 7 business days prior to the LPA or BCC meeting. No fee will be assessed. If the Intervenor is representing a group/association, he/she must file a letter on official letterhead signed by an authorized representative of the group/association, stating that he/she is authorized to speak for the group. Forms are available on the Martin County website www.martin.fl.us. Any documentation, including all dvd, cd or video cassette tapes intended to be proffered as evidence must be submitted to the Growth Management Department at least 7 business days prior to the LPA or BCC meetings.

If any person who 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.
For further information, including copies of the agenda item materials, please call the Growth Management Department at (772) 288-5495. Prior to the public hearings, written comments should be sent to Peter Walden, Principal Planner, pwalden@martin.fl.us or 2401 SE Monterey Road, Stuart, FL 34996.

THIS NOTICE DATED THIS 3RD DAY OF FEBRUARY 2021
Publish: Feb. 3, 2021
TCN4574838

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Public Notices

Bids and Proposals

PUBLIC NOTICE

CITY OF SEBASTIAN COMMUNITY REDEVELOPMENT AGENCY (CRA) WORKSHOP FEBRUARY 10, 2021 – 5:00 PM 1225 MAIN STREET, SEBASTIAN

The City of Sebastian CRA will conduct a workshop on February 10, 2021 at 5:00 p.m. to provide direction regarding the Harbor Lights Motel Site – 1215 Indian River Drive.

Agendas may be obtained in the City Hall lobby, or on the City website www.cityofsebastian.org.

Individuals are subject to screening prior to entering any City building and entry may be denied if any indicator of illness or prior COVID exposure is identified. All persons entering City Council Chambers where social distancing is not possible, shall wear face coverings. R-20-32. Sec. 1 (1)

No stenographic record by a certified court reporter will be made of the foregoing workshop. Any person who decides to appeal any decision made by the board or agency with respect to any matter considered at this workshop will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be heard. (F.S.286.0105)

In compliance with the American with Disabilities Act (ADA) OF 1990, anyone who needs a special accommodation for this meeting should contact the City's Seating - ADA Coordinator at 388-8226 – ADA@cityofsebastian.org at least 48 hours in advance of this meeting.
Pub February 3 2021
TCN4579072

CITY OF FORT PIERCE FORT PIERCE, FLORIDA CALL FOR BID NO. 2021- 016

Sealed proposals will be received by the City of Fort Pierce, Fort Pierce, Florida, in the Purchasing Division, until:

3:00PM, THURSDAY, FEBURARY 25, 2021
for furnishing:
JANITORIAL SERVICES FOR CITY OWNED BUILDINGS

in accordance with detailed specifications available upon request in the Purchasing Division, City Hall, 100 N. U.S. 1, Fort Pierce, Florida. Copies of the documents are available electronically from the Purchasing Division by e-mail request to biddesk@city-ftpierce.com, or on the web site of the City of Fort Pierce(http://www.cityoffortpierce.com/187/Purchasing)and Demandstar.com(www.demandstar.com).

A **Mandatory Pre-Bid Meeting will be held at 10:00 A.M., Thursday, February 11, 2021** at the River Walk Center 600 North Indian River Drive, Fort Pierce, FL. All interested bidders **MUST** attend this meeting in order for their bids to be considered. Anyone arriving **after 10:15 A.M.** will not be allowed to participate in the bid process.

The City of Fort Pierce encourages Minority/Women Owned Business Enterprise participation.

CITY OF FORT PIERCE

Gelencia Carter, MPA
Purchasing Manager

Pub: Jan 27, Feb. 3, 2021
TCN4564166

PUBLIC NOTICE TO THE RESIDENTS, PROPERTY OWNERS AND PUBLIC IN GENERAL OF ST. LUCIE VILLAGE, FLORIDA:

Notice is hereby given that the Board of Aldermen of the Town of St. Lucie Village, Florida will have a joint meeting with the St. Lucie County Board of County Commissioners on February 4, 2021, at 10:00 a.m. at the County Commission Chambers, 2300 Virginia Avenue, 3rd Floor of Roger Poitras Building, Ft. Pierce, FL 34982. Topics discussed will include: train update, Old Dixie and residential flooding east of FEC Railroad, road maintenance, airport noise, and resiliency planning.
Pub February 3 2021
TCN4584474

Notice to Contractors Florida Department of Transportation Project

Bids will be received by the District Four Procurement Office until 10:30 A.M. on Friday, March 5, 2021, for the following proposal in Martin, St. Lucie, and Indian River Counties: Z4102-R0 Pre-Event Cut & Toss; Martin County E4V04-R0-Mowing & litter;. Complete letting advertisement information is available on our website at: https://www.fdot.gov/contracts/d4/default.shtm click on Friday, March 5, 2021, letting or by calling (954) 777-4612.
Pub: Feb 3, 10 2021
TCN4575796

Foreclosure

IN THE COUNTY COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR MARTIN COUNTY, FLORIDA DIVISION: CIVIL

PLANTATION BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation,
Plaintiff,
vs.
PEGGY S. JOHNSON; THE UNKNOWN HEIRS, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES, OR OTHER CLAIMANTS CLAIMING BY, THROUGH, UNDER OR AGAINST PEGGY S. JOHNSON, DECEASED; REBECCA CLINEVELL; JEFFERY FRED JOHNSON; JAMES R. JOHNSON; DONNA JEAN JOHNSON,
Defendants.

CASE NO. 20001012CCAXMX

NOTICE OF FORECLOSURE SALE

NOTICE is hereby given that, Clerk of Circuit and County Courts of Martin County, Florida, will on **March 30, 2021, at 10:00 a.m., via electronic sale at www.martin.realforeclose.com**, offer for sale and sell at public outcry to the highest bidder for cash, the following described property situated in Martin County, Florida:

Unit Weeks No. 24 in Condominium Parcel Number 206 of PLANTATION BEACH CLUB, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 596 at Page 1184, in the Public Records of Martin County, Florida, and all amendment(s) thereto, if any.

pursuant to the Final Judgment of Foreclosure entered in a case pending in said Court in the above-styled cause.

Any person claiming an interest in the surplus from the sale, if any, other than property owner as of the date of the Lis Pendens, must file a claim within 60 days after the sale.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Notice of Foreclosure Sale has been furnished to Defendants listed on the attached service list by U.S. Mail this _____ day of February, 2021.

MICHAEL J. BELLE, P.A.
2364 Fruitville Road
Sarasota, Florida 34237
Telephone: (941) 955-9212
Facsimile: (941) 955-0317

By: ***/s/ Michael J. Belle***
Michael J. Belle, Esquire
Attorney for Plaintiff
Florida Bar No.: 840882
DESIGNATED PRIMARY E-MAIL SERVICE
PURSUANT TO FLA. R. JUD. ADMIN. 2.516
service@michaelbelle.com;
michaelb@michaelbelle.com
JLuty@michaelbelle.com

NOTE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE HEREBY ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION WILL BE USED FOR THAT PURPOSE.

Published with the Stuart News on the following Publication Dates: Feb. 3rd & 10th, 2021

SERVICE LIST (CASE NO. 20001012CCAXMX)

MICHAEL J. BELLE, ESQUIRE
2364 Fruitville Road
Sarasota, FL 34237
service@michaelbelle.com

PEGGY S. JOHNSON
4408 Garst Hill Rd., SW
Roanoke, VA 24018

THE UNKNOWN HEIRS, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES, OR OTHER CLAIMANTS CLAIMING BY, THROUGH, UNDER OR AGAINST PEGGY S. JOHNSON, DECEASED
4408 Garst Mill Rd., SW
Roanoke, VA 24018

REBECCA CLINEVELL
4573 Cresthill Dr.
Roanoke, VA 24018

JEFFERY FRED JOHNSON
6532 Hidden Falls Dr
Salem, VA 24153

JAMES R. JOHNSON
4408 Garst Mill Rd., SW
Roanoke, VA 24018

DONNA JEAN JOHNSON
6532 Hidden Falls Dr.
Salem, VA 24153

Publish: Feb. 3rd & 10th, 2021
TCN4583004

IN THE COUNTY COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR MARTIN COUNTY, FLORIDA DIVISION: CIVIL

PLANTATION BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation,
Plaintiff,
vs.

Foreclosure

HELLMUTH SIMON a/k/a HELLMUTH E. SIMON and SIGRID SIMON, a/k/a SIGRID I. SIMON,
Defendants.

CASE NO. 20001291CCAXMX

NOTICE OF FORECLOSURE SALE

NOTICE is hereby given that, Clerk of Circuit and County Courts of Martin County, Florida, will on **March 30, 2021, at 10:00 a.m., via electronic sale at www.martin.realforeclose.com**, offer for sale and sell at public outcry to the highest bidder for cash, the following described property situated in Martin County, Florida:

Unit Week No. 46 in Condominium Parcel Number 306 of PLANTATION BEACH CLUB, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 596 at Page 1184, in the Public Records of Martin County, Florida, and all amendment(s) thereto, if any.

Unit Week No. 47 in Condominium Parcel Number 306 of PLANTATION BEACH CLUB, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 596 at Page 1184, in the Public Records of Martin County, Florida, and all amendment(s) thereto, if any.

Unit Week No. 47 in Condominium Parcel Number 210 of PLANTATION BEACH CLUB, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 596 at Page 1184, in the Public Records of Martin County, Florida, and all amendment(s) thereto, if any.

pursuant to the Final Judgment of Foreclosure entered in a case pending in said Court in the above-styled cause.

Any person claiming an interest in the surplus from the sale, if any, other than property owner as of the date of the Lis Pendens, must file a claim within 60 days after the sale.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Notice of Foreclosure Sale has been furnished to Defendant, SIGRID I. SIMON, 7524 Johnnycake Ridge Rd., Mentor, OH 44060, by U.S. Mail this _____ day of February, 2021.

MICHAEL J. BELLE, P.A.
2364 Fruitville Road
Sarasota, Florida 34237
Telephone: (941) 955-9212
Facsimile: (941) 955-0317

By: ***/s/ Michael J. Belle***
Michael J. Belle, Esquire
Attorney for Plaintiff
Florida Bar No.: 840882
DESIGNATED PRIMARY E-MAIL SERVICE
PURSUANT TO FLA. R. JUD. ADMIN. 2.516
service@michaelbelle.com;
michaelb@michaelbelle.com
JLuty@michaelbelle.com

NOTE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE HEREBY ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION WILL BE USED FOR THAT PURPOSE.

Published with the Stuart News on the following Publication Dates: Feb. 3rd & 10th, 2021

Publish: Feb. 3rd & 10th, 2021
TCN4584137

IN THE COUNTY COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR MARTIN COUNTY, FLORIDA DIVISION: CIVIL

PLANTATION BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation,
Plaintiff,
vs.
CHARLES S. WATTS,
Defendant.

CASE NO. 20001369CCAXMX

NOTICE OF FORECLOSURE SALE

NOTICE is hereby given that, Clerk of Circuit and County Courts of Martin County, Florida, will on **March 30, 2021, at 10:00 a.m., via electronic sale at www.martin.realforeclose.com**, offer for sale and sell at public outcry to the highest bidder for cash, the following described property situated in Martin County, Florida:

Unit Week No. 4 in Condominium Parcel Number 407 of PLANTATION BEACH CLUB, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 596 at Page 1184, in the Public Records of Martin County, Florida, and all amendment(s) thereto, if any.

pursuant to the Final Judgment of Foreclosure entered in a case pending in said Court in the above-styled cause.

Any person claiming an interest in the surplus from the sale, if any, other than property owner as of the date of the Lis Pendens, must file a claim within 60 days after the sale.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Notice of Foreclosure Sale has been furnished to Defendant, CHARLES S. WATTS, 73 Oak Street, Westhampton Beach, NY 11978, by U.S. Mail this _____ day of January, 2021.

MICHAEL J. BELLE, P.A.
2364 Fruitville Road
Sarasota, Florida 34237
Telephone: (941) 955-9212
Facsimile: (941) 955-0317

By: ***/s/ Michael J. Belle***
Michael J. Belle, Esquire
Attorney for Plaintiff
Florida Bar No.: 840882
DESIGNATED PRIMARY E-MAIL SERVICE
PURSUANT TO FLA. R. JUD. ADMIN. 2.516
service@michaelbelle.com;
michaelb@michaelbelle.com
JLuty@michaelbelle.com

NOTE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE HEREBY ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION WILL BE USED FOR THAT PURPOSE.

Published with the Stuart News on the following Publication Dates: Feb. 3rd & 10th, 2021

Publish: Feb. 3rd & 10th, 2021
TCN4584097

Public Sale

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR INDIAN RIVER COUNTY, FLORIDA

THE SECRETARY OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, an agency of the United States of America,
Plaintiff
vs.
BETTY C. FORMAN, Deceased; et. al.,
Defendants,
CASE NO.: 2017-CA-000886

NOTICE OF SALE PURSUANT TO CHAPTER 45

NOTICE IS HEREBY GIVEN pursuant to a Final Judgment of Foreclosure dated on this 20th day of January 2021 and entered in Case No. 2017-CA-000886 of the Circuit Court of the Nineteenth Judicial Circuit in and for Indian River County, Florida, wherein The Secretary of the U.S. Department of Housing and Urban Development, an agency of the United States of America, is Plaintiff, and UNKNOWN HEIRS, devisees, grantees, assignees, lienors, creditors or other claimants – claiming by, through, under or against BETTY C. FORMAN, Deceased; UNKNOWN SPOUSE OF BETTY C. FORMAN; J. EMORY CRANDALL, as last known heir; PINETREE HOMEOWNERS ASSOCIATION, INC.; PINETREE VILLAGE II CONDOMINIUM ASSOCIATION OF VERO BEACH, INC.; and JANE DOE, as Unknown Tenant n/k/a VIRGINIA MCNAMARA are Defendants, I will sell to the highest and best bidder for cash on the 22nd day of March 2021 at 10:00 a.m. at www.indian-river.realforeclose.com the following described property as set forth in said Final Judgment, to wit:

Unit 105-C, PINETREE VILLAGE, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Records Book 535, Page 464, as amended from time to time, of the Public Records of Indian River County, Florida.

Property: 1901 Indian River Blvd., C-105, Vero Beach, Florida 32960

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via Regular U.S. Mail to all parties on the attached service list on this 22nd day of January, 2021.
Becker & Poliakoff, P.A.
121 Alhambra Plaza,
10th Floor
Coral Gables, FL 33134
(305) 262-4433
BY: Steven M. Davis, Esq.
Florida Bar # 894249
Pub: January 27, February 3, 2021 TCN4570181

lucido & associates

RECEIVED
JAN 19 2021
GROWTH MANAGEMENT
DEPARTMENT

TRANSMITTAL
(VIA HAND DELIVERY)

Date:	January 14, 2021		
To:	Peter Walden Martin County Growth Management Dept.		
From:	Shirley Lyders		
Subject:	McArthur Golf Club Rezoning M189-007	**Project No.**	20-165

Pursuant to Article 10.6.B of the Development Review Procedures, attached is the certification regarding the posting of the project sign and map showing its location for your records.

701 SE Ocean Blvd., Stuart, FL 34994 P (772) 220–2100 F (772) 223–0220
email: *slyders@lucidodesign.com*

Doug Fitzwater
220 Hibiscus Avenue
Stuart, FL 34996

Mr. Morris Crady
Lucido & Associates
701 SE Ocean Blvd.
Stuart, FL 34994

Notice Proposed Rezoning
McArthur Golf Club
File Number M189-007

Dear Mr. Crady:

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: Development Review Procedures.

Doug Fitzwater

State of Florida
County of Martin

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 14 DAY OF January, 2021 BY Doug Fitzwater, WHO [X] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

KATHLEEN ANDERSON
MY COMMISSION # GG 173271
EXPIRES: January 31, 2022
Bonded Thru Notary Public Underwriters

Notary Public, State of Florida

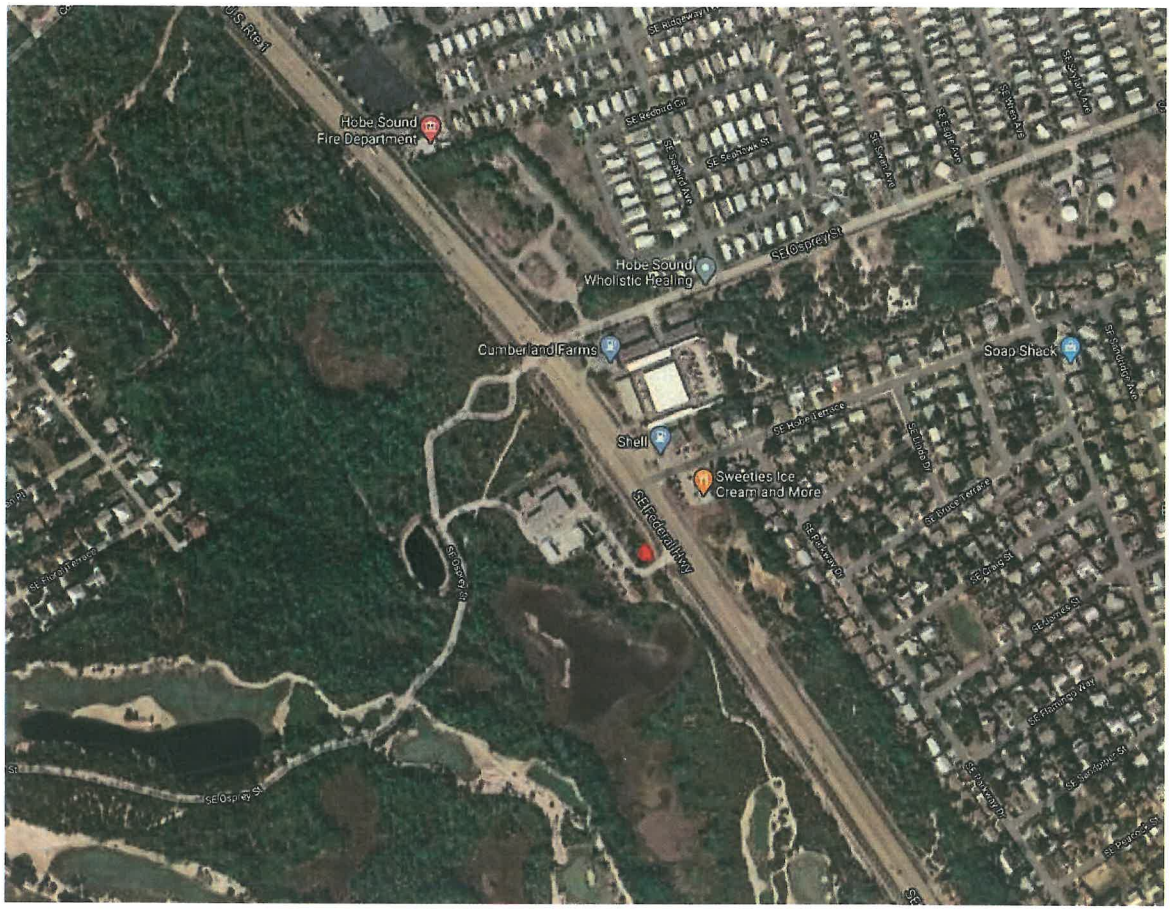
MY COMMISSION EXPIRES



Side One
Sign Photograph



Side Two
SIgn Photograph



Sign Location

Prepared By:
Martin County
Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

[space above line provided for recording data]

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 20-___

[REGARDING DENIAL OF CHANGE IN ZONING CLASSIFICATION FROM A-1, SMALL FARMS DISTRICT DISTRICT, TO RS-5 LOW DENSITY RESIDENTIAL DISTRICT, FOR MCARTHUR GOLF CLUB, LLC]

WHEREAS, this Board has made the following determinations of fact:

1. McArthur Golf Club, LLC submitted an application for a change in zoning district classification from A-1, Small Farms District to RS-5, Low Density Residential District, for the property described in Exhibit A, attached hereto.
2. The Local Planning Agency was scheduled to hear the application at a public hearing on February 18, 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 March 9, 2021.
5. At the public hearing, all interested parties were given an opportunity to be heard.

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

A. The request for a zoning district change from the A-1, Small Farms District to RS-5 Low Density Residential District, for McArthur Golf Club, LLC is hereby denied because 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 09TH DAY OF MARCH, 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
SENIOR ASSISTANT COUNTY ATTORNEY

ATTACHMENTS:

Exhibit A, Legal Description

Agenda Item Summary

File ID: 21-0446 DPQJ-1 **Meeting Date:** 3/9/2021

PLACEMENT: Departmental - Quasi-Judicial

TITLE:

MCARTHUR GOLF CLUB REQUEST FOR REVISED FINAL SITE PLAN APPROVAL (M189-006)

EXECUTIVE SUMMARY:

McArthur Golf Club, LLC, requests approval of a revised major final site plan to add an 18-hole golf course to the existing McArthur Golf Club. The approximate 518-acre parcel is located west of the existing golf club and will add to the approximate 456 developed acres located west of and adjacent to US Highway One at the intersection of SE Osprey Street in Hobe Sound. 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:

McArthur Golf Club, LLC has requested approval of a revised major final site plan to add an 18-hole golf course to the existing McArthur Golf Club. The approximate 518-acre parcel is located west of the existing golf club and will add to the approximate 456 developed acres located west of US Highway One at the intersection of SE Osprey Street in Hobe Sound. Included is a Request for a Certificate of Public Facilities Reservation.

The MacArthur Club received master site plan approval for the existing golf course on April 10, 2001. The original approved plans were for an 18-hole golf course, clubhouse and golf cottages. The revised final site plan reduces the amount of golf cottages to 4 on the existing site but makes no other changes to the existing club and golf course.

The majority of the site is designated for Rural Density future land use and zoned RE-2A, Rural Estate District. A portion of the property has a Low Density future land use designation and is zoned A-1, Small Farms District. A separate application has been submitted to amend the County Zoning Atlas to change the zoning district classification from A-1 to RS-5, Low Density Residential District on the portion of the property with the Low Density future land use designation.

The existing McArthur Golf Club utilizes existing permitted wells supplemented by Irrigation Quality (IQ) water from South Martin Regional Utilities (SMRU). The new golf course has been designed to minimize water use by integrating preserve areas and native landscape areas.

The following supporting items are attached:
Application
Disclosure of Interest
Sign Posting Affidavit
Supplemental Memo
Staff Report
Resolution to Approve
Site Plan
PAMP
Landscape Plan
Resolution to Deny

ISSUES:

There are no unresolved issues 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 revised final site plan and PAMP for the McArthur Golf Club subject to any conditions included within the development order.

ALTERNATIVE RECOMMENDATIONS

Move that the Board continue the request for revised final site plan to a date certain.

FISCAL IMPACT:

RECOMMENDATION

The applicant has paid the $9,127.00 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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lucido&associates

TRANSMITTAL

Date:	October 1, 2020		
To:	Pete Walden, Principal Planner		
From:	Morris Crady		
Subject:	McArthur Golf Club M189-006	**Project No.**	20-165

Per our discussion, the application is for a "Revised Final Site Plan" to add a golf course as an accessory use to the existing project. The existing McArthur Golf Course has received all final site plan approvals and completed all construction.

Since there is not a required master plan or phasing plan proposed, the application fee for a revised final site plan is $9,127.00.

Accordingly, we have updated the previously submitted revised final site plan to include the existing approved revised final site plan for the existing golf course (East Course) and included the following additional materials:

- Revised application form;
- Digital submittal affidavit;
- Revised project narrative;
- The currently approved development order from 2007;
- The overall legal description of the entire parcel for the revised final site plan development order;
- A draft unity of title for the entire project area
- The PAMP; and
- A 2017 boundary survey for the entire parcel. (A current survey and topo for the proposed new golf course was already included in the original application).

The zoning change application for the area zoned A-1 is being submitted under separate cover.

In addition to the additional application materials noted above and the enclosed application fee check, we have also provided the original application package, and additional set of the 24x36 plans, and a CD with PDF copies of the application.

Per the attached completeness letter dated 9-21-20, the items needing additional attention have been addressed as follows:

Item #1: ENVIRONMENTAL ASSESSMENT
RESPONSE: The environmental assessment is included in the revised PAMP enclosed.

Item #2: ENVIRONMENTAL WAIVER
RESPONSE: Based on follow-up discussions between Paul Ezzo with EW Consultants, and environmental review staff, it was determined that an environmental waiver or fee is not required. As per the revised PAMP enclosed, the improvements to the existing wetland area are considered a stormwater improvement and wetland restoration project, which does not require a wetland waiver.

Item #3: PAMP
RESPONSE: See paper copy of revised PAMP enclosed.

Please feel free to contact me if you have any questions or comments.

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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September 21, 2020

Mr. Morris Crady
Lucido & Associates
701 SE Ocean Blvd.
Stuart, FL 34994

Record No.: DEV2020090003
Project Number: M189-006

Re: Completeness Review
McArthur West Golf Club Revised Major Master Final Site Plan

Dear Mr. Crady:

The above referenced application has been determined to be complete for review by the County. Pete Walden, Principal Planner, will be the County's project coordinator for this request. As such, please direct all future questions and correspondence to his attention.

Although the review was determined complete, the following items need additional attention:

The application is determined to be a Revised Major Master Final Site Plan due to the fact that all access and parking are dependent on the existing Golf Club. The revised documents should incorporate the existing golf club with unity of title to be administered upon approval. A rezoning of the existing area under the A-1 zoning district, is still required as stated in the Pre-application meeting.

Item #1: ENVIRONMENTAL ASSESSMENT: An environmental assessment of the property pursuant to Section 4.32., LDR, Martin County, Fla. (2013) and State issued wetland delineation. (Note: A Phase 1 ESA does not satisfy this requirement.)

Comments: Please provide an environmental assessment.

Item #2: ENVIRONMENTAL WAIVER: Environmental waiver, when appropriate. (Separate fee required, see fee schedule).

Comments: Please provide a paper copy of the proposed environmental waiver.

Item #3: PAMP: A preserve area management plan, if the environmental assessment identifies wetlands or native habitats that are required to be preserved.

Comments: Please provide a paper copy of the proposed PAMP.

You may review the application on-line at https://aca3.accela.com/martinco. Select Search Development Review and enter the Record Number above.

At this time, please submit the full application with a bookmarked disc and an extra set of plans, along with an application fee in the amount of **$12,000.00** (check payable to Martin County Board of County Commissioners) to the Growth Management Department, Development Review Division. Each set must duplicate the application submitted for completeness review. Each set must contain original signed and sealed documents. The review of the application will commence the date after the project coordinator distributes the copies to the various agencies and individuals who participate in the review process for this application. At the end of the review period, you will be provided with a completed staff report for this application.

In the meantime, it is required that a sign be erected on the subject property. The project number **M189-006** must be included on the sign(s). Prior to preparing your sign, please read Section 10.6, Land Development Regulations, Martin County, Fla., which contains the required information that must be on the sign. Please provide documentation (i.e., photograph and certification to the project coordinator) that the property has been posted in accordance to the notification requirements.

Sincerely,

Paul Schilling
Growth Management Director

PS:PW:kk

cc: McArthur Golf Club LLC, 6550 SE Osprey Street, Hobe Sound, FL 33455

lucido&associates

September 8, 2020 **Hand Delivery**

Paul Schilling, Director
Martin County Growth Management Department
2401 SE Monterey Road
Stuart, Florida 34996

Re: McArthur West Golf Club – Major Final Site Plan Application and Public Facilities Exemption (Our Reference: #20-165)

Dear Paul:

On behalf of the property owner, McArthur Golf Club, LLC, we are pleased to submit this application for major final site plan application for the McArthur West Golf Course, which is located west of the intersection of US-1 and Osprey Street in Hobe Sound, Florida.

As more particularly described in the enclosed project narrative, the 518-acre property is located within the Primary and Secondary Urban Service District, immediately west of the existing McArthur Golf Club, which has primary access from US-1 at the intersection of Osprey Street in Hobe Sound. The existing owners and members of McArthur Golf Club would like to expand the existing club to include an additional 18-hole course on the subject property. Access, parking and clubhouse amenities would be accommodated at the existing club.

The proposed use as a golf course is a permitted use within the existing Rural Density future land use and RE-2A zoning district.

The proposed application was discussed at a pre-application workshop on July 9, 2020; however, the application has been slightly revised to exclude the construction of a maintenance facility and secondary access through the undeveloped and unopened roads within the Poinciana Gardens, which is located to the north of the subject site. Construction of the new golf course including access and maintenance will occur through the existing golf course until such time as alternative access through Poinciana Gardens can be obtained, if at all.

As discussed at the workshop, the project is an additional amenity to the club members and their guests and no residential units or cottages are proposed. Therefore, a traffic study is not required and the project qualifies for a Public Facilities Exemption.

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. Recorded deed documenting ownership by McArthur Golf Club, LLC;

Lucido & Associates 701 SE Ocean Boulevard Stuart, Florida 34994
tel 772.220.2100 fax 772.223.0220 web www.lucidodesign.com

6. The Disclosure of Interest Affidavit;
7. The "no property transfer" statement;
8. Legal description;
9. Unity of Title;
10. Location map;
11. Current aerial;
12. Current future land use map
13. Current zoning map;
14. Excavation, fill and hauling form;
15. Stormwater report and calculations;
16. Stormwater maintenance plan;
17. Traffic impact statement;
18. Preserve Area Management Plan including environmental assessment and waiver;
19. Proposed water sources;
20. Letter dated August 31, 2020 from South Martin Regional Utilities;
21. Groundwater model;
22. Signed & sealed boundary survey/topo, and digital copy of same;
23. Proposed final site plan, and digital copy of same;
24. Protected tree survey (See memorandum from EW Consultants);
25. Landscape plan; and
26. Construction plans including land clearing and erosion control plan.

The following standard application materials are not provided for the reasons indicated:

- **Land Dedication Requirements** – No land dedications are required or proposed;
- **Traffic Impact Analysis** – As confirmed during the pre-application workshop, a traffic statement is sufficient because the project is an additional amenity to the existing golf club.
- **Evacuation Plan** – The project does not include any homes or buildings that may be threatened by wind or flood;
- **Fire Wildfire Scoresheet** – The project does not include any homes or buildings that may be threatened by wildfire;
- **School Impact Worksheet** – No residential housing is proposed;
- **Landscaping Alternative Compliance** – Alternative landscape compliance is not proposed;
- **CRA Alternative Compliance** – The project is not located in a CRA;
- **Utilities Water & Wastewater Agreement Information** – No potable water or sewer service is proposed, however an IQ water agreement from South Martin Regional Utility (SMRU) will be provided prior to the commencement of construction;
- **Utility Certification** – See response above.
- **Utility Letters** - The existing irrigation wells already have service provided by FPL – no cable, ATT, waste management or other utility services are required;
- **Utility Calculations** - The project does not require utility services;
- **Surrounding Property Owners List** – To be provided prior to scheduling for the first public meeting;
- **Architectural Elevations/Floor Plans** – No buildings except for golf course shelters are proposed; and
- **Lighting Plan** – A lighting plan is not required or proposed.

Upon a determination of completeness, we will submit the additional set of 24x36 plans and the application fee in the amount of $9,127.00.

Please feel free to contact me or my assistant, Shirley Lyders, if you have any questions or comments.

Sincerely,

Morris A. Crady, AICP
Senior Vice President

Encl.
Copy: Development Team (electronic)

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: Revised Major Final Site Plan

Name or Title of Proposed Project: McArthur West Golf Club

Brief Project Description:

See project narrative

Was a Pre-Application Held? ☑ **YES/NO** ☐ **Pre-Application Meeting Date:** July 9, 2020

Is there Previous Project Information? ☑ **YES/NO** ☐

Previous Project Number if applicable: M189

Previous Project Name if applicable:

Parcel Control Number(s)

34-38-42-000-160-00000-3
34-38-42-000-160-00010-0
34-38-42-043-407-00080-0
34-38-42-000-160-00010-0

B. PROPERTY OWNER INFORMATION

Owner (Name or Company): McArthur Golf Club, LLC

Company Representative: Kevin Murphy, General Manager

Address: 6550 SE Osprey Street

City: Hobe Sound, State: FL Zip: 33455

Phone: Email:

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): None
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): Northstar Geomatics, Inc.
Company Representative: Gregory S. Fleming, P.S.M.
Address: PO Box 2371
City: Stuart, State: FL Zip: 34995
Phone: 772 781-6400 ext 101 Email: Gregf@nsgeo.com

Civil Engineer (Name or Company): Bowman Consulting
Company Representative: Lisa B. Leonard, P.E.
Address: 301 SE Ocean Blvd, Suite 301
City: Stuart, State: FL Zip: 34994
Phone: 772 283-1413 Email: lleonard@bowmanconsulting.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): None
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Attorney (Name or Company): None
Company Representative: _____
Address: _____
City: _____, State: _____ Zip: _____
Phone: _____ Email: _____

Environmental Planner (Name or Company): EW Consultants, Inc.
Company Representative: Paul Ezzo
Address: 1000 SE Monterey Commons Blvd.
City: Stuart, State: FL Zip: 34996
Phone: 772 287-8771 Email: Pezzo@ewconsultants.com

Other Professional (Name or Company): Geology & Groundwater Consultants, Inc.
Company Representative: Herman Taube, III, P.G.
Address: 445 1st Street
City: Vero Beach, State: FL Zip: 32962
Phone: 772 380-5903 Email: htgeologist@bellsouth.net

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

10-1-2020
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 by means of [✓] physical presence or [ ] online notarization this 1ST **day of** October **2020,**

by Morris A. Crady.

He X **is personally known to me or** ___ **has produced** _____ **as identification.**

Shirley Lyders
Notary Public Signature

Printed name

SHIRLEY LYDERS
Commission # GG 935991
Expires March 31, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

STATE OF: FLORIDA **at-large**

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 McArthur Golf Club Revised FSP application 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

10-1-2020
Date

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA **COUNTY OF: MARTIN**

I hereby certify that the foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 1ST day of October, 2020, by Morris A. Crady.

He or She ✓ is personally known to me or ___ has produced _____ as identification.

Printed name

Notary Public Signature

SHIRLEY LYDERS
Commission # GG 935991
Expires March 31, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

STATE OF: FLORIDA **at-large**

lucido&associates

PROJECT NARRATIVE
McArthur Golf Club
Revised Final Site Plan Application
September 29, 2020

The 518-acre subject property is located within the Primary and Secondary Urban Service Districts, immediately west of McArthur Golf Club, which has primary access from US-1, at the signalized intersection of US-1 and Osprey Street in Hobe Sound. The property is currently vacant, but portions of the site were previously cleared, ditched and developed as rowcrops, which are now dominated by exotic vegetation.

The property is separated from the existing MacArthur Golf Club by a wetland slough that runs along the west side of the Atlantic Coastal Ridge from Seabranch Boulevard south to Bridge Road. The easterly limits of the wetland slough generally forms the line between the Primary and Secondary Urban Service District.

Primary access to the property is through the existing McArthur Golf Club by way of an existing stabilized dirt road through the wetland slough that was constructed during the time the property was being farmed. The crossing includes culverts under the road that allow the drainage flow from north to south. Additional access to the property may be provided (but is not proposed with this application) through several opened and un-opened public roads within the adjacent Poinciana Gardens subdivision platted rights-of-way, which terminate at the project's northern boundary.

The majority of the site is designated for Rural Density future land use and zoned RE-2A. The portion of the property within the Primary Urban Service District is designated for Low Density future land use and zoned A-1.

Surrounding Properties
The properties to the south and west of the subject site include vacant, unimproved agricultural lands designated for Rural Density future land use with an A-1 zoning district, and conservation lands within the Atlantic Ridge Preserve State Park.

The property to the north consists almost entirely of undeveloped platted public rights-of-way and undeveloped lots within the Poinciana Gardens subdivision. Although, the minimum 7,500 sf lots within the subdivision are platted consistent with existing Low Density future land use and R-2 zoning, none of the subdivision's infrastructure within this portion of the project, i.e. roads, drainage, water and sewer, was constructed or is planned to be constructed.

Project Site History
A Master Site Plan application was submitted on August 12, 2008, which included 70, minimum 2-acre lots designed in accordance with the Rural Density future land use and RE-2A zoning district.

On March 17, 2009, the Board of County Commissioners approved a mandatory zoning district change from A-1 to RE-2A on the portion of the property within the Secondary Urban Service District designated for Rural Density future land use.

The application for Master Site Plan approval was formally withdrawn by the applicant in May, 2009 due to the "Great Recession".

The portion of the site within the Primary Urban Service District, which is designated Low Density Residential, was the subject a scrivener's error that was corrected by Resolution of the Board of County Commissioners on December 1, 2009 (Res. No. 09-12-14).

Proposed Project

The existing owners of McArthur Golf Club would like to expand the existing golf club to include an additional 18-hole course on the subject property. Access, parking, maintenance and clubhouse amenities would be accommodated at the existing club. The new course facilities will be limited to the golf course and golf shelters.

As shown on the concept plan, primary access for golfers will be by way of the existing wetland crossing at the southern end of the site, which can also accommodate emergency access vehicles, construction and maintenance equipment. An additional construction and emergency access to the site is possible by way of a obtaining a road opening permit within the public right-of-way of the adjacent Poinciana Gardens subdivision, however access through Poinciana Gardens is not requested or required as part of this application.

The golf course design is based on an updated wetland jurisdictional map that identifies approximately 195 acres of wetlands that will be preserved and protected with minimum 50' wetland buffers for isolated wetlands, and 75' wide buffers for the wetland slough and wetlands connected to the wetland slough. To the extent possible, the 100 acres of golf course area and 30 acres of lakes that are necessary to construct the golf course have been limited to the upland areas previously impacted by agricultural activities. More than 100 acres of existing upland habitat will be preserved adjacent to almost 200 acres of wetlands that will be restored and preserved in perpetuity by way of a Preserve Area Management Plan.

The existing McArthur Golf Club utilizes existing permitted wells supplemented by Irrigation Quality (IQ) water from South Martin Regional Utilities (SMRU). The new golf course has been designed to minimize water use by integrating preserve areas and native landscape areas. Based on preliminary discussions with SMRU, approximately 150,000 gpd of additional IQ water is available. The additional IQ water along with supplemental surface water withdrawals via a modified water use permit from the South Florida Water Management District, will be used to irrigate the golf course.

McArthur Golf Club, LLC
6550 SE Osprey Street
Hobe Sound, FL 33455

August 31, 2020

Paul Schilling, Director
Martin County Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

Re: McArthur Golf Club West - Final Site Plan Application
PCN: 34-38-42-000-160-00000-3
PCN: 34-38-42-000-012-00010-0
PCN: 34-38-42-043-407-00080-0

Dear Mr. Schilling:

As owner of the property referenced above, please consider this correspondence formal authorization for Lucido & Associates to represent McArthur Golf Club, LLC during the governmental review process of the final site plan applications.

Sincerely,

Kevin Murphy, General Manager

STATE OF Florida
COUNTY OF Martin

The foregoing was acknowledged before me this 1st day of September, 2020, by Kevin Murphy who [X] is personally known to me or [ ] has produced _____ as identification.

Personally known

JAMES A. CAPO
MY COMMISSION # GG 153711
EXPIRES: February 20, 2022
Bonded Thru Notary Public Underwriters

(Notarial Seal)

NOTARY PUBLIC
My Commission Expires:

Recorded in Martin County, FL 6/15/2017 1:29 PM
Carolyn Timmann, Clerk of the Circuit Court & Comptroller
Rec Fees: $52.50Deed Tax: $59,171.70
CFN#2640845 BK 2931 PG 2334 PAGE 1 of 6

This instrument prepared by
(and after recording return to):

Foley & Lardner LLP
Megan J. Ellis, Esq.
100 N. Tampa St, Suite 2700
Tampa, Florida 33602

Parcel Id Nos. 34-38-42-000-160-00000-3
34-38-42-000-160-00010-0
34-38-42-043-407-00080-0

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SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 13th day of June, 2017 by McArthur Golf, LLC, a Florida limited liability company (successor by conversion to McArthur Golf, LLC, a Pennsylvania limited liability company) ("**Grantor**"), whose mailing address is 6550 SW Osprey Street, Hobe Sound, Florida 33455, to McArthur Golf Club, L.L.C., a Delaware limited liability company ("**Grantee**"), whose mailing address is 6250 N. River Road, Suite 9000, Rosemont, IL 60018.

Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, conveys and confirms, and by these presents does grant, bargain, sell, alien, convey and confirm unto the Grantee, all that certain real property situate in Martin County, Florida, as more particularly described on Exhibit A attached hereto and incorporated herein by reference, along with any rights, privileges, hereditaments, appurtenances, and easements related to such real property (collectively, the "**Property**").

SUBJECT to real estate taxes and assessments for 2017 and all subsequent years, and the matters described on Exhibit B attached hereto and incorporated herein by reference (the "**Permitted Exceptions**"), without the intent of re-imposing same.

Grantor specially warrants the title to the Property, subject to the Permitted Exceptions, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has signed, sealed and delivered this Special Warranty Deed as of the day and year set forth above.

GRANTOR:

Signed in the presence of:

McArthur Golf, LLC, a Florida limited liability company

By: _____

(print name): NICHOLAS L. CIAMPICHINO

Print: Peter Lund

Title: Managing Member

(print name): W. Scott Turnbull

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was signed, sealed, and acknowledged before me this 12 day of June, 2017, by Peter Lund, as Managing Member of McArthur Golf, LLC, a Florida limited liability company, on behalf of the company. Such person is personally known to me or produced _____ as identification.

(SEAL)

_____

Printed/typed name: LENORE REINE CRUZ

Notary Public-State of

Commission Number: MY COMMISSION # GG 079976

Commission expires: EXPIRES: March 6, 2021

Bonded Thru Budget Notary Services

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EXHIBIT A

Legal Description

The land referred to herein below is situated in the County of Martin, State of Florida, and is described as follows:

PARCEL 1:

All of that certain real property located in Martin County, Florida, more particularly described as follows:

Beginning at a point in the Westerly line of the Gomez Grant a distance Southerly along the same 4,600 feet from the Northwesterly corner of said Grant and running thence (1) North 68°26' East about 6,894. 77 feet to the Westerly line of U.S. Highway No. 1; thence (2) Southerly along the same about 10,083.72 feet to the Southerly line of the herein described parcel; thence (3) South 68°26' West parallel to the first course and at right angles to the Westerly line of the Gomez Grant 9,684.01 feet to a concrete monument; thence (4) North 21°34' West along the Westerly line of the Gomez Grant 9,667.8 feet to the point of beginning.

EXCEPTING THEREFROM, HOWEVER, THE FOLLOWING:

Parcel (a): Sections 1 and 2 of POINCIANA GARDENS, recorded in Plat Book 2, Page 95, Martin County Records;

Parcel (b): Sections 3 and 4 of POINCIANA GARDENS, recorded in Plat Book 2, Page 105, Martin County Records;

Parcel (c): Section 5 of POINCIANA GARDENS, recorded in Plat Book 3, Page 47, Martin County Records; Parcel (d): Lots 16 and 17, LAKE PARK ADDITION and other lots in LAKE PARK ADDITION lying Northerly of Ocean Way (said Ocean Way being shown on Plat of Section 4 of POINCIANA GARDENS) of LAKE PARK ADDITION, according to the Plat recorded in Plat Book 2, at page 86, Martin County Records; and, Parcel (e): The Southerly 1,950 feet thereof.

Parcels (a), (b), (c), (d) and (e) above are the same parcels as those set out in that deed dated May 6, 1963, and recorded in O.R. Book 114, at Page 326, of said Public Records.

FURTHER EXCEPTING THEREFROM THE FOLLOWING:

Being a parcel of land lying in the Gomez Grant, Martin County, Florida, said parcel being more particularly described as follows:

BEGIN at the Northwest corner of Poinciana Gardens Section 5, as recorded in Plat Book 3, Page 47 of the Public Records of Martin County, Florida; thence North 58°51'30" East, along the North line of said Poinciana Gardens Section 5, a distance of 1285.00 feet to a point, said point being the

Clerk Copy

Northeast corner of Lot 14, Block 402 of said Poinciana Gardens Section 5; thence South 31°08'30" East along the East line of said Lot 14, a distance of 125.00 feet to a point in the Northerly right-of-way line of Sherwood Road; thence North 58°51'30" East along said Northerly right-of-way line, a distance of 250.87 feet to a point in the Westerly right-of-way line of Circle Drive; thence North 39°43'30" West along said Westerly right-of-way line, a distance of 88.30 feet to the beginning of a curve concave to the Southwest, having a radius of 1760.00 feet; thence Northerly along the arc of said curve through a central angle of 16°06'50", a distance of 494.98 feet to a point, said point being on the South line of Poinciana Gardens Section 4, as recorded in Plat Book 2, Page 105 of the Public Records of Martin County, Florida; thence South 58°51'30" West along said South line of Poinciana Gardens Section 4, a distance of 1496.41 feet; thence departing said South line, South 45°57'00" East, a distance of 449.94 feet to the POINT OF BEGINNING.

PARCEL 2:

Lot 8, Block 407, POINCIANA GARDENS, SECTION 5, according to the Plat thereof, recoded in Plat Book 3, Page 47, Public Records of Martin County, Florida.

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EXHIBIT B
Permitted Exceptions

All of the following as recorded in the Public Records of Martin County, Florida:

(1) Easements to AT&T recorded in Deed Book 42, Page 475 and Deed Book 42, Page 405; and as affected by Assignment recorded in O.R. Book 821, Page 1406; and as further affected by Easement Reduction and Relocation Agreement recorded in O.R. Book 856, Page 239.

(2) Easement in O.R. Book 856, Page 239 in the approximate location shown on the ALTA/NSPS Land Title Survey made by Kevin David Crowe on behalf of Bock & Clark Corporation dated April 11, 2017, last revised June 9, 2017, and designated Job No. 201700970-1 (the "**Survey**"). (As to Parcel 1 only)

(3) Terms, provisions and easement contained in Warranty Deed recorded in O.R. Book 100, Page 217. (As to Parcel 1)

(4) Easement for Drainage recorded in O.R. Book 114, Page 320.

(5) Easement Reservation, for drainage, as shown in O.R. Book 114, Page 326.

(6) Easement in favor of Florida Power and Light Company recorded in O.R. Book 179, Page 260 and O.R. Book 179, Page 262.

(7) Drainage Easement recorded in O.R. Book 675, Page 325.

(8) Reserved lot shown on the Plat of Lake Park Addition, according to the plat thereof recorded in Plat Book 2, Page 86, and as approximately shown on the Survey. (As to Parcel 1 only)

(9) Conservation Easement in favor of the South Florida Water Management District, establishing perpetual conservation easements over the land, recorded July 31, 2001, in O.R. Book 1571, Page 1171, as affected by Amendment of Conservation Easement recorded in O.R. Book 1666, Page 2022, as approximately shown on the Survey. (As to Parcel 1 only)

(10) Resolution Number 01-4.12 of the Board of County Commissioners, Martin County, Florida, regarding Master Site Plan Approval for McArthur Golf Club With A Request for Public Facilities Deferral, recorded August 8, 2001, in O.R. Book 1573, Page 2086, and as affected by Martin County Florida Revised Major Development Order recorded in O.R. Book 1655, Page 2830, and as further affected by Martin County Florida Revised Major Development Order recorded in O.R. Book 1739, Page 2277, and as further affected by Martin County Florida Revised Major Development Order recorded in O.R. Book 2246, Page 2481, and wetland buffer in the approximate location shown on the Survey. (As to Parcel 1 only)

(11) Unity of Title recorded August 8, 2001, in O.R. Book 1573, Page 2175.

(12) Resolution No. 00-11.24 of the Board of County Commissioners, Martin County, Florida, Regarding Change in Zoning District Classification from R-3A to MDR and A-1 and R-2B to LDR for McArthur Golf LLC with a Certificate of Public Facilities Exemption, as recorded

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in O.R. Book 1526, Page 1705.

(13) Resolution No. 01-6.25 of the Board of County Commissioners, Martin County, Florida, Regarding Final Site Plan Approval for McArthur Golf Club, Phase 1, with a Certificate of Public Facilities Reservation, as recorded in O.R. Book 1584 , Page 857.

(14) Deed of Conservation Easement in favor of South Florida Water Management District, recorded in O.R. Book 1666, Page 2057, and as approximately shown on the Survey. (As to Parcel 1 only)

(15) Non-exclusive easement granted by the Utility Easement in favor of the Town of Jupiter Island, recorded in O.R. Book 1846, Page 2432, and as approximately shown on the Survey. (As to Parcel 1 only)

(16) Non-exclusive easement granted by the Utility Easement in favor of the Town of Jupiter Island, recorded in O.R. Book 1846, Page 2452, and as approximately shown on the Survey. (As to Parcel 1 only)

(17) Non-exclusive easement granted by the Utility Easement in favor of the Town of Jupiter Island, recorded in O.R. Book 1846, Page 2464, and as approximately shown on the Survey. (As to Parcel 1 only)

(18) Non-exclusive easement granted by the Utility Easement in favor of the BellSouth Telecommunications, Inc., recorded in O.R. Book 1846, Page 2473, and as approximately shown on the Survey. (As to Parcel 1 only)

(19) Non-exclusive electric utility easement granted by the Easement in favor of Florida Power & Light Company, recorded in O.R. Book 1849, Page 87, and as approximately shown on the Survey. (As to Parcel 1 only)

(20) Non-exclusive electric utility easement granted by the Easement in favor of Florida Power & Light Company, recorded in O.R. Book 1849, Page 110, and as approximately shown on the Survey. (As to Parcel 1 only)

(21) Non-exclusive easement granted by the Drainage Easement in favor of Martin County, recorded in O.R. Book 1942, Page 1586, and as affected by County Resolution No. 04-9.41 accepting the same, recoded in O.R. Book 1942, Page 1585, and as approximately shown on the Survey. (As to Parcel 1 only)

(22) Resolution No. 09-12.14 of the Board of County Commissioners , Martin County, Florida, relating to future land use, recoded in O.R. Book 2427, Page 2527. Eastern Reservation Area as approximately shown on the Survey. (As to Parcel 1 only)

(23) 10' utility easement and 20' drainage easement shown on the Plat of POINCIANA GARDENS, SECTION 5, according to the Plat thereof, recoded in Plat Book 3, Page 47. (As to Parcel 1 only)

(24) Martin County Resolution No. 01-12.2, accepting Easements for the Poinciana Gardens Retrofit Project, recorded in O.R. Book 1614, Page 1385.

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UNITY OF TITLE

In consideration of the issuance of a Permit to **McArthur Golf Club LLC, a Florida limited liability company,** as "Owner", for the construction of the McArthur Golf Course in Hobe Sound, Martin County, Florida, and for other good and valuable considerations, the undersigned hereby agrees to restrict the use of lands described in Exhibit "A" attached hereto in the following manner:

1. That said property shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised, or assigned separately except in its entirety as one plot and parcel of land; with the sole exception being that a portion of said property may be sold, transferred, devised or assigned to any governmental entity.

2. The undersigned further agrees that this condition, restriction and limitation shall be deemed a covenant running with the land, and shall remain in full force and effect, and be binding upon the undersigned, their heirs and assigns until such time as the same may be released in writing by the Board of County Commissioners.

3. The undersigned further agrees that this instrument shall be recorded in the Public Records of Martin County.

4. Nothing herein contained shall limit, in any manner, the Owner, or their successors or assigns, to mortgage or encumber the property or any part thereof.

Signed, acknowledged and notarized on this _____ day of _____, 2020.

OWNER

McArthur Golf Club LLC, a Florida limited liability company

WITNESSES:

Sign: _____
Print:

Sign: _____
Print:

By: _____
Kevin Murphy, Authorized Agent

Address: 6550 SE Osprey Street
Hobe Sound, FL 33455

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this _____ day of _____, 2020, by KEVIN MURPHY, Authorized Agent for McArthur Golf Club LLC, a Florida limited liability company, who [ ] is personally known to me or [ ] has produced _____ _____ as identification.

_____
NOTARY PUBLIC
My Commission Expires:

(Notarial Seal)

This Instrument prepared by:
Lucido & Associates
701 S.E. Ocean Boulevard
Stuart, FL 34994

EXHIBIT A

MCARTHUR GOLF CLUB

LEGAL DESCRIPTION

TRACT 1 (EAST GOLF COURSE)

All of that certain real property located in Martin County, Florida, more particularly described as follows:

BEGINNING at a point in the Westerly line of the Gomez Grant, a distance Southerly along the same 4,600 feet from the Northwesterly corner of said Grant and running thence (1) North 68°26' East about 6,894.77 feet to the Westerly line of U.S. Highway No.1; thence (2) Southerly along the same about 10,083.72 feet to the Southerly line of the herein described parcel; thence (3) South 68°26' West parallel to the first course and at right angles to the Westerly line of the Gomez Grant 9,684.01 feet to a concrete monument; thence (4) North 21°34' West along the Westerly line of the Gomez Grant 9,667.8 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM, HOWEVER, THE FOLLOWING:

Parcel (a): Sections 1 and 2 of Poinciana Gardens, recorded in Plat Book 2, Page 95, Martin County, Florida, Public Records;

Parcel (b): Sections 3 and 4 of Poinciana Gardens, recorded in Plat Book 2, Page 105, Martin County, Florida, Public Records;

Parcel (c): Sections 5 of Poinciana Gardens, recorded in Plat Book 3, Page 47, Martin County, Florida, Public Records;

Parcel (d): Lots 16 and 17, Lake Park Addition and other lots in Lake Park Addition lying Northerly of Ocean Way (said Ocean Way being shown on plat of Section 4 of Poinciana Gardens) of Lake Park Addition, according to the plat recorded in Plat Book 2, Page 86, Martin County, Florida, Public Records;

Parcel (e): The Southerly 1,950 feet thereof; and

Parcel (f): The Westerly 518.07 acres, more or less.

Parcels (a), (b), (c), (d) and (e) above are the same parcels as those set out in that deed dated May 6, 1963, and recorded in Official Records Book 114, page 326, Martin County, Florida, Public Records.

Containing 471.89 acres, more or less.

TOGETHER WITH:

TRACT 2 (WEST GOLF COURSE)

BEING A PARCEL OF LAND LYING IN THE GOMEZ GRANT, MARTIN COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

McArthur Golf Club legal description continued

BEGINNING AT THE SOUTHWESTERLY CORNER OF THE PLAT OF POINCIANA GARDENS, SECTIONS 3 AND 4, AS RECORDED IN PLAT BOOK 2, PAGE 105 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE, ALONG THE SOUTHERLY BOUNDARY OF SAID POINCIANA GARDENS SECTIONS 3 AND 4, BY THE FOLLOWING COURSES AND DISTANCES: THENCE NORTH 68°29'17" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 21°30'43" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 68°29'17" EAST, A DISTANCE OF 3434.03 FEET; THENCE NORTH 59°19'00" EAST, A DISTANCE OF 1578.87 FEET; THENCE DEPARTING SAID LINE, SOUTH 25°16'15" WEST A DISTANCE OF 843.79 FEET; THENCE SOUTH 21°13'53" EAST, A DISTANCE OF 1048.94 FEET; THENCE SOUTH 02°37'35" EAST, A DISTANCE OF 1136.69 FEET; THENCE SOUTH 23°55'52" EAST, A DISTANCE OF 701.70 FEET; THENCE SOUTH 21°43'54" EAST, A DISTANCE OF 151.56 FEET; THENCE SOUTH 03°28'54" WEST, A DISTANCE OF 276.51 FEET; THENCE SOUTH 60°32'43" EAST, A DISTANCE OF 431.44 FEET; THENCE SOUTH 38°40'30" EAST, A DISTANCE OF 531.11 FEET; THENCE SOUTH 08°52'46" EAST A DISTANCE OF 343.14 FEET; THENCE SOUTH 87°38'00" EAST, A DISTANCE OF 242.21 FEET; THENCE SOUTH 57°31'16" EAST, A DISTANCE OF 169.91 FEET; THENCE SOUTH 21°34'33" EAST, A DISTANCE OF 142.34 FEET; THENCE SOUTH 68°25'27" WEST, A DISTANCE OF 4724.76 FEET TO A POINT ON THE WESTERLY LINE OF THE GOMEZ GRANT; THENCE ALONG THE WEST LINE OF THE GOMEZ GRANT, BY THE FOLLOWING COURSES AND DISTANCES: NORTH 21°38'25" WEST, A DISTANCE OF 708.64 FEET; THENCE NORTH 21°50'09" WEST, A DISTANCE OF 2654.68 FEET; THENCE NORTH 21°13'53" WEST, A DISTANCE OF 1701.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 518.07 ACRES, MORE OR LESS.

PARCEL ID NUMBERS: 34-38-42-000-160-00000-3
34-38-42-000-160-00010-0
34-38-42-043-407-00080-0

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**
McArthur Golf Club, LLC	6550 SE Osprey Street Hobe Sound, FL 33455

(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**
McArthur Golf Club, LLC	6550 SE Osprey Street Hobe Sound, FL 33455	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
None		

(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 *
None				

(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

Kevin Murphy, General Manager
McArthur Golf Club, LLC

STATE OF FLORIDA
COUNTY OF Martin

The foregoing Disclosure of Interest Affidavit was sworn to, affirmed and subscribed before me this 1st day of September 2020, by Kevin Murphy, who is personally known to me or have produced Personally known as identification.

Notary Public, State of Florida
Print Name: James Capo
My Commission Expires: 2-20-22

(Notary Seal)

JAMES A. CAPO
MY COMMISSION # GG 153711
EXPIRES: February 20, 2022
Bonded Thru Notary Public Underwriters

EXHIBIT A

MCARTHUR WEST GOLF CLUB

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN THE GOMEZ GRANT, MARTIN COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF THE PLAT OF POINCIANA GARDENS, SECTIONS 3 AND 4, AS RECORDED IN PLAT BOOK 2, PAGE 105 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE, ALONG THE SOUTHERLY BOUNDARY OF SAID POINCIANA GARDENS SECTIONS 3 AND 4, BY THE FOLLOWING COURSES AND DISTANCES: THENCE NORTH 68°29'17" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 21°30'43" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 68°29'17" EAST, A DISTANCE OF 3434.03 FEET; THENCE NORTH 59°19'00" EAST, A DISTANCE OF 1578.87 FEET; THENCE DEPARTING SAID LINE, SOUTH 25°16'15" WEST A DISTANCE OF 843.79 FEET; THENCE SOUTH 21°13'53" EAST, A DISTANCE OF 1048.94 FEET; THENCE SOUTH 02°37'35" EAST, A DISTANCE OF 1136.69 FEET; THENCE SOUTH 23°55'52" EAST, A DISTANCE OF 701.70 FEET; THENCE SOUTH 21°43'54" EAST, A DISTANCE OF 151.56 FEET; THENCE SOUTH 03°28'54" WEST, A DISTANCE OF 276.51 FEET; THENCE SOUTH 60°32'43" EAST, A DISTANCE OF 431.44 FEET; THENCE SOUTH 38°40'30" EAST, A DISTANCE OF 531.11 FEET; THENCE SOUTH 08°52'46" EAST A DISTANCE OF 343.14 FEET; THENCE SOUTH 87°38'00" EAST, A DISTANCE OF 242.21 FEET; THENCE SOUTH 57°31'16" EAST, A DISTANCE OF 169.91 FEET; THENCE SOUTH 21°34'33" EAST, A DISTANCE OF 142.34 FEET; THENCE SOUTH 68°25'27" WEST, A DISTANCE OF 4724.76 FEET TO A POINT ON THE WESTERLY LINE OF THE GOMEZ GRANT; THENCE ALONG THE WEST LINE OF THE GOMEZ GRANT, BY THE FOLLOWING COURSES AND DISTANCES: NORTH 21°38'25" WEST, A DISTANCE OF 708.64 FEET; THENCE NORTH 21°50'09" WEST, A DISTANCE OF 2654.68 FEET; THENCE NORTH 21°13'53" WEST, A DISTANCE OF 1701.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 518.07 ACRES, MORE OR LESS.

PARCEL ID NUMBERS: 34-38-42-000-160-00000-3
34-38-42-000-160-00010-0
34-38-42-043-407-00080-0

To the best of my knowledge and belief, there has been no transfer of the subject property since the Special Warranty Deed into McArthur Golf Club, LLC was recorded in the Martin County Public Records.

DATED THIS 8th DAY OF September, 2020.

Morris A. Crady

STATE OF FLORIDA
COUNTY OF MARTIN

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [✓] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 8th DAY OF September, 2020 BY MORRIS A. CRADY, WHO [✓] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

Shirley Lyders
NOTARY PUBLIC

MY COMMISSION EXPIRES:

SHIRLEY LYDERS
Commission # GG 935991
Expires March 31, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT A

MCARTHUR GOLF CLUB

LEGAL DESCRIPTION

TRACT 1 (EAST GOLF COURSE)

All of that certain real property located in Martin County, Florida, more particularly described as follows:

BEGINNING at a point in the Westerly line of the Gomez Grant, a distance Southerly along the same 4,600 feet from the Northwesterly corner of said Grant and running thence (1) North 68°26' East about 6,894.77 feet to the Westerly line of U.S. Highway No.1; thence (2) Southerly along the same about 10,083.72 feet to the Southerly line of the herein described parcel; thence (3) South 68°26' West parallel to the first course and at right angles to the Westerly line of the Gomez Grant 9,684.01 feet to a concrete monument; thence (4) North 21°34' West along the Westerly line of the Gomez Grant 9,667.8 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM, HOWEVER, THE FOLLOWING:

Parcel (a): Sections 1 and 2 of Poinciana Gardens, recorded in Plat Book 2, Page 95, Martin County, Florida, Public Records;

Parcel (b): Sections 3 and 4 of Poinciana Gardens, recorded in Plat Book 2, Page 105, Martin County, Florida, Public Records;

Parcel (c): Sections 5 of Poinciana Gardens, recorded in Plat Book 3, Page 47, Martin County, Florida, Public Records;

Parcel (d): Lots 16 and 17, Lake Park Addition and other lots in Lake Park Addition lying Northerly of Ocean Way (said Ocean Way being shown on plat of Section 4 of Poinciana Gardens) of Lake Park Addition, according to the plat recorded in Plat Book 2, Page 86, Martin County, Florida, Public Records;

Parcel (e): The Southerly 1,950 feet thereof; and

Parcel (f): The Westerly 518.07 acres, more or less.

Parcels (a), (b), (c), (d) and (e) above are the same parcels as those set out in that deed dated May 6, 1963, and recorded in Official Records Book 114, page 326, Martin County, Florida, Public Records.

Containing 471.89 acres, more or less.

TOGETHER WITH:

TRACT 2 (WEST GOLF COURSE)

BEING A PARCEL OF LAND LYING IN THE GOMEZ GRANT, MARTIN COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

McArthur Golf Club legal description continued

BEGINNING AT THE SOUTHWESTERLY CORNER OF THE PLAT OF POINCIANA GARDENS, SECTIONS 3 AND 4, AS RECORDED IN PLAT BOOK 2, PAGE 105 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE, ALONG THE SOUTHERLY BOUNDARY OF SAID POINCIANA GARDENS SECTIONS 3 AND 4, BY THE FOLLOWING COURSES AND DISTANCES: THENCE NORTH 68°29'17" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 21°30'43" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 68°29'17" EAST, A DISTANCE OF 3434.03 FEET; THENCE NORTH 59°19'00" EAST, A DISTANCE OF 1578.87 FEET; THENCE DEPARTING SAID LINE, SOUTH 25°16'15" WEST A DISTANCE OF 843.79 FEET; THENCE SOUTH 21°13'53" EAST, A DISTANCE OF 1048.94 FEET; THENCE SOUTH 02°37'35" EAST, A DISTANCE OF 1136.69 FEET; THENCE SOUTH 23°55'52" EAST, A DISTANCE OF 701.70 FEET; THENCE SOUTH 21°43'54" EAST, A DISTANCE OF 151.56 FEET; THENCE SOUTH 03°28'54" WEST, A DISTANCE OF 276.51 FEET; THENCE SOUTH 60°32'43" EAST, A DISTANCE OF 431.44 FEET; THENCE SOUTH 38°40'30" EAST, A DISTANCE OF 531.11 FEET; THENCE SOUTH 08°52'46" EAST A DISTANCE OF 343.14 FEET; THENCE SOUTH 87°38'00" EAST, A DISTANCE OF 242.21 FEET; THENCE SOUTH 57°31'16" EAST, A DISTANCE OF 169.91 FEET; THENCE SOUTH 21°34'33" EAST, A DISTANCE OF 142.34 FEET; THENCE SOUTH 68°25'27" WEST, A DISTANCE OF 4724.76 FEET TO A POINT ON THE WESTERLY LINE OF THE GOMEZ GRANT; THENCE ALONG THE WEST LINE OF THE GOMEZ GRANT, BY THE FOLLOWING COURSES AND DISTANCES: NORTH 21°38'25" WEST, A DISTANCE OF 708.64 FEET; THENCE NORTH 21°50'09" WEST, A DISTANCE OF 2654.68 FEET; THENCE NORTH 21°13'53" WEST, A DISTANCE OF 1701.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 518.07 ACRES, MORE OR LESS.

PARCEL ID NUMBERS: 34-38-42-000-160-00000-3
34-38-42-000-160-00010-0
34-38-42-043-407-00080-0

lucido&associates

TRANSMITTAL
(VIA HAND DELIVERY)

Date:	October 27, 2020		
To:	Peter Walden Martin County Growth Management Dept.		
From:	Shirley Lyders		
Subject:	McArthur Golf Club M189-006	**Project No.**	20-165

Pursuant to Article 10.6.B of the Development Review Procedures, attached is the certification regarding the posting of the project sign and map showing its location for your records.

701 SE Ocean Blvd., Stuart, FL 34994 P (772) 220–2100 F (772) 223–0220
email: *slyders@lucidodesign.com*

Doug Fitzwater
220 Hibiscus Avenue
Stuart, FL 34996

Mr. Morris Crady
Lucido & Associates
701 SE Ocean Blvd.
Stuart, FL 34994

Notice Development Application
McArthur Golf Club Revised Final Site Plan
File Number M189-006

Dear Mr. Crady:

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: Development Review Procedures.

Doug Fitzwater

State of Florida
County of Martin

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 22 DAY OF October, 2020 BY Doug Fitzwater, WHO [X] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public, State of Florida

MY COMMISSION EXPIRES
KATHLEEN ANDERSON
MY COMMISSION # GG 173271
EXPIRES: January 31, 2022
Bonded Thru Notary Public Underwriters



Side One
Sign Photograph



Side Two
SIgn Photograph



Sign Location

BCC MEETING DATE: March 9, 2021
AGENDA ITEM: DPQJ-1

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners
DATE: March 2, 2021

VIA: Taryn Kryzda
County Administrator

FROM: Peter Walden, AICP, Principal Planner

REF: 21-0446
SUBJECT: **MCARTHUR GOLF CLUB REQUEST FOR REVISED FINAL SITE PLAN APPROVAL (M189-006)**

The following items are attached:

Staff Report
Resolution to Approve
Revised Final Site Plan
Preserve Area Management Plan (PAMP)
Resolution to Deny

Reviewed by County Attorney's Office

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MARTIN COUNTY, FLORIDA
DEVELOPMENT REVIEW

STAFF REPORT

A. Application Information

MCARTHUR WEST GOLF CLUB
REVISED MAJOR FINAL SITE PLAN

Applicant:	McArthur Golf Club LLC
Property Owner:	McArthur Golf Club LLC
Agent for the Applicant:	Lucido and Associates, Morris Crady, AICP
County Project Coordinator:	Pete Walden, AICP, Principal Planner
Growth Management Director:	Paul Schilling
Project Number:	M189-006
Record Number:	DEV2020090003
Report Number:	2020_0302_M189-006_Staff_Report_Final
Submittal Received	09/18/2020
Application Received	09/18/2020
Transmitted	10/06/2020
Date of Report:	12/04/2020
Resubmittal Received:	01/14/2021
Transmitted:	01/15/2021
Date of Report:	02/02/2021
Resubmittal:	02/09/2021
Transmitted:	02/09/2021
Date of Report:	03/02/2021
Date of BCC Meeting;	03/09/2021

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B. Project description and analysis

Request approval of a revised major final site plan to add an 18 hole golf course to the existing McArthur Golf Club. The approximate 518 acre parcel is located west of the existing golf club and will add to the approximate 456 developed acres located west of US Highway One at the intersection of SE Osprey Street in Hobe Sound. Included is a Request for a Certificate of Public Facilities Reservation.

The majority of the site is designated for Rural Density future land use and zoned RE-2A. The portion of the property within the Primary Urban Service District is designated for Low Density future land use and zoned A-1. A separate application is in review to amend the County Zoning Atlas to change the zoning district designation to RS-5, Low Density Residential District.

The existing McArthur Golf Club utilizes existing permitted wells supplemented by Irrigation Quality (IQ) water from South Martin Regional Utilities (SMRU). The new golf course has been designed to minimize water use by integrating preserve areas and native landscape areas.

A Preserve Area Management Plan (PAMP) is required as part of the revised final site plan. There are numerous wetlands on the site and additional provisions will be put in place as per the PAMP, to ensure that historical water levels are maintained.

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	ARDP Review	Pete Walden	772-219-4923	NA
F	Comp Planning Review	Pete Walden	772-219-4923	Comply
G	Site Design Review	Pete Walden	772-219-4923	Comply
H	Community Redevelopment Review	Santiago Abasolo	772-288-5485	NA
H	Commercial Design Review	Santiago Abasolo	772-288-5485	NA
I	Property Mgmt Review	Ellen MacArthur	772-221-1334	NA
J	Environmental Review	Shawn McCarthy	772-288-5508	Comply
J	Landscaping Review	Karen Sjoholm	772-288-5909	Comply
K	Transportation Review	Lukas Lambert	772-221-2300	Comply
L	County Surveyor Review	Thomas Walker	772-288-5928	NA
M	Engineering Review	Michelle Cullum	772-288-5512	Comply
N	Addressing Review	Emily Kohler	772-288-5692	Comply
N	Electronic File Submission Review	Emily Kohler	772-288-5692	Comply
O	Wellfield Review	James Christ	772-320-3034	Comply
O	Water and Wastewater Review	James Christ	772-320-3034	Comply
P	Emergency Mgmt Review	Sally Waite	772 219 4942	NA
P	Fire Prevention Review	Doug Killane	772-288-5633	Comply
Q	ADA Review	Michelle Cullum	772-288-5512	Comply
R	School Board Review	Kimberly Everman	772 219-1200	NA
R	Health Review	Todd Reinhold	772 221-4090	NA
S	County Attorney Review	Krista Storey	772 288-5923	NA
T	Adequate Public Facilities Review	Pete Walden	772-219-4923	NA

D. Review Board action

This application meets the threshold requirements for processing as a Major Master and Final Site plan amendment. As such, a review of this application is required by the County Administrator and final action by the Board of County Commissioners (BCC) at a public meeting. MARTIN COUNTY, FLA., LDR, ARTICLE 10

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).

The applicant addressed the non-compliance findings from the staff report dated, February 02, 2021 with its resubmittal dated February 9, 2021. 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

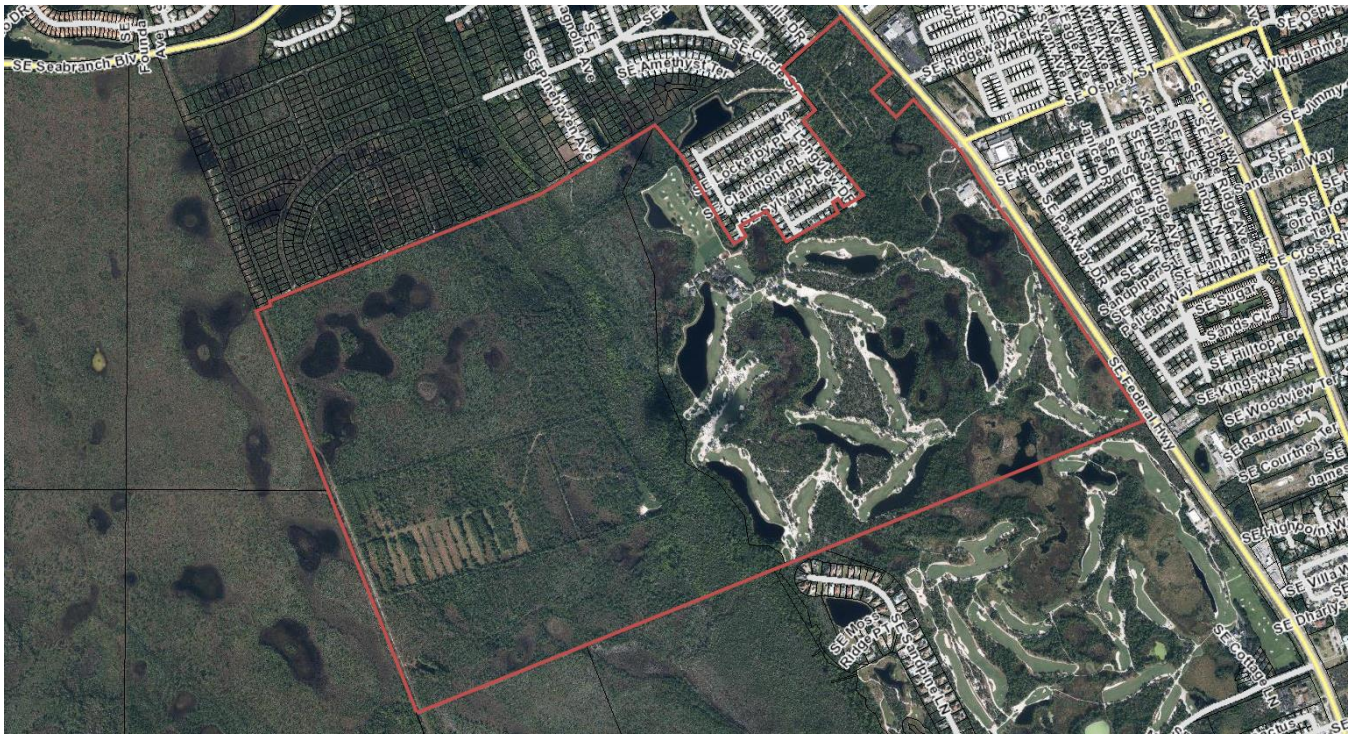
Parcel number(s) and address: 343842000160000003 343842000160000100
8900 SE FEDERAL HWY

Existing Zoning:	RM-5, A-1, and RE-2A
Future Land use:	Low Density and Rural Density
Gross area of site:	976.14

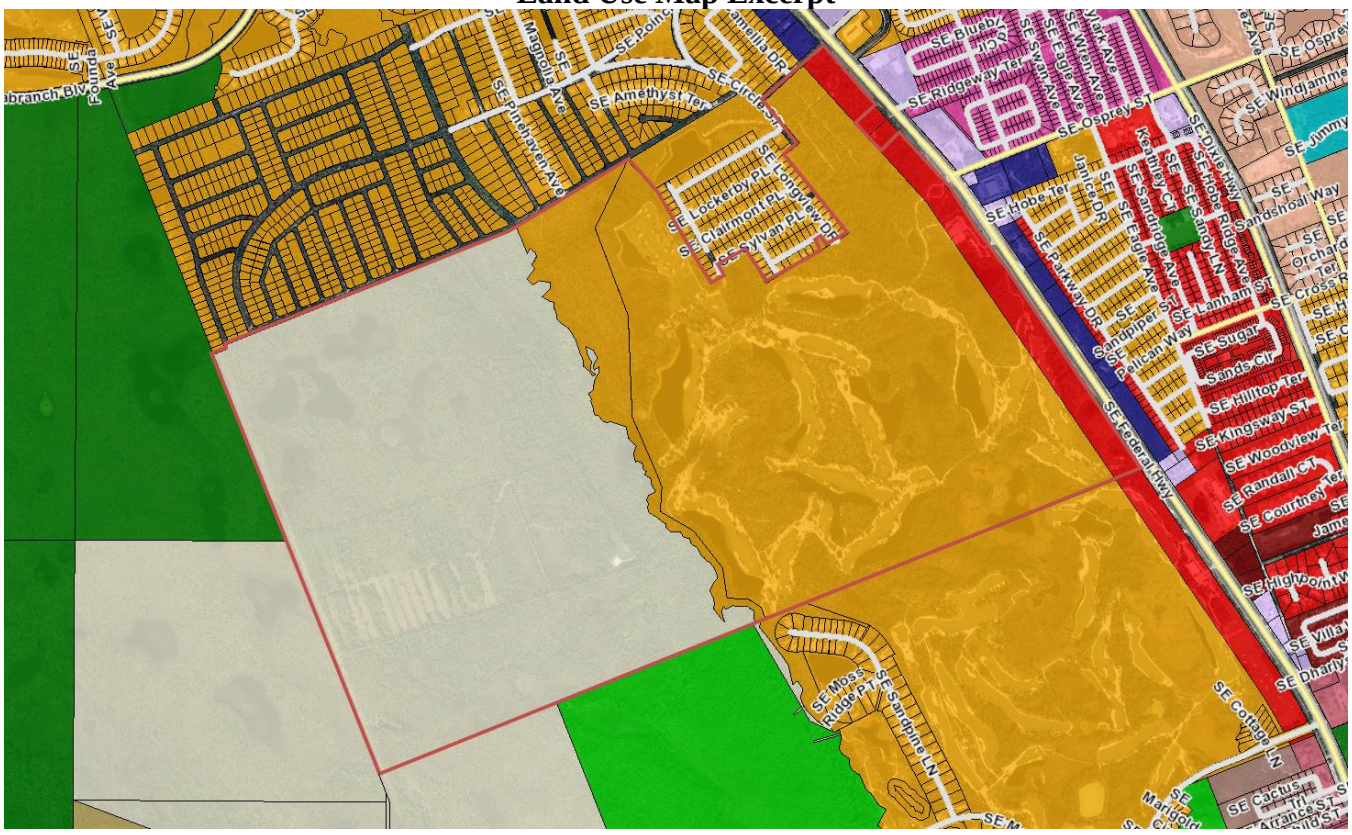
Location Map



Aerial



Land Use Map Excerpt



Zoning Atlas Excerpt



Proposed Development Overlay



F. Determination of compliance with Comprehensive Growth Management Plan requirements - Growth Management Department

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.

Additional information:

Item #1 Rezoning
A request for rezoning of the current A-1 zoning District is under review. The site plan application will be able to move forward concurrent with the rezoning application. The rezoning request was before the Local Planning Agency on February 18, 2021. The LPA voted to approve the request to rezone the parcel to RS-5, Low Density Residential District.

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.

Item #1: Secondary Urban Service Boundary
Pursuant to 4.7B.8 Utility service shall not be extended into the Secondary Urban Service District.
Policy 4.7B.8. Utility services in the Secondary Urban Service District. Utility service shall not be extended into the Secondary Urban Service District, except for projects vested based on master plan approval consistent with the policies in effect at the time of approval. To remain vested projects must be proceeding in accordance with their timetables and the conditions of approval.

Item #1: Land Clearing
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. MARTIN COUNTY, FLA., LDR § 4.37

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 project as currently proposed.

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this project as currently proposed.

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 project as currently proposed.

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.

Construction of the west golf course will entail installation of golf cart paths and bridges over wetlands and wetland buffers. The wetland and wetland buffer areas shaded by the cart bridges have been quantified and compensation for these shaded areas have been provided with the proposal to backfill existing ditches in wetlands and wetland buffers. These areas will be restored in accordance with detailed restoration plan in the PAMP. The use of golf cart paths and bridges over wetlands and wetland buffer qualify for an environmental waiver pursuant to Section 4.3.B, Land Development Regulations, Martin County, Fla. (2018) and staff recommends the Board of County Commissioners (BOCC) approve the waiver request. The applicant has demonstrated that wetland alteration is the least damaging alternative through use of construction design, location, and technique in installation of the cart bridges. This information is also provided in the PAMP.

Golf course "line of sight" areas over preserve areas have been analyzed and addressed. The applicant is providing additional native upland habitat under preservation as compensation and is also providing compensation for the one forested wetland area where native wetland trees will be trimmed and maintained. The PAMP contains specific language how these areas will be maintained.

Martin County code requires that wetland hydrology be maintained from the pre development to post development condition. The applicant has provided detailed modeling and data showing that design of the water management system will maintain wetland hydrology. For assurances, the applicant has provided a water level monitoring plan to be established in the western wetlands to monitor wetland hydrology. Language has been included in the PAMP that if any discrepancies to wetland hydrology is noted in the monitoring reports, the applicant will coordinate with the county and the SFWMD to make any necessary changes to resolve these issues.

Landscape

Findings of Compliance:

The Growth Management Department staff has reviewed the application and finds it in compliance with the applicable Land Development Regulations regarding landscaping. The applicant has proposed construction of a new golf course. The applicant has submitted landscape plans that will remove prohibited exotic species and install plantings to restore native vegetation.

The landscape and clearing plans have developed to protect additional areas of existing native vegetation within the areas identified as Native Landscape Areas. As discussed, a phased clearing approach will protect these areas of existing native vegetation to the maximum extent feasible. Clearing and re-planting of native vegetation will only be conducted in areas to be cleared to remove exotics or in areas otherwise disturbed.

Plans have been clarified that the required swale, golf buffer zones, and retention areas shall preserve existing native vegetation, sand, or be planted with native species. Specific quantities of vegetation shall be modified during construction to provide necessary stabilization.

Landscaped bufferyards are required between differing land uses and along certain transportation corridors. Martin County, Fla Section 4.663.B.1.a, (2013). Preserve areas are identified that will satisfy all buffer requirements for surrounding land use and so additional non-compatibility buffers are not required.

A lake management plan has been submitted to satisfy lake littoral and upland transitional requirements.

Alterations cannot be made to the plans after final site plan approval. Any alteration may require an application to amend the affected approved plans.

The applicant is cautioned to consider the placement of utilities and any underground or above ground site improvement that could cause a conflict with the landscaping and possibly cause a change or amendment.

As-built landscape plans submitted prior to the release of a certificate of occupancy will be checked against the approved drawings. Inconsistencies may block the issuance of the certificate of occupancy and cause the applicant to begin the application process for a change or an amendment to the order.

K. Transportation - Engineering Department

Findings of Compliance:

The Traffic Division of the Public Works Department finds this application in compliance.

Compliance with Adequate Public Facilities Ordinance:

This application satisfies the Adequate Public Facilities Standard; it has a De Minimis impact (an impact that would not affect more than one percent of the maximum volume at the adopted level of service of the

affected road facility). [Martin County, Fla., LDR Article 5, Division 1, Section 5.3 (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 project as currently proposed.

M. Determination of compliance with engineering, storm water and flood management requirements - Engineering Department

The application was reviewed for compliance with the following Divisions of the Land Development Regulations. Staff's finding is summarized after each:

1. Division 8- Excavation, Fill, and Mining: The applicant demonstrated in the Engineer's Opinion of Probable Excavation, Fill, and Hauling that the amount of fill material needed for the proposed improvements is estimated to be 736,953 cubic yards. The excavated material from the lakes is estimated to account for 664,756 cubic yards; thereby, the amount of material anticipated to be hauled to the site is 72,197 cubic yards. The applicant demonstrated that the hauling routes will be through the existing property east of the subject property. Staff will ask the Board of County Commissioner to approve any proposed changes to the hauling route. Hauling material from the site is not approved with this Development Order. The applicant demonstrated compliance with Division 8.

2. Division 9- Stormwater Management: The Engineer of Record designed a stormwater management system consisting of lakes, conveyance swales, ditches, culvert pipes, and bridges to interconnect a series of sub-basins and wetlands. The golf course is designed to sheetflow into water quality swales that convey the runoff into the proposed lakes. The water quality swales are located around each golf hole and separate the golf course from the wetlands. Ultimate discharge is to the surrounding wetlands through multiple control structures around the site. The Engineer of Record demonstrated the proposed development discharge rate is lower than the pre-development discharge rate. Structures are not proposed with this development, so the calculation to determine the minimum finished floor elevation was not applicable. The applicant is not proposing to construct roadways with this development, so the calculation to determine the minimum roadway elevation was not applicable; thereby, the required attenuation, flood protection, and water quality treatment is in compliance with Division 9.

3. Division 10 - Flood Protection: This site does not fall within a Special Flood Hazard Area. The applicant demonstrated no structures are proposed to be included in this development; therefore, compliance with Division 10 is not applicable.

4. Division 14 - Parking and Loading: The applicant is not proposing to construct a parking lot with this development; thereby, the design requirements of Division 14 are not applicable.

5. Division 19- Roadway Design: The applicant is not proposing to make modifications to the existing entrances on US-1; therefore, the proposed design meets the requirements in Division 19.

The Public Works Department finds this application in compliance provided the Development Order includes conditions for the following:

1. Hauling of fill from the site is prohibited. Modifications to the routes and timing of any fill to be hauled to the site shall be approved by the Board of County Commissioners. 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

Findings of Compliance

Both AutoCAD site plan and boundary survey were received and found to be in compliance with Section 10.2.B.2., Land Development Regulations, Martin County, Fla. (2019)

Both AutoCAD site plan and boundary survey were in State Plane coordinates and found to be in compliance with Section 10.2.B.2., Land Development Regulations, Martin County, Fla. (2019)

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. (2020).

O. Determination of compliance with utilities requirements - Utilities Department

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)]

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

Finding of Compliance

The Fire Prevention Bureau finds this submittal to be in compliance with the applicable provisions governing construction and life safety standards of the Florida Fire Prevention Code. 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.

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

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this project as currently proposed.

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this project as currently proposed.

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 Section 5.32.D., LDR, Martin County, Fla. (2016), for a Certificate of Adequate Public Facilities Reservation.

Potable water facilities
Service provider - SMRU
Findings – In place
Source - Utilities and Solid Waste Department
Reference - see Section O of this staff report

Sanitary sewer facilities
Service provider - SMRU
Findings – In place

Source - Utilities and Solid Waste Department
Reference - see Section O of this staff report

Solid waste facilities
Findings – In Place
Source - Growth Management Department

Stormwater management facilities
Findings –positive evaluation
Source - Engineering Department
Reference - see Section M of this staff report

Community park facilities
Findings – In Place
Source - Growth Management Department

Roads facilities
Findings – Positive evaluation
Source - Engineering Department
Reference - see Section K of this staff report

Public safety facilities
Findings – Positive evaluation
Source - Growth Management Department
Reference - see Section P of this staff report

Public school facilities
Findings – N/A
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 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. Submit a copy of the Post Approval Requirements 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 #5:
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 #6:
If there has been a property title transfer since the approval, provide an original of the Unity of Title, executed by the new property owner, consistent with the County approved format. If there has not been a property title transfer since the approval, provide a letter stating that no title transfer has occurred.

Item #7:
Original of the construction schedule.

Item #8:
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.

Item #9:
Original 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 #10:
One (1) copy of the documents verifying that the access easement has been adequately dedicated and recorded in the public records of Martin County.

Item #11:
One (1) 24" x 36" copy of the approved construction plans signed and sealed by the Engineer of Record licensed in the State of Florida.

Item #12:
One (1) 24" x 36" copy of the approved site plan.

Item #13:
The original executed surety in the amount of 110% of the certified removal cost for the tower and all associated improvements.

Item #14:
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

All permits are required to be submitted prior to the pre-construction meeting.

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:	$9,417.00	$9,417.00	$0.00
Inspection fees:	$4,000.00	$0.00	$4,000.00
Advertising fees*:	$0.00	$0.00	$0.00
Recording fees**:	$0.00	$0.00	$0.00
Impact fees***:	$0.00	$0.00	$0.00

* 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.
***Impact fees are required at building permit.

X. General application information

Owner
Kevin Murphy
McArthur Golf Club LLC
6550 SE Osprey Street
Hobe Sound, FL 33455
n/a

Contact
Morris Crady
Lucido & Associates
701 SE Ocean Blvd.
Stuart, FL 34994
mcrady@lucidodesign.com

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

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 21-

[REGARDING REVISED FINAL SITE PLAN APPROVAL FOR MCARTHUR GOLF CLUB WITH A CERTIFICATE OF PUBLIC FACILITIES RESERVATION]

WHEREAS, this Board has made the following determinations of fact:

1. McArthur Golf Club, LLC submitted an application for a major development revised final site plan for The McArthur Golf Club project, 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. This Board held a public meeting on the application on March 9, 2021.

4. At the public meeting, all interested parties were given an opportunity to be heard.

5. The revised final site plan for the McArthur Golf Club 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, attached hereto as Exhibit B, for the McArthur Golf Club project, is approved subject to compliance with Policy 4.7B.8, Comprehensive Growth Management Plan, which requires that utility service, including wastewater effluent for irrigation, shall not be extended into the Secondary Urban Service District. Development of the McArthur Golf Club project shall be in accordance with the approved revised final site plan, the Preserve Area Management Plan (PAMP) attached as Exhibit C, and all conditions established within this Development Order .

B. All required applicable state and federal permits and approvals shall be submitted to the Growth Management Department prior to the commencement of any construction.

C. No permits for construction or development activity shall be issued until all required documents, plans and fees 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 revised final site plan for The McArthur Golf Club project null and void.

E. This application is hereby determined to meet the requirements for and shall serve as a Certificate of Public Facilities Reservation as set forth in Section 5.32.D, LDR, Martin County Code.

F. All permits for The McArthur Golf Club project must be obtained within one year, by March 09, 2022. Development must be completed within two years, by March 09, 2023.

G. 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 by state agency permits, may be granted by the Growth Management Department upon review of required permit materials.

H. 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.

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 9TH DAY OF MARCH 2020.

ATTEST:

BY:_____
CAROLYN TIMMANN
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

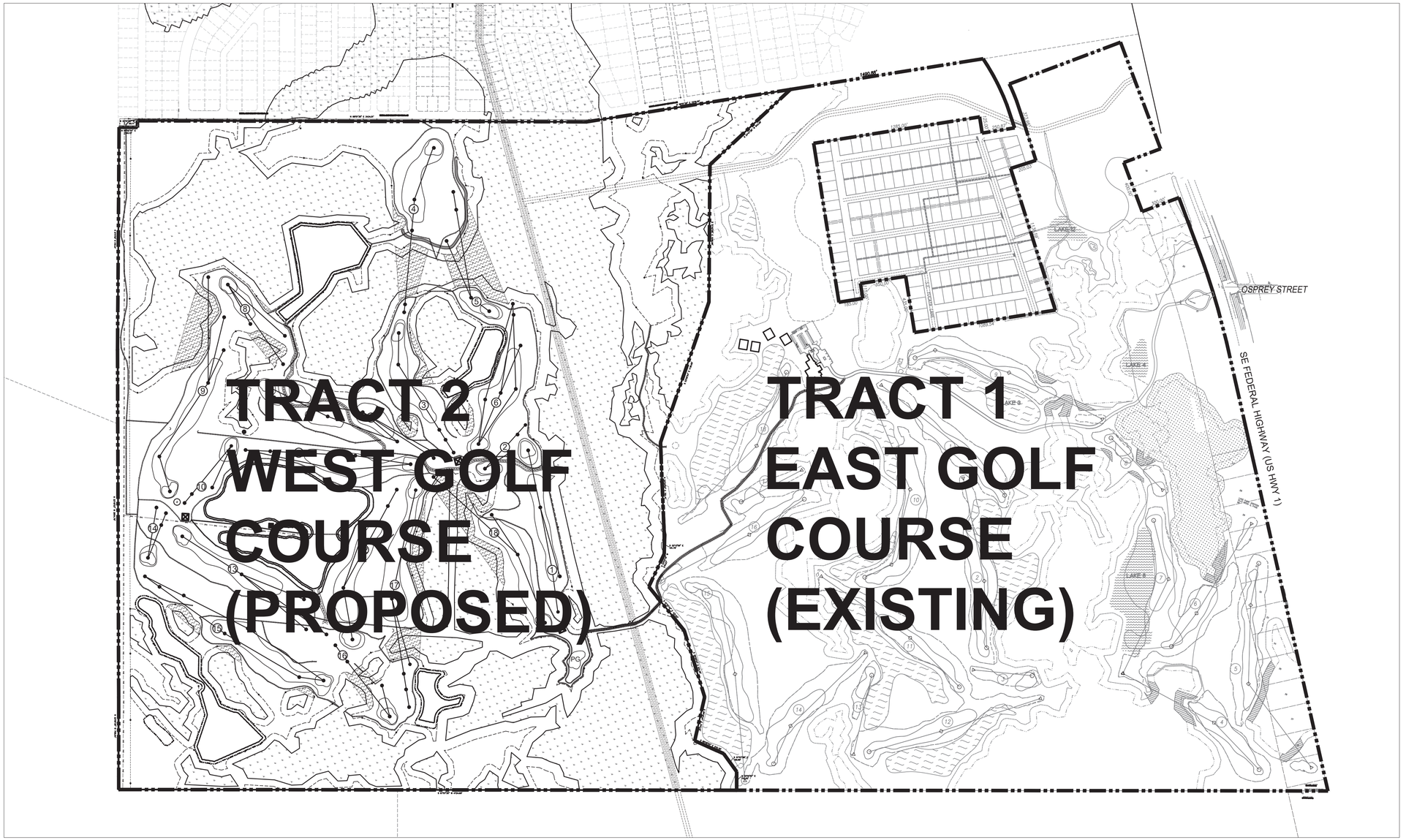
BY: _____
STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

BY: _____
KRISTA A. STOREY
SENIOR ASSISTANT COUNTY ATTORNEY

ATTACHMENTS:

Exhibit A, Legal Description
Exhibit B, Revised Final Site Plan
Exhibit C, PAMP



Tract 1 and 2 Data Summary

Existing Zoning:	**RM-8, RM-5, RE-2A and A-1**
Future Land Use Designation:	**Medium Density, Rural Density and Low Density**
Existing Use:	**18-Hole Golf Course, Clubhouse, Practice Facility, Maintenance Facility, Shelters, Cottages, and Vacant Former Agriculture**
Proposed Use:	**Addition of 18-Hole Golf Course and Shelters**
Accessory Golf Cottages:	**4**
Residential Unites:	**0**

Overall Site Area Data

Total Site Area:	**989.87 ac**	**(100%)**
Upland Preserve:	**254.71 ac**	**(26%)**
Wetland Preserve:	**303.12 ac**	**(31%)**
Golf Course Area:	**245.92 ac**	**(25%)**
Lakes:	**64.73 ac**	**(6%)**
Native Landscape Area:	**104.25 ac**	**(10%)**
Other Landscape Areas:	**1.80 ac**	**(0.2%)**
Impervious Areas:	**15.34 ac**	**(2%)**

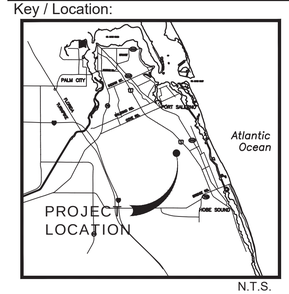
includes all buildings, shelters, access roads, parking, and sidewalks

Sheet Index

Cover Sheet ____ CV
Approved Site Plan (Tract 1 - Existing East Golf Course) ____ SP-1
Proposed Site Plan (Tract 2 - West Golf Course) ____ SP-2
Site Plan Detail Sheets (Tract 2) ____ SP-3 to SP-8

lucido & associates
701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



N.T.S.

Project Team:

Applicant / Property Owner:
McArthur Golf Club LLC
6550 SE Osprey St
Hobe Sound, Florida 33455

Land Planner / Landscape Architect:
Lucido & Associates
701 E. Ocean Blvd
Stuart, Florida 34994

Engineer:
Bowman Consulting
301 SE Ocean Blvd
Stuart, Florida 34994

Environmental:
EW Consultants
1000 SE Monterey Commons Blvd #208
Stuart, Florida 34996

Surveyor:
Northstar Geomatics
900 East Blvd, Suite 140
Stuart, FL 34994

McArthur Golf Club

Hobe Sound

Martin County, Florida

Revised Final Site Plan

September 9, 2020

Date	By	Description
9.29.2020	MRY	Formal submission
1.13.2021	MRY	Resubmittal

NORTH

SCALE: 1" = 400'

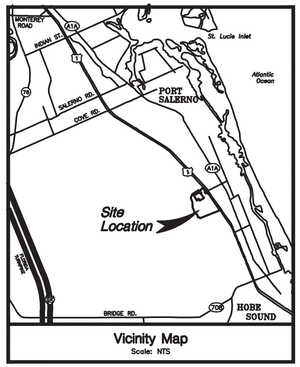
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REG. # 1018
Thomas P. Lucido

Designer	MRY
Manager	MC
Project Number	20-165
Municipal Number	---
Computer File	

Sheet CV

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Vicinity Map
Scale: NTS

General Notes

–All exotic plant species shall be removed and all required landscaping for an affected phase shall be installed prior to the issuance of a Certificate of Occupancy.

–Upland and wetland preserve areas may not be altered except in compliance with the approved Preserve Area Management Plan (PAMP).

–To avoid potential impacts to upland preserve areas during golf course maintenance operations, designated "compost areas" shall be provided throughout the golf course for disposal of grass clippings and vegetation debris. These areas shall be screened from golf course view with native vegetation but shall not be located within preserve areas. Maintenance personnel shall be made aware of these areas and the limits of adjacent preserve areas.

–Areas to be altered for construction of cart paths, utilities, drainage areas, etc. have not been included as part of the upland preserve calculations.

–The 25' wide native landscape areas adjacent to the 50' wetland buffer are not part of the golf course area. No permanent irrigation or fertilizers are proposed within these areas. They are intended to protect the quality of the wetland and 50' wide wetland buffer and may only be utilized as specified in the approved PAMP.

–The need for "line of sight" clearing within preserve areas to facilitate golf course play has been minimized to the extent practically feasible. These areas may only be altered as outlined in the approved PAMP.

–Vehicular and golf cart access through wetland and wetland buffers has been minimized to the extent practically feasible and is only proposed in the least damaging area where no upland alternative exists.

–Parking requirements shall be documented in conjunction with final site plan application in accordance with Ordinance 452. Where appropriate, stabilized grass parking shall be utilized in non daily–use/overflow parking areas.

–Development of the golf cottages shall be in accordance with the LDR zoning district requirements. Detailed site and landscape plans shall be provided in conjunction with final site plan application.

–Lake littoral zone and lake upland buffers shall be constructed and planted in accordance with the Martin County Excavation and Fill Ordinance

–Irrigation wells permitted by the South Florida Water Management District shall be utilized for golf course irrigation until such time as Irrigation Quality (IQ) water becomes available. This requirement shall be subject to a mutual agreement between the Developer and the service provider.

–All uses shall comply with the wellfield protection requirements relating to regulated substances as set forth in Article 4.

–Design techniques such as berms, sand waste bunkers and native landscape areas shall be used to reduce stormwater runoff from golf course areas into adjacent preserve areas.

–Chemical mixing facilities shall be designed and used in accordance with U.S. Department of Agriculture and Natural Resources Conservation Service standards.

–All proposed lighting shall be shielded as to prevent direct light from reaching adjacent residential areas or public roads.

–Proposed lakes within 200' of wetlands must demonstrate no potential wetland impacts or be provided with an impermeable barrier approved by the South Florida Water Management District and the Martin County Engineer.

–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 five (5) feet 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.

This plan has been designed to meet the tree planting requirements contained within the FPL document entitled 'Plant the Right Tree in the Right Place'.

For existing or proposed utilities, no tree shall be planted where it could, at mature height conflict with overhead power lines.

Large trees (height at maturity of more than 30') shall be planted no closer than a horizontal distance of 30' from the nearest overhead power line.

Medium height trees (height at maturity between 20' and 30') shall be offset at least 20' and small trees (height at maturity of less than 20') require no offset.

No tree shrubs, hedges or vines shall be planted within 5' of an existing or proposed utility pole, guy wire or pad–mounted transformer.

Palms should be planted at a distance equal to or greater than the average frond length plus two (2) feet from power lines.

Tree species shall be selected as to minimize conflicts with existing or proposed utilities.

LAND USE LEGEND

- PINE FLATWOOD PRESERVE
- SCRUB PRESERVE
- WETLAND PRESERVE
- LINE OF SIGHT
- NATIVE LANDSCAPE AREA
- COMPOST AREAS

Future Land Use Designation: low Density Residential
Existing Zoning: R–2
Existing Use: Vacant

POINCIANA GARDENS PLAT
SECTION NUMBER FOUR

ZONING LINE

EXISTING SCRUB HABITAT TO REMAIN UNDISTURBED

EXISTING WETLAND TO REMAIN UNDISTURBED

Project Limits

SE EVERGLADES ROAD ROW

SE OCEANWAY ROW

1490.88'

902.51'

843.79'

WETLAND W-12

EXISTING DRAINAGE DITCH

LIMITS OF AREA TO BE DEDICATED TO MARTIN COUNTY FOR STORMWATER MANAGEMENT

1285.00'

122.00'

250.51'

EXISTING DRAINAGE DITCH

6' WIDE CONCRETE SIDEWALK TO BE CONSTRUCTED WITH PHASE 1

Future Land Use Designation: Medium Density Residential
Existing Zoning: R–3A
Existing Use: Vacant

Future Land Use Designation: Low Density Residential
Existing Zoning: R–2
Existing Use: Single Family Homes

POINCIANA GARDENS PLAT
SECTION NUMBER FIVE

205.03'

300.00'

OUT PARCEL NOT INCLUDED

END OF SECURITY FENCE

EXISTING NATIVE VEGETATION TO BE RETAINED IN THIS AREA

MINIMUM 100' BUFFER

MINIMUM 100' BUFFER WITH 50' LANDSCAPE BERM

W-15

DRIVING RANGE

LAKE 11

1045.94'

1330.00'

PERIMETER SECURITY FENCE (along property line)

10' DRAINAGE SWALE WITH PERIMETER SECURITY FENCE

EXISTING NATIVE VEGETATION TO BE RETAINED IN THIS AREA

20' WIDE STABILIZED EMERGENCY ACCESS ROAD

LAKE 12

REMOVE PRACTICE AREA PHASE II

PROPOSED 24' WIDE ACCESS DRIVE TO CLUBHOUSE FACILITIES
ROAD SHALL BE DESIGNED TO MEANDER AROUND SPECIMEN TREES WHERE POSSIBLE. NATIVE VEGETATION AND ENHANCED LANDSCAPING SHALL BE FEATURED IN LANDSCAPE ISLANDS.

10' WIDE ELEVATED CART CROSSING

WETLAND SLOUGH (NOT INCLUDED)

Future Land Use Designation: Low Density Residential
Existing Zoning: A–1
Existing Use: Vacant

CALL BOX

OSPREY STREET

GATE AND ENTRY COLUMNS

REQUIRED TURN LANES AND RELATED ACCESS IMPROVEMENTS SHALL BE PROVIDED IN CONJUNCTION WITH PHASE 1

WETLAND W-16

WETLAND W-8

350.00'

400.00'

75'

125'

1089.54'

GOLF COTTAGES

Practice Area

HALF-WAY HOUSE

WETLAND W-1

LAKE 4

MAINTENANCE AREA

50' WIDE LANDSCAPE BUFFER
BUFFER AND SITE LAYOUT SHALL BE DESIGNED TO PROVIDE A 100% OPAQUE BUFFER BELOW THE ROOF LINE OF THE BUILDING. ROOF SHALL BE ARCHITECTURALLY DESIGNED TO RESEMBLE SINGLE FAMILY HOME.

12' WIDE STABILIZED EMERGENCY ACCESS ROAD

HELIPAD WITH 100' DIA. TURNAROUND

LAKE 1

20' Temporary Construction Access Route

LAKE 3

10 PUMP SHED W-4

CART PATH

12' WIDE CART PATH FOR MAINTENANCE EQUIPMENT

PRIMARY URBAN SERVICE AREA

SECONDARY URBAN SERVICE AREA

LAKE 2

W-18

WETLAND SLOUGH (NOT INCLUDED)

701.70'

WETLAND W-9

PERIMETER SECURITY FENCE TO BE CONSTRUCTED ALONG PROPERTY BOUNDARY INCLUDING POINCIANA GARDENS

MIN. 75' WETLAND BUFFER FROM WETLAND SLOUGH

151.56'

LAKE 6

LAKE 7

LAKE 8

GOLF COURSE SHELTER (15' x 15')

S.E. FEDERAL HIGHWAY (US HIGHWAY No.1)

EXISTING ACCESS TO WEST PROPERTY

278.31'

431.44'

LAKE 5

LAKE 9

230' R/W

Future Land Use Designation: Rural Density Residential
Existing Zoning: A–1
Existing Use: Vacant

531.11'

WETLAND SLOUGH (NOT INCLUDED)

10' WIDE ELEVATED CART CROSSING

10' WIDE ELEVATED CART CROSSING

WETLAND W-10

LAKE 10

344.14'

242.21'

189.01'

274.24'

NO FENCE PROPOSED ALONG WESTERN BOUNDARY

W-11

GOLF COURSE SHELTER (15' x 15')

EXISTING 6' CHAINLINK FENCE ON ADJACENT PROPERTY

4828.14'

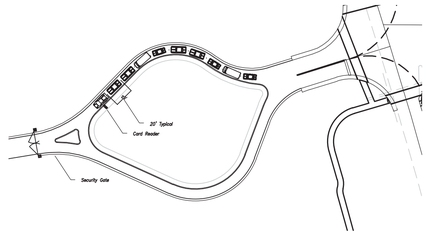
Future Land Use Designation: Low Density Residential/Medium Density Residential
Existing Zoning: LDR/MDR
Existing Use: Single Family Homes and Golf Course
Medalist Golf Course

END OF SECURITY FENCE

LDR

MDR

NORTH



Entry Stacking Detail (NTS)

Lucido & Associates

Land Planning / Landscape Architecture

322 Georgia Avenue, Stuart, Florida 34994 (561) 220-2100, Fax (561) 223-0220
100 Avenue A Suite 2A, Fort Pierce, Florida 34950 (561) 467-1301, Fax (561) 467-1303
800 Highland Avenue, Orlando, Florida 32803 (407) 839-3701, Fax (407) 872-0869

Site Data

Total Site Area:	471.8 Ac.
Total Units:	4 Golf Cottages
Gross Residential Density:	0.03 Units per acre
Maximum Clubhouse Envelope:	62,500 sf
Maximum Height:	30 feet (3 stories)
Maximum Employees:	50
Total Parking Spaces Includes 2 ADA spaces	72
Impervious Area:	15.2 Ac. (3.2%)
Golf Course: (Shelters, Access Roads, Parking Areas, Cart Paths)	7.7 Ac.
Clubhouse and Cottages:	5.5 Ac.
Maintenance Facilities:	2.0 Ac.
Pervious Area:	456.6 Ac. (96.8%)
Golf Course:	146 Ac.
Clubhouse and Cottages:	1.3 Ac.
Maintenance Facilities:	0.5 Ac.
Native Landscape Areas:	8.7 Ac.
Lakes:	35.9 Ac.
Upland Preserve Area:	154.8 Ac.
Wetland Preserve Area:	109.4 Ac.
Future Land Use Designation:	Low/Medium Density
Existing Zoning:	LDR/MDR
Existing Use:	Vacant

Preserve Area Requirements

Total Upland Area:	362.4 Ac.
Required Scrub Preserve Area: (25% of Total Upland Area):	90.6 Ac.
Provided Scrub Preserve Area:	90.6 Ac.
Provided Pine Flatwoods Preserve Area:	64.2 Ac. *
Total Provided Upland Preserve Area:	154.8 Ac.

* THE PROJECT'S ENTIRE UPLAND PRESERVE REQUIREMENT IS MET EXCLUSIVELY BY WAY OF THE SCRUB PRESERVE PROVIDED. THE PINE FLATWOOD PRESERVE PROVIDED REPRESENTS THE PINE FLATWOOD HABITAT WITHIN AND ADJACENT TO THE WETLAND BUFFERS.

NOTE:

* Refer to Clubhouse Final Site and Landscape plan for site plan details and specifications.

* Refer to Maintenance Area Final Site Plan and Landscape Plan for site plan details and specifications.

* All proposed signs will be reviewed for compliance with the applicable regulations in effect at the time the building permit is issued.

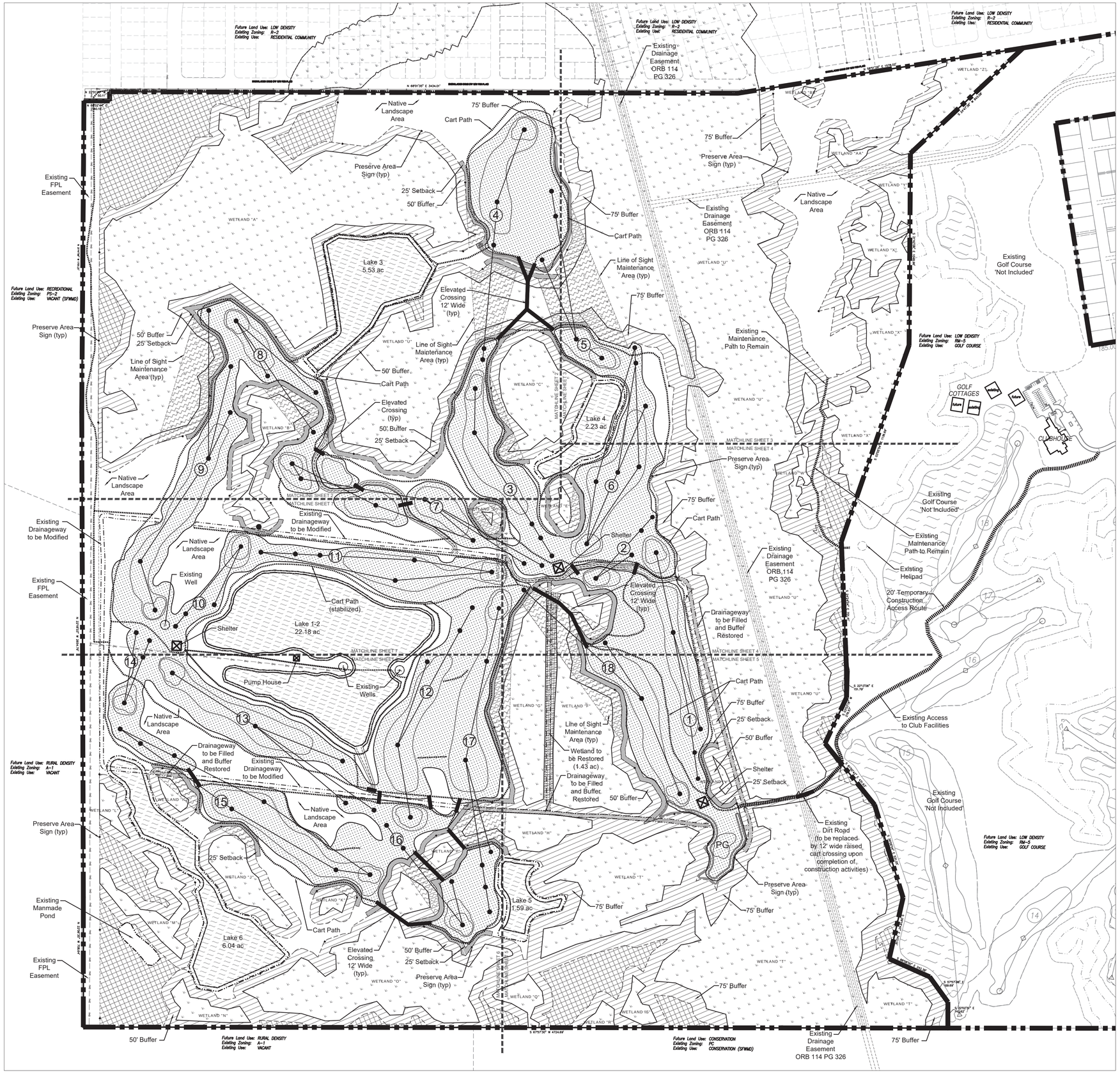
SCALE
0 150' 300' 600'

McArthur Golf Club

East Course
Revised Final Site Plan
Hobe Sound, Martin County, Florida

Scale	1" = 300'
Drawn by	S.L.S.
Checked By	M.C.
Computer File	9175-99 BX3AGC
Computer Station	S.L.S.
Project Number	9177-99 (Filed in 06-150)
Date	12.11.01
Revisions	02.26.02, 10.29.02 5.24.06 12.20.06

Sheet 1 of 1



Parcel Data

Existing Zoning:	**RE-2A and A-1**
Future Land Use Designation:	**Rural Density and Low Density**
Existing Use:	**Vacant (Former Agriculture)**
Proposed Use:	**18-Hole Golf Course**
Parcel I.D. Numbers:	**34-38-42-000-160-00000-3**
	34-38-42-000-160-00010-0
	34-38-42-043-407-00080-0

Site Area Data

Total Site Area:	**518.07 ac**	**(100%)**
Wetland Preserve:	**193.72 ac**	**(37%)**
Wetland Buffer Preserve:	**77.76 ac**	**(15%)**

excludes line of sight maintenance area and cart path impacts

75' Buffer:	**31.73 ac**
50' Buffer:	**46.03 ac**

Upland Preserve:	**22.15 ac**	**(4%)**
Native Landscape Area:	**86.95 ac**	**(18%)**
(non-irrigated)		
Line of Sight Maintained Buffer Area:		**8.63 ac**
Cart Path Impacted Buffer Area:		**0.39 ac**
25' Golf Course/Buffer Setback Area:		**10.30 ac**
Maintained Native Area:		**62.61 ac**
Ditches/Swales:		**5.02 ac**
Development Area:	**137.49 ac**	**(26%)**
Golf Course Irrigated Area:	**99.92 ac**	**(19%)**
Lake Area (at top of bank):	**37.57 ac**	**(7%)**
Golf Shelters and Pump House:		**6,000 sf**
Proposed Building Height:		**15 feet**
Impervious Area:	**222.69 ac**	**(44%)**
Wetland Preserve:		**193.72 ac**
Lakes (at control elevation):		**28.83 ac**
Golf Shelters/Pump House:		**6,000 sf**
Pervious Area:	**295.38 ac**	**(56%)**
Wetland Buffer Preserve:		**77.76 ac**
Upland Preserve:		**22.15 ac**
Native Landscape Area (non-irrigated):		**95.55 ac**
includes lake banks		
Golf Course Area (irrigated):		**99.92 ac**
Open Space Required:	**259.03 ac**	**(50%)**
Open Space Provided:	**517.93 ac**	**(99%)**

Upland Preseve Data

Total Site Area:	**518.07 ac**	
Wetland Preserve Area:	**193.72 ac**	
Upland Area:	**324.35 ac**	
Upland Preserve Required:	**97.32 ac**	**(30%)**
Upland Preserve Provided:	**99.91 ac**	**(30%)**

excludes line of sight maintenance area and cart path impacts

Wetland Buffer Preserve:	**77.76 ac**
Upland Preserve:	**22.15 ac**

Parking Data

Parking Required (3 sp / green):	**108**
Parking Provided (existing):	**108**
Clubhouse:	**56**
Maintenance Area:	**56**

General Notes

- All support facilities including clubhouse, driving range, and parking shall be provided at the existing McArthur Golf Club.
- No alteration of preserve areas or lakes shall be permitted except in compliance with the approved Preserve Area Management Plan (PAMP)
- Existing vegetation within native landscape areas is intended to remain. These areas may be augmented with additional native vegetation per proposed landscape plan and shall be maintained to be free of exotics.

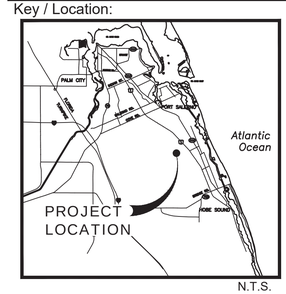
Land Use Legend

- **Wetland Preserve**
- **Upland Buffer Preserve**
- **Upland Preserve**
- **Golf Irrigated Area**
- **Lake**
- **Line of Sight Maintenance Area**
- **Existing Drainageway to be Retained/Modified**
- **Wetland to be Restored**
- **25' Golf Course/Buffer Setback**
- **Golf Shelter and Pump House**

lucido & associates

701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



N.T.S.

Project Team:

Applicant / Property Owner:
McArthur Golf Club LLC
6550 SE Osprey St
Hobe Sound, Florida 33455

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301 SE Ocean Blvd
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Environmental:
EW Consultants
1000 SE Monterey Commons Blvd #208
Stuart, Florida 34996

Surveyor:
Northstar Geomatics
900 East Blvd, Suite 140
Stuart, FL 34994

McArthur Golf Club

Hobe Sound

Martin County, Florida

Revised Final Site Plan (West Golf Course)

September 9, 2020

Date	By	Description
9.29.2020	MRY	Formal submission
1.13.2021	MRY	Resubmittal

NORTH

SCALE: 1" = 250'

0 125' 250' 500'

REG. # 1018
Thomas P. Lucido

Designer	MRY
Manager	MC
Project Number	20-165
Municipal Number	---
Computer File	

Sheet SP-2

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EVERGLADES DRIVE (70' R/W PER PLAT)

N 68°01'35" E 3434.01'

EVERGLADES DRIVE (70' R/W PER PLAT)

N 22°01'25" W 50.11'

N 68°02'44" E 40.10'

Native Landscape Area

75' Buffer

Cart Path

Preserve Area Sign (typ)

Existing FPL Easement

25' Setback

50' Buffer

WETLAND "A"

4

Lake 3
5.53 ac

Elevated Crossing 12' Wide (typ)

N 21°41'56" W 1701.21'

Preserve Area Sign (typ)

50' Buffer

25' Setback

Line of Sight Maintenance Area (typ)

8

WETLAND "U"

Line of Sight Maintenance Area (typ)

50' Buffer

Cart Path

Elevated Crossing (typ)

50' Buffer

25' Setback

WETLAND "B"

WETLAND "C"

MATCHLINE SHEET 2

MATCHLINE SHEET 3

9

Native Landscape Area

MATCHLINE SHEET 2

MATCHLINE SHEET 7

3

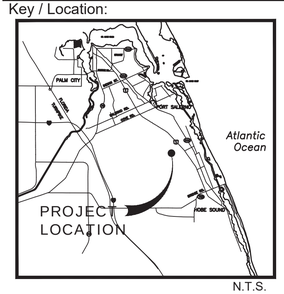
WETLAND "E"

488

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Key / Location:



N.T.S.

Project Team:

Land Use Legend

- Wetland Preserve
- Upland Buffer Preserve
- Upland Preserve
- Golf Irrigated Area
- Lake
- Line of Sight Maintenance Area
- Existing Drainageway to be Retained/Modified
- Wetland to be Restored
- 25' Golf Course/Buffer Setback
- Golf Shelter and Pump House

McArthur Golf Club

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NORTH

SCALE: 1" = 100'

0 50' 100' 200'

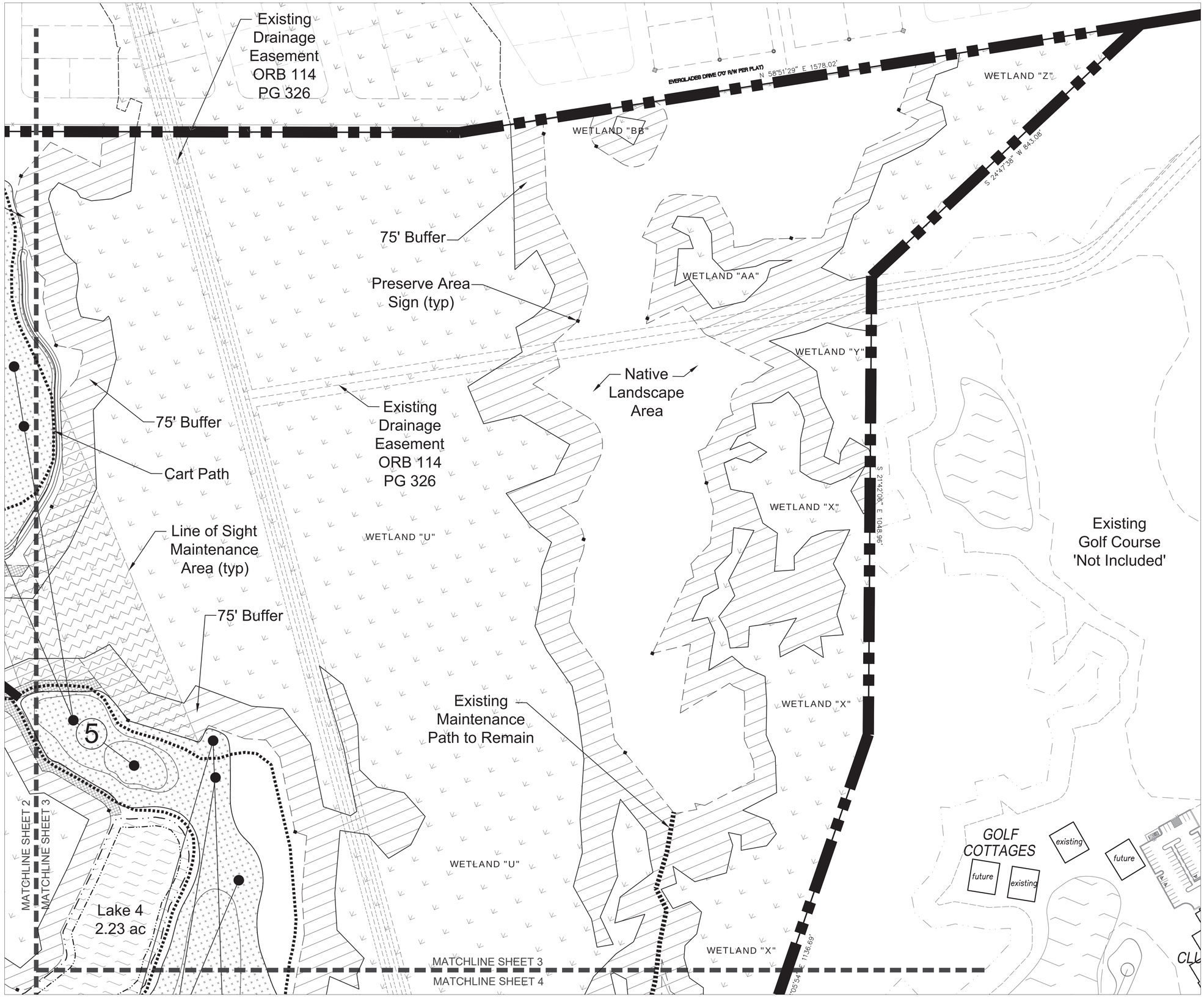
REG. # 1018
Thomas P. Lucido

Designer	MRY
Manager	MC
Project Number	20-165
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Sheet

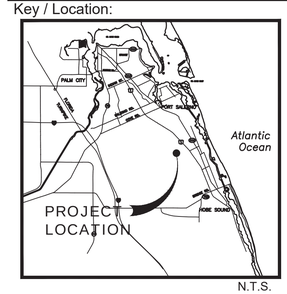
SP-3

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0 50' 100' 200'

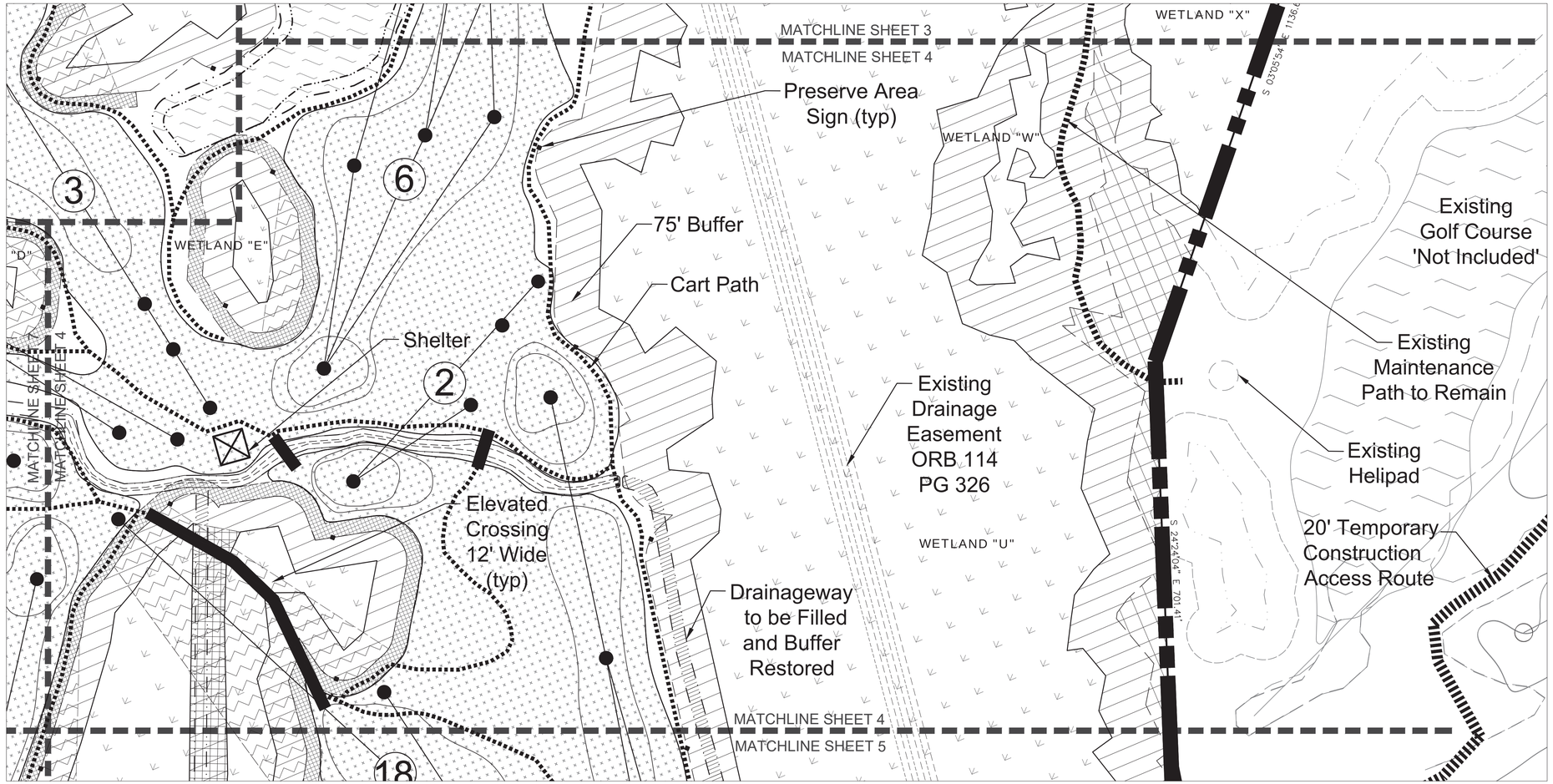
REG. # 1018
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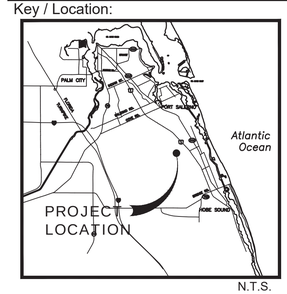
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701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220



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SCALE: 1" = 100'

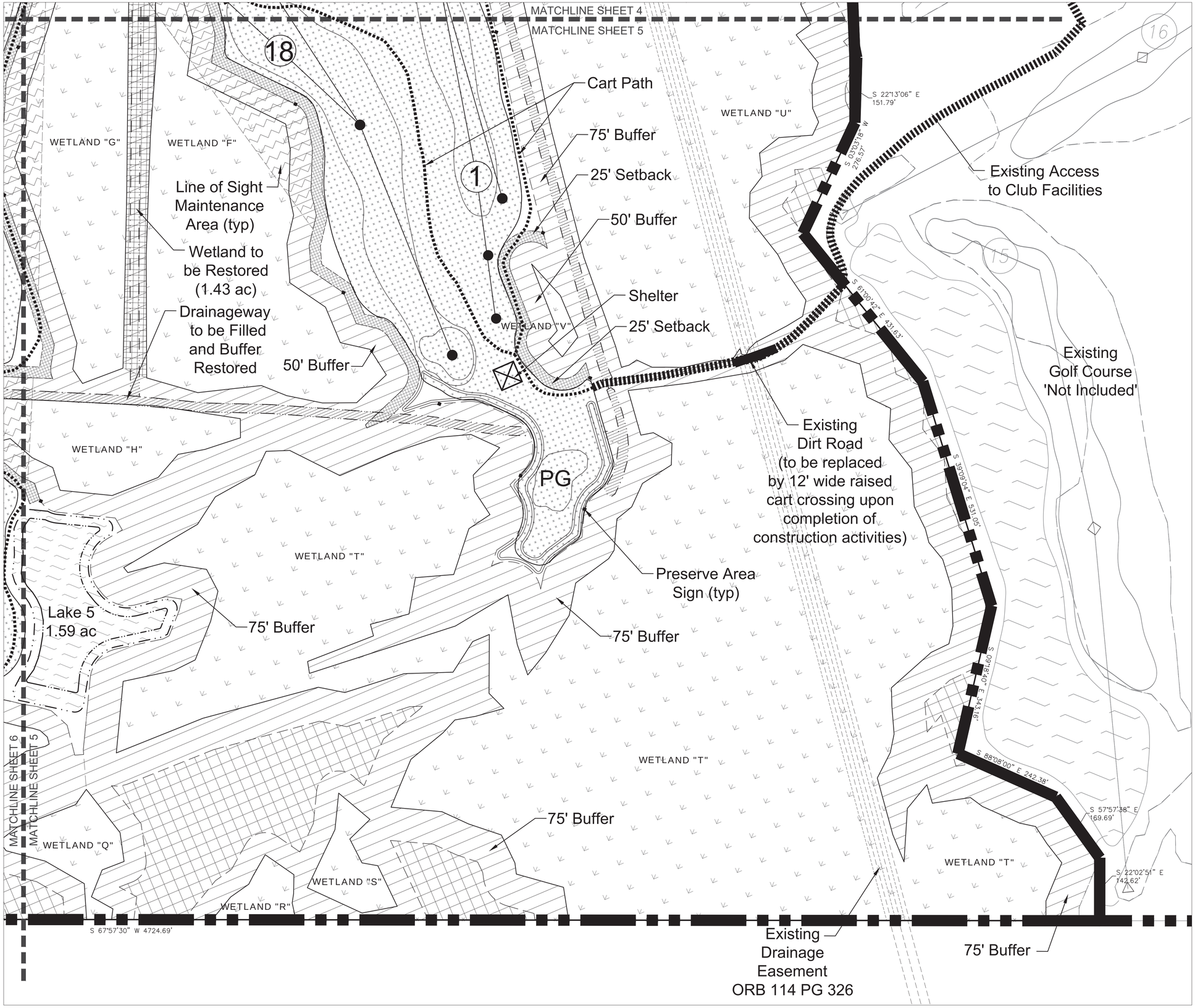
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REG. # 1018
Thomas P. Lucido

Designer	MRY
Manager	MC
Project Number	20-165
Municipal Number	---
Computer File	

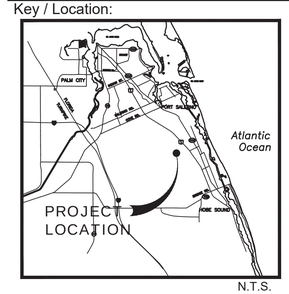
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Key / Location:



N.T.S.

Project Team:

Land Use Legend

- Wetland Preserve
- Upland Buffer Preserve
- Upland Preserve
- Golf Irrigated Area
- Lake
- Line of Sight Maintenance Area
- Existing Drainageway to be Retained/Modified
- Wetland to be Restored
- 25' Golf Course/Buffer Setback
- Golf Shelter and Pump House

McArthur Golf Club

Hobe Sound

Martin County, Florida

Revised Final Site Plan (West Golf Course)

September 9, 2020

Date	By	Description
9.29.2020	MRY	Formal submission
1.13.2021	MRY	Resubmittal

NORTH

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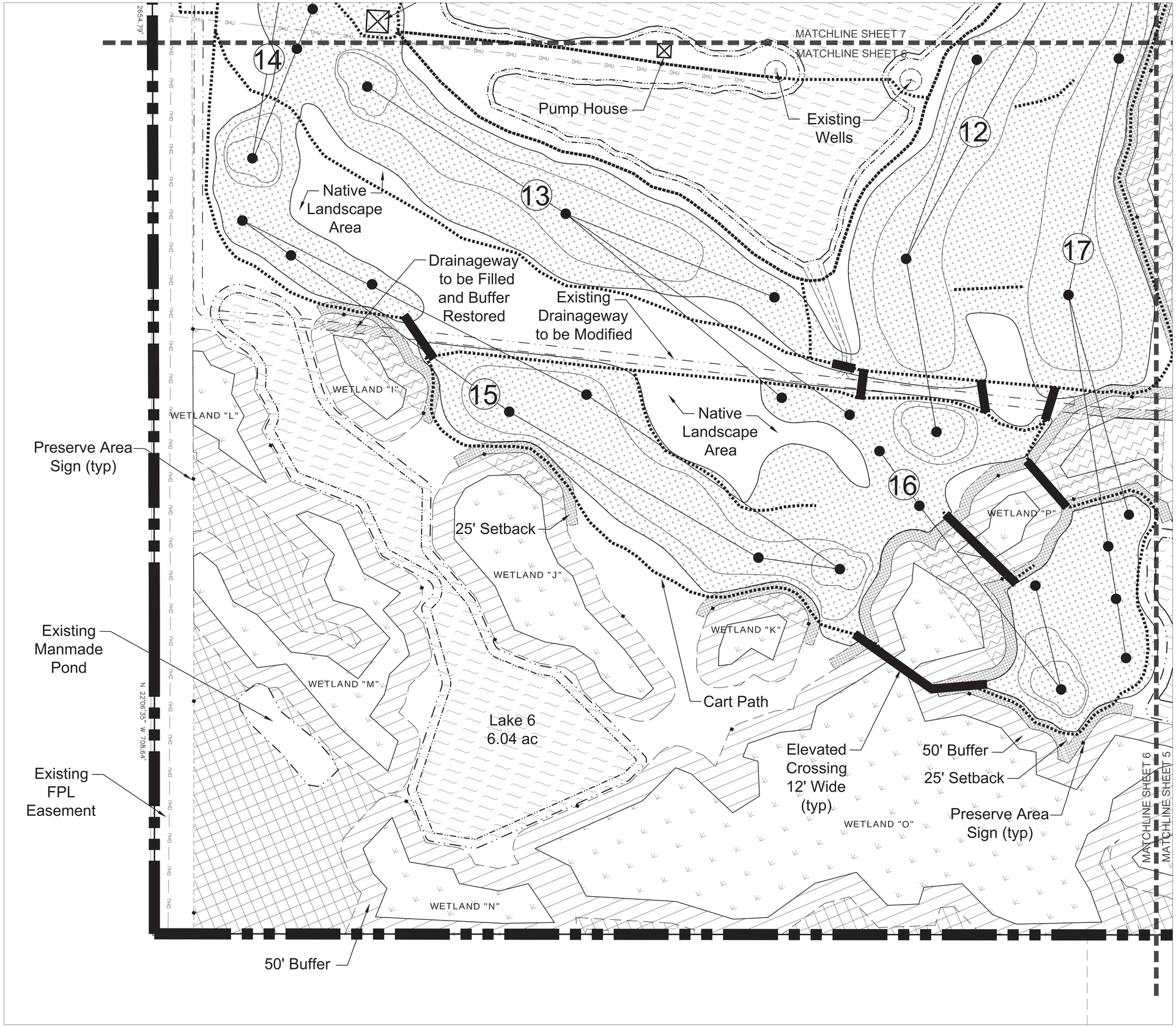
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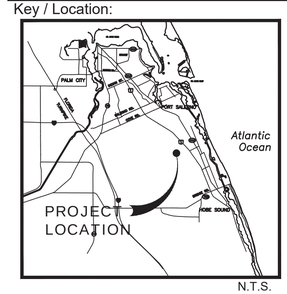
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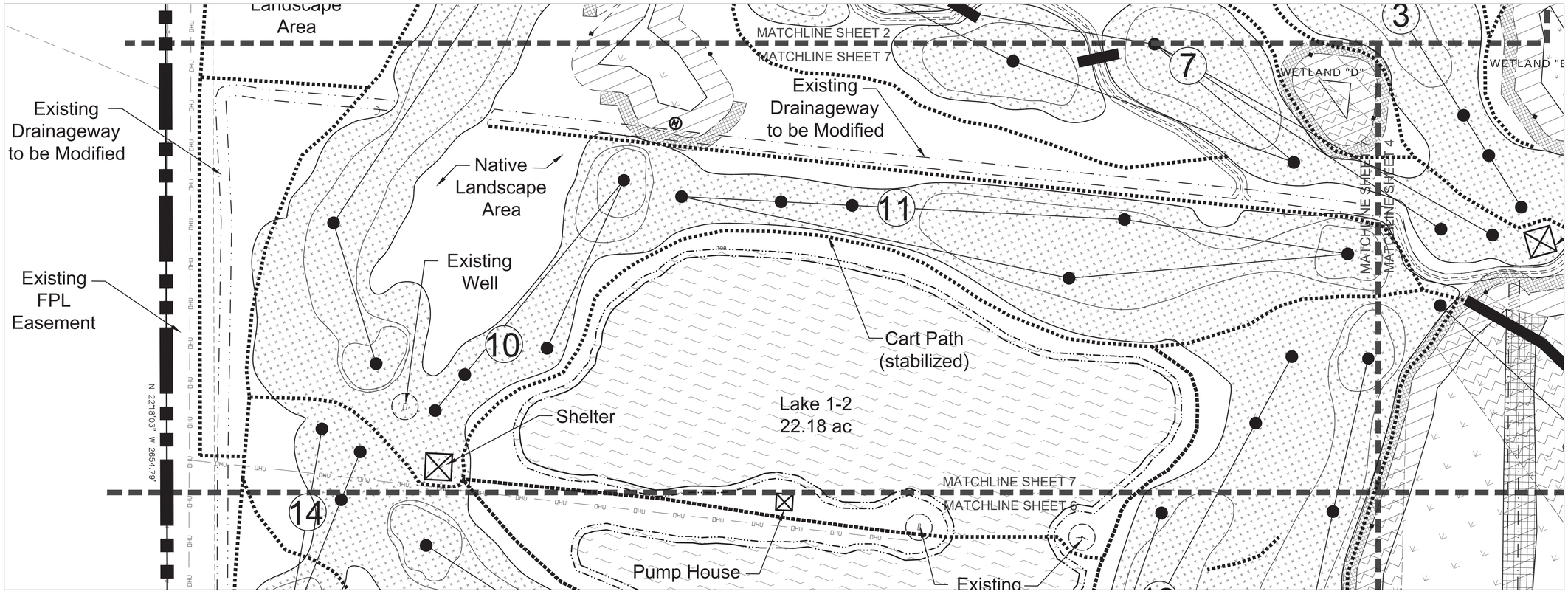
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Municipal Number	---
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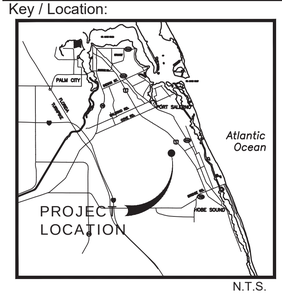
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O.R.Book #_____ and Page #_____

MARTIN COUNTY, FLORIDA

PRESERVE AREA MANAGEMENT PLAN

For:

McArthur West Golf Course

Gomez Grant, Township 39S, Range 42E

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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Preserve Sign

APPENDICES

Environmental Assessment Report with Relevant Maps

Environmental Waiver Supplement

Lake Area Management Plan

Annual Monitoring Report Form (Final Page of PAMP)

1.0 GENERAL

The owner of the lands to be preserved and maintained by this Preserve Area Management Plan (PAMP) and the developer of the *McArthur West Golf Course* successors and assigns, and their environmental consultants and contractors, will implement and comply with all portions of this PAMP.

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 the *McArthur West Golf Course,* except by an alteration or amendment agreed to by both the Martin County Environmental Planning Administrator and the owner/developer of the *McArthur West Golf Course.* 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.

2.0 ENVIRONMENTAL ASSESSMENT

The Environmental Assessment (EA) includes maps and text which accurately depict the site's location, soils, uplands, listed species, previous impacts, preserve area locations and boundaries, and any other significant natural resource features. It is attached to this Preserve Area Management Plan.

2.1 Location – A location map is included in the EA.

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 map is included as an attachment. Please refer to the attached Environmental Assessment for a detailed description of soils present on the property.

2.3 Habitats – Vegetative community classifications were mapped based on the Florida Land Use Cover and Forms Classifications System (FLUCCS), and the Florida Natural Areas Inventory (FNAI). Field reconnaissance and aerial photograph interpretation were employed in the mapping effort of the vegetative communities on the subject property.

Please refer to the attached Environmental Assessment for a detailed description of the habitats present on the property.

2.4 Listed Species Evaluation

Please refer to the attached Environmental Assessment and associated attachments and tables for a description of the listed species evaluation for this property.

2.5 Previous Impacts

Please refer to the attached Environmental Assessment for a detailed description of the existing land covers and previous impacts.

2.6 Agency Correspondence

A database search of the Florida Fish and Wildlife Conservation Commission's online resources has been made for the project site. The findings are included in the attached Environmental Assessment.

An updated wetland jurisdictional determination (JD) has been performed by the SFWMD for the project site and is included in the Environmental Assessment.

3.0 IDENTIFICATION OF PRESERVE AREAS

3.1 Site Plan - All Preserve Areas, right-of-ways and easements are shown on the *McArthur West Golf Course* Site Plan, a copy of which is included in this PAMP. The Site Plan will contain 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 the *McArthur West Golf Course* 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

All Preserve Areas shown on the Site Plan for the *McArthur West Golf Course* 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 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 constructed under the supervision of a Registered Land Surveyor 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's 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 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. All boundary markers and signs will be approved by the Martin County Environmental Planning Administrator and they will be in place prior to issuance of a building permit for construction on the site. NOTE: Preserve area signs will be inspected during the summer months on an annual basis in order to ensure that they remain in good condition. Should any of the required signage be destroyed or damaged, they will be replaced in that same calendar year in which the inspection takes place.

4.3 Barricading Requirements - Prior to clearing, the developer will ensure that all Preserve Areas 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 work approval. Removal of the barricade materials will be done 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 4 feet. Barricades will not be attached to vegetation.

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 5 feet outside the Preserve Area or placed at the dripline of the canopy trees, whichever is greater.

All native vegetation not slated for removal as part of the development plans will be retained in their undisturbed state and will be barricaded at or outside the dripline of the trees.

Cut or fill will meet existing grade without encroaching into Preserve Areas.

It is the responsibility of the owner and developer of the *McArthur West Golf Course* 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 bird watching and nature enjoyment, as well as limited access for golf cart paths as shown on the site plan. In addition, there is a north-to-south drainage easement within the central portion of the wetland slough on-site (Wetlands T and U). Should it become necessary in the future to maintain or improve drainage conditions upstream (north), this easement may be cleaned of vegetation in order to facilitate improved flows within the slough.

5.2 Activities Prohibited In Preserve Areas - Activities prohibited in Preserve Areas or easements within Preserve Areas include, but are not limited to: construction or placing of

building materials on or above the ground (other than for golf cart paths); 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 unless associated with the drainage easement referenced in Section 5.1 above; diking or fencing; vehicular traffic including use by non-motorized vehicles, recreational vehicles and off-road vehicles except for work within the drainage easement; permanent irrigation; trimming (other than for line-of-sight for golf play as shown on the site plan and described below), pruning, or fertilization; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife conservation and preservation.

"Line-of-Sight" Areas –

The site plan associated with the McArthur West Golf Course shows areas within the preserves in which vegetation will be selectively cut and/or trimmed for "line-of-sight" allowing for the flight of the golf ball over the retained native vegetation. Such areas will be managed identically to all other preserve areas on-site, less the vegetation cutting and trimming activity. All line-of-sight areas as shown on the accompanying site plan will be kept free of exotic and nuisance vegetation in perpetuity in accordance with this PAMP. There will be no dredging, filling, or fencing within these areas, nor will cut/trimmed vegetation or any other debris remain within any of the line-of-sight areas. It is anticipated that canopy trees within such areas will be flush-cut and removed, and native understory bushes will be cut and maintained to a height of approximately 3-feet above natural grade. Native groundcover will remain undisturbed. Any exotic vegetation within these areas will be flush-cut and removed, as well. All such cutting and trimming activities will be done by hand-tools; no heavy equipment will be used in the line-of-sight areas. It should be noted that the applicant may seek the assistance of the Florida Forestry Service in potentially conducting controlled burns within line-of-sight areas (as well as other preserve areas on-site) where appropriate prior to or in combination with construction activities.

No hazardous material other than fuel for refueling on-site heavy equipment will be stored during the construction phases. 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.

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 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 other than that described in Section 6.0 below. 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 the *McArthur West Golf Course*. 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 the 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 allowed in Preserve Areas. In addition, all dead plant material and 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 might 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 communities on-site. This will ensure that the Preserve Areas maintain indigenous plant associations. NOTE: Ditch-fill areas within wetland buffers as shown on the associated site plan and within this PAMP will be planted with native pine flatwood species in accordance with the attached Typical Pine Flatwood Planting Plan. This "typical" will also be used for all the wetland buffer impacts resulting from the installation of required storm water control structures within the wetland areas. In addition, there is a Typical Slough Re-Planting Plan included in this PAMP for the proposed bridge crossing over W-U/W-T. Currently, these two wetlands, which are part of the larger north-to-south forested slough system on-site, are separated by a filled dirt path with a single culvert. This dirt path will be removed and replaced with a bridge spanning the entire width of the wetland slough in the same location as the current path. The area where the path is being removed will be re-graded to match the natural grades within W-U and W-T, and will be re-planted in accordance with the attached Typical Slough Re-Planting Plan graphic.

6.3 Vegetation Removal - Dead or diseased plant material shall 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 allowed in Preserve Areas. All dead plant material and debris removed from Preserve Areas shall be disposed of in a County-approved recycling facility.

<u>"Line-of-Sight" Areas –</u>
The site plan associated with the McArthur West Golf Course shows areas within the preserves which will be selectively trimmed for "line-of-sight" allowing for the flight of the golf ball over the retained native vegetation. Such areas will be managed identically to all other preserve areas on-site, less the vegetation trimming activity. Such line-of-sight areas will be kept free of exotic and nuisance vegetation in perpetuity in accordance with this PAMP. There will be no dredging, filling, fencing within these areas, nor will cut/trimmed vegetation or any other debris remain within any of the "line-of-sight" areas.

<u>25-Foot Native Sand/Native Vegetation Areas Adjacent to Golf Course & Wetland Buffers –</u>
As depicted on the McArthur West Golf Course site plan, there will be areas outside of and adjacent to the wetland buffers which consist of native sands or retained/planted native vegetation. Such areas are 25-feet in width, and will contain either native sands found on-site, or native pine flatwood vegetation typically found on-site. Such vegetation may be retained in-situ, or installed in accordance with an approved planting plan. These areas will NOT contain turf grass, and no herbicides or pesticides will be used other than to control

exotic and nuisance vegetation. As with the "line-of-sight" areas, these 25-foot swaths will be maintained in perpetuity in accordance with this PAMP. Please note that, since these areas may contain open native sandy areas, the vegetative success criteria found in this PAMP does not apply.

Bridge Crossing over Slough (between W-U and W-T) –
Also depicted on the McArthur West Golf Course site plan, a bridge will replace the existing dirt path currently crossing the slough at the southern end of the property which divides W-U and W-T. This path will be removed and re-graded in order to match the existing grade of the slough. A re-planting plan for this area, which covers 0.48 acres, is included in this PAMP. It should be noted that several large slash pines are within this restoration area. Care will be taken as to avoid impacts to such trees.

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 – Most of the wet prairies and freshwater marshes on-site are in their natural condition will very little man-made impacts to their hydrologic functions. Exceptions include the drainage system in-place surrounding the remnant tomato fields. Such ditches will either be left as-is, partially filled for wetland mitigation as detailed in the attached Environmental Waiver Supplement, or completely filled and restored to pine flatwoods as shown on the site plan and detailed in this PAMP.

Previous or potential drainage impacts will be corrected to the extent technically feasible. Wetlands and waterbodies on adjacent properties shall be protected from adverse impacts, as necessary. NOTE: Wetland V (0.20 acres) will be completely restored along with the associated 50-foot buffer due to historic impacts.

6.6 Mitigation Plan – Wetland crossings resulting from golf cart paths will cause shading impacts to wetlands and adjacent buffers in four locations on-site. The Environmental Waiver Supplement is included in this PAMP for reference and specific details on the proposed wetland mitigation.

7.0 PROTECTIVE MEASURES FOR LISTED SPECIES

7.1 Gopher tortoises have been confirmed on-site. In Florida, gopher tortoises are protected as Threatened. 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 will be impacted are relocated to upland preservation areas or to off-site receiver areas as permitted by the FFWCC. A gopher tortoise agent registered with the Florida Fish and Wildlife Conservation Commission 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 methodology approved by the Florida Fish and Wildlife Conservation Commission and conducted by an authorized gopher tortoise agent 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 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 operation can resume.

7.2 Endemic Species – If necessary, all gopher tortoise relocation efforts will include trapping of protected endemic species that may live in the burrow. These endemic species include but are not limited to the Florida mouse (*Peromyscus floridana*), gopher frog (*Rana aerolata*) and Eastern indigo snake *(Drymarchon corias couperi).*

7.3 Relocation of Tortoises - 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. All relocations shall be carried out by a gopher tortoise agent 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.

8.0 MISCELLANEOUS PROVISIONS AND RESTRICTIONS

The project will comply with the Martin County/State of Florida "Firewise" program. Please refer to the site plan for details.

9.0 TRANSFER OF RESPONSIBILITIES

The property owner(s) and developers of the *McArthur West Golf Course* 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. At such time as the developer is ready to transfer control of the *McArthur West Golf Course* to the property owners or another appropriate entity, whether the developer retains ownership of the lots/parcels 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 construction of the *McArthur West Golf Course*, the developer will be responsible for submitting a monthly report on the progress of the *McArthur West Golf Course*, 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/Hydrobiological Monitoring -

Based on discussions with Martin County Environmental Division staff, the monitoring program for the wetland preserves on the McArthur West Golf Course project site will be more intense and detailed than typical efforts. Rather than using SFWMD ERP wetland monitoring guidelines, this program will follow the guidelines outlined in the SFWMD Consumptive Use Permitting (CUP) manual which utilizing the Hydrobiological Monitoring protocol. In addition to the standard ERP wetland monitoring (vegetative species and coverage, observed wildlife usage, and standing water levels) the hydrobiological monitoring protocol for CUP's also includes a network of sub-surface automated water level recorders installed in or at the edges of various wetlands within the study area. In the case of the McArthur West Golf Course project, such a network will be designed in consultation with a Professional Geologist (P.G.), and includes both shallow monitoring wells (less than 6 feet below grade), and deep monitoring wells (20 feet below grade). The exact locations of such wells will be determined in consultation with SFWMD and Martin County staff, and will likely include prairie wetlands located in close proximity (within 200 feet) of constructed lakes within the golf course.

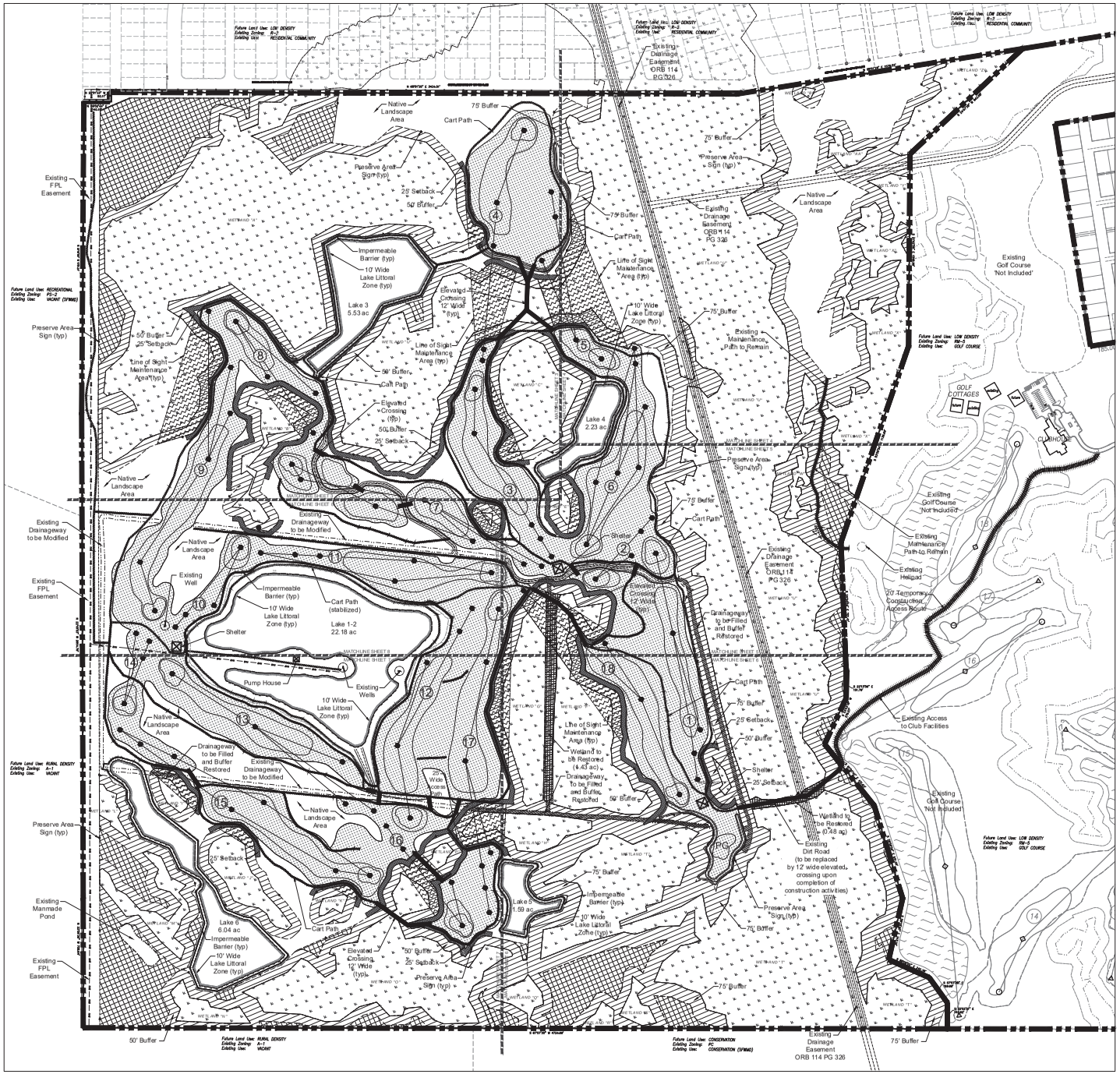
Monitoring and reporting will be conducted annually by a qualified environmental professional for a period of five years from the date of completion of the project or project phase encompassing the monitored area. Annual monitoring will be conducted at the end of the wet season (usually by November 30) 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 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. Should the hydrobiological monitoring effort reveal unacceptable trends in surface/groundwater water levels, vegetative coverage, or other abnormalities, corrective actions to remedy these issues will be implemented as recommended in the Conclusion section of the applicable annual monitoring report.

The first Annual Monitoring Report due in compliance with this PAMP will be submitted to the Martin County Environmental Planning Administrator no later than _____. Subsequent Annual Monitoring Reports will be due on the same date for the next four years.



Parcel Data

Existing Zoning:	**RE-2A and A-1**	
Future Land Use Designation:	**Rural Density and Low Density Residential Community**	
Existing Use:	**Vacant (Former Agriculture)**	
Proposed Use:	**18-Hole Golf Course**	
Parcel I.D. Numbers:	**34-38-42-000-160-00000-3**	
	34-38-42-000-160-00010-0	
	34-38-42-043-407-00080-0	

Site Area Data

Total Site Area:	**518.07 ac**	**(100%)**
Wetland Preserve:	**193.72 ac**	**(37%)**
Wetland Buffer Preserve:	**86.78 ac**	**(15%)**
75' Buffer:	**36.24 ac**	
50' Buffer:	**50.54 ac**	
Upland Preserve:	**22.15 ac**	**(4%)**
Native Landscape Area: (non-irrigated)	**77.93 ac**	**(18%)**
25' Golf Course/Buffer Setback Area:	**10.30 ac**	
Maintained Native Area:	**62.61 ac**	
Ditches/Swales:	**5.02 ac**	
Development Area:	**137.49 ac**	**(26%)**
Golf Course Irrigated Area:	**99.92 ac**	**(19%)**
Lake Area (at top of bank):	**37.57 ac**	**(7%)**
Golf Shelters and Pump House:	**6,000 sf**	
Proposed Building Height:	**15 feet**	
Impervious Area:	**222.69 ac**	**(44%)**
Wetland Preserve:	**193.72 ac**	
Lakes (at control elevation):	**28.83 ac**	
Golf Shelters/Pump House:	**6,000 sf**	
Pervious Area:	**295.38 ac**	**(56%)**
Wetland Buffer Preserve:	**77.76 ac**	
Upland Preserve:	**22.15 ac**	
Native Landscape Area (non-irrigated):	**95.55 ac**	
** includes lake banks*		
Golf Course Area (irrigated):	**99.92 ac**	
Open Space Required:	**259.03 ac**	**(50%)**
Open Space Provided:	**517.93 ac**	**(99%)**

Upland Preseve Data

Total Site Area:	**518.07 ac**	
Wetland Preserve Area:	**193.72 ac**	
Upland Area:	**324.35 ac**	
Upland Preserve Required:	**97.32 ac**	**(30%)**
Upland Preserve Provided:	**99.91 ac**	**(30.8%)**
**excludes line of sight maintenance area and cart path impacts*		
Wetland Buffer Preserve:	**77.76 ac**	
Upland Preserve:	**22.15 ac**	
***Line of Sight Maintained Buffer Area:**	**8.63 ac**	
***Cart Path Impacted Buffer Area:**	**0.39 ac**	
+/- 2.5 ac excess upland preserve provided to off-set elevated golf cart buffer crossings		

Lake Littoral Data

Required Littoral Area:	**3.19 ac**
Provided Littoral Area:	**3.19 ac**
Required Upland Transition Area:	**3.19 ac**
***Provided Upland Transition Area:**	**5.75 ac**
**Includes portions of abutting upland wetland buffer preserve area*	

Parking Data

Parking Required (3 sp / green):	**108**
Parking Provided (existing):	**108**
Clubhouse:	**72**
Maintenance Area:	**36**

General Notes

- All support facilities including clubhouse, driving range, and parking shall be provided at the existing McArthur Golf Club.
- No alteration of preserve areas or lakes shall be permitted except in compliance with the approved Preserve Area Management Plan (PAMP)
- Existing vegetation within native landscape areas is intended to remain. These areas may be augmented with additional native vegetation per proposed landscape plan and shall be maintained to be free of exotics.

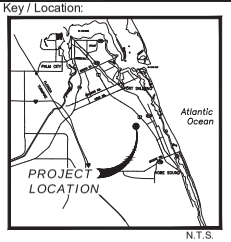
Land Use Legend

- Wetland Preserve
- Upland Buffer Preserve
- Upland Preserve
- Golf Irrigated Area
- Lake Littoral Areas
- Line of Sight Maintenance Area
- Existing Drainageway to be Retained/Modified
- Wetland to be Restored
- 25' Golf Course/Buffer Setback (not part of PAMP)
- Golf Shelter and Pump House

lucido & associates

701 SE Ocean Blvd, Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



Project Team:

Applicant / Property Owner:
McArthur Golf Club LLC
6550 SE Osprey St
Hobe Sound, Florida 33455

Land Planner / Landscape Architect:
Lucido & Associates
701 E. Ocean Blvd
Stuart, Florida 34994

Engineer:
Bowman Consulting
301 SE Ocean Blvd
Stuart, Florida 34994

Environmental:
EW Consultants
1000 SE Monterey Commons Blvd #208
Stuart, Florida 34996

Surveyor:
Northstar Geomatics
900 East Blvd, Suite 140
Stuart, FL 34994

McArthur Golf Club

Hobe Sound

Martin County, Florida

Revised Final Site Plan (West Golf Course)

September 9, 2020

Date	By	Description
9.29.2020	MRY	Formal submission
1.13.2021	MRY	Resubmittal
2.8.2021	MRY	Resubmittal
2.17.2021	MRY	Resubmittal

NORTH

SCALE: 1" = 250'

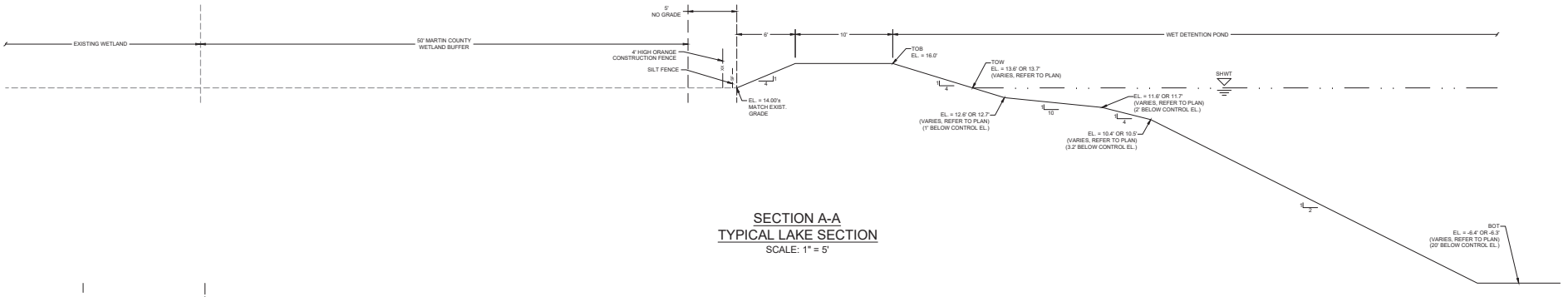
0 125' 250' 500'

REG. # 1018
Thomas P. Lucido

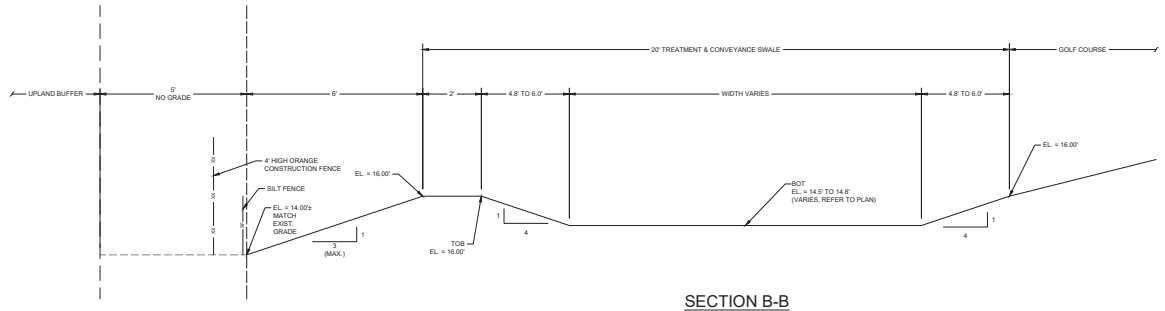
Designer	MRY
Manager	MC
Project Number	20-165
Municipal Number	---
Computer File	

Sheet **SP-2**

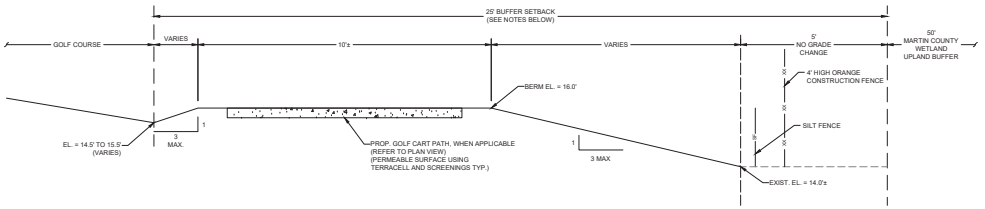
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SECTION A-A
TYPICAL LAKE SECTION
SCALE: 1" = 5'

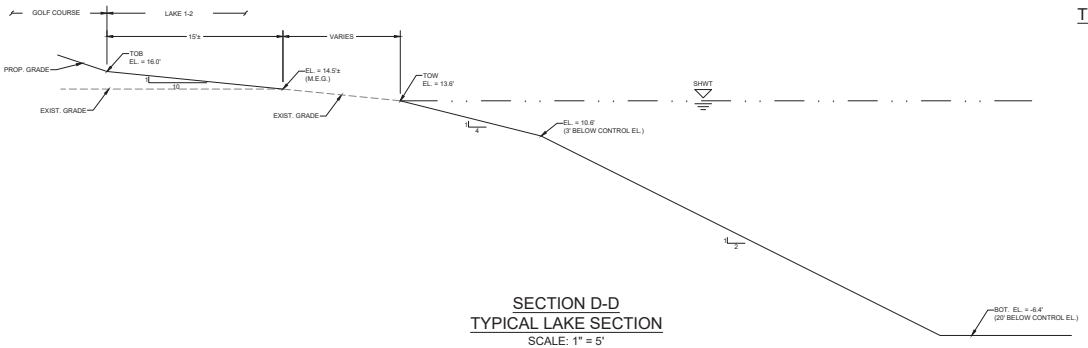


SECTION B-B
TYPICAL SWALE SECTION
SCALE: 1" = 2'

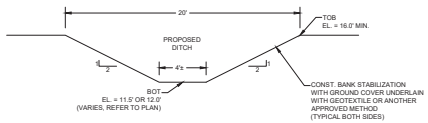


SECTION C-C
TYPICAL 25' BUFFER SETBACK & COLLECTION SWALE SECTION
SCALE: 1" = 2'

NOTES:
1. TURF GRASS, FERTILIZER, AND PESTICIDES ARE PROHIBITED IN 25' BUFFER SETBACKS.
2. NATIVE GRASSES WILL BE PLANTED WITHIN THE 25' BUFFER SETBACK IN LOCATIONS WHERE THE SETBACK IS DISTURBED WITH DRAINAGE AND/OR CART PATHS.
3. SOME SETBACK AREAS MAY BE LEFT IN NATURAL CONDITION OR CONTAIN NATIVE SAND.



SECTION D-D
TYPICAL LAKE SECTION
SCALE: 1" = 5'



SECTION E-E
TYPICAL PROPOSED DITCH SECTION
SCALE: 1" = 5'

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Cad file name: \\FL-STUA-TF-VM\FASTData\TALONFAST_CORE\TALONFAST-SRV\Shared_Projects\010751 - McArthur W Golf Course\010751-01-001 (ENG) - Hobe Sound\Engineering\CAD_Plans (dwg)\010751-01-001-PGD.dwg 02/08/21

Bowman
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PROFESSIONAL SURVEYORS AND MAPPERS, CERTIFICATE NO. LB 8030
BOARD OF PROFESSIONAL ENGINEERS, CERTIFICATE OF AUTHORIZATION NO. 30492

Bowman Consulting Group, Ltd., Inc.
301 SE Ocean Blvd. Suite 301
Stuart, Florida 34994
Phone: (772) 283-1413
Fax: (772) 220-7861
www.bowmanconsulting.com
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McARTHUR WEST GOLF COURSE
TYPICAL CROSS SECTIONS
MARTIN COUNTY FLORIDA

PROJECT NO
010751-01-001

L.B. LEONARD, PE
FL. LICENSE NO. 61737

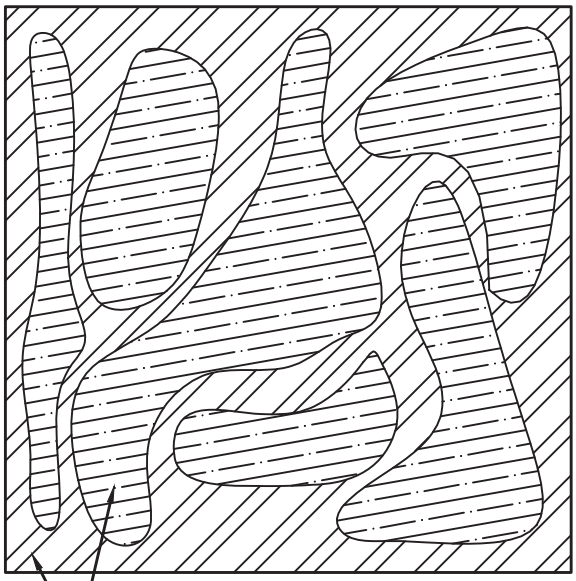
PLAN STATUS	
01/13/21	RESUBMITTAL

DATE	DESCRIPTION

AV DESIGN	GMC DRAWN	LBL CHKD

SCALE: 1" = 5'
JOB No. 010751-01-001
DATE SEPTEMBER 2020
FILE No. 010751-01-001-PGD
SHEET C23

TYPICAL WET PRAIRIE PLANTING PLAN



Groundcover - BR, 2' o.c.
Tracy's beakrush - *Rhynchospora tracy*i
Blue Flag Iris - *Iris virginica*
Blue Maidencane - *Amphicarpum muhlenbergianum*
Swamp Fern - *Blechnum serrulatum*

QUANTITY OF PLANTS WILL BE DETERMINED BY SIZE OF RESTORATION AREA AND SPACING (O.C.) OF SELECTED PLANTS.

REFERENCED SPECIES MAY BE SUBSTITUTED WITH OTHER APPROPRIATE NATIVE SPECIES BASED ON AVAILABILITY.

NOTE: PLANTS TO BE INSTALLED AS TO MIMIC NATURAL OCCURRENCE.

MCARTHUR WEST

WET PRAIRIE PLANTING PLAN

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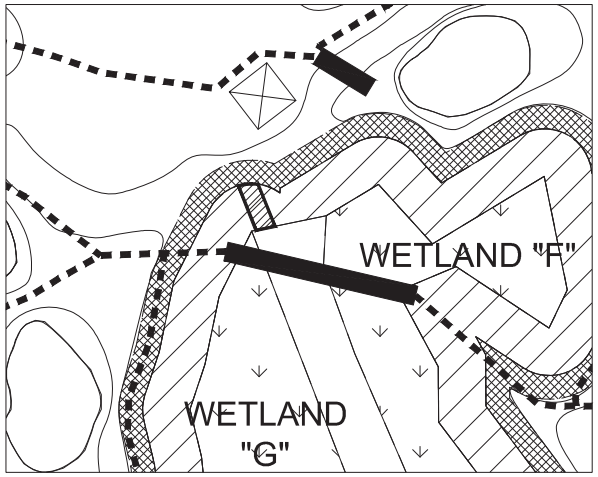
JAN 2021

FIGURE

'McArthur West.dwg WET PRAIRIE PLANTING

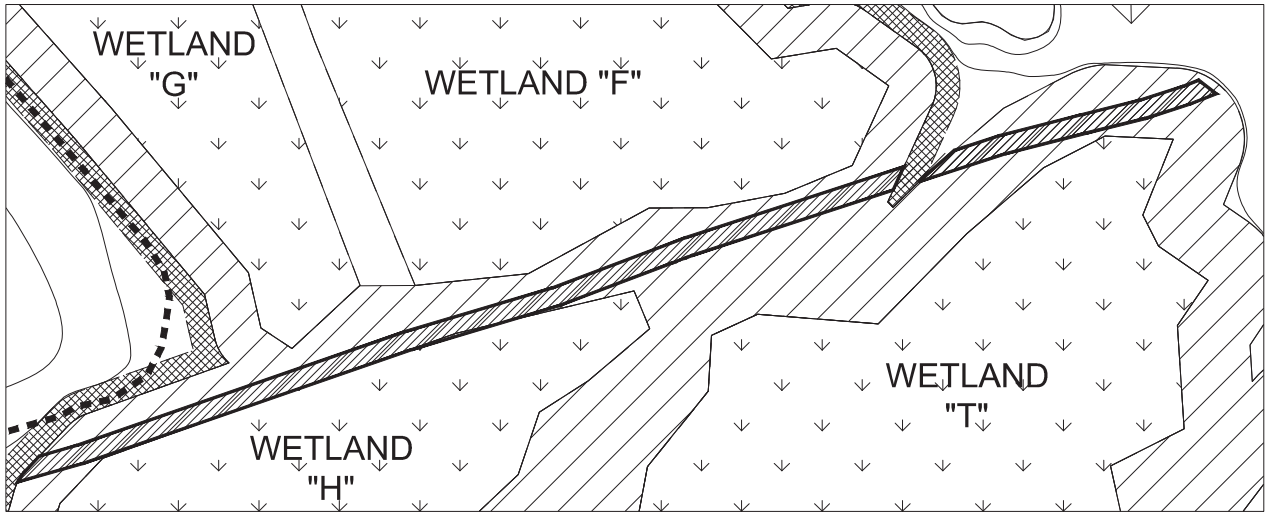
UPLAND RESTORATION AREA 1

NTS



UPLAND RESTORATION AREA 2

NTS



KEY SHEET



LEGEND

- WETLAND PRESERVE
- UPLAND BUFFER PRESERVE
- UPLAND PRESERVE
- UPLAND RESTORATION AREA

MCARTHUR WEST UPLAND RESTORATION AREAS

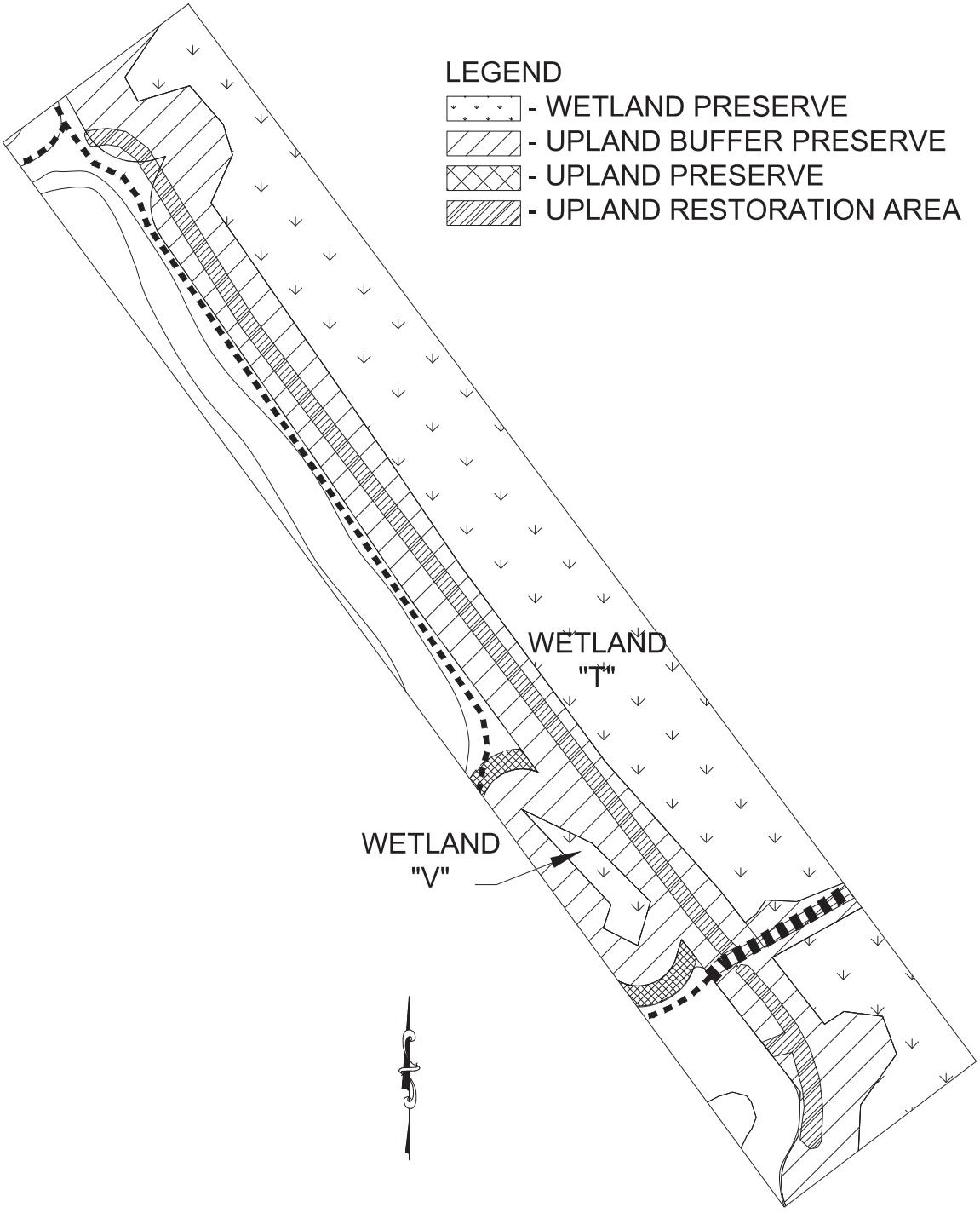
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FIGURE

thur West.dwg UPLAND REST AREA 1 2

UPLAND RESTORATION AREA 3 NTS



MCARTHUR WEST
UPLAND RESTORATION AREA

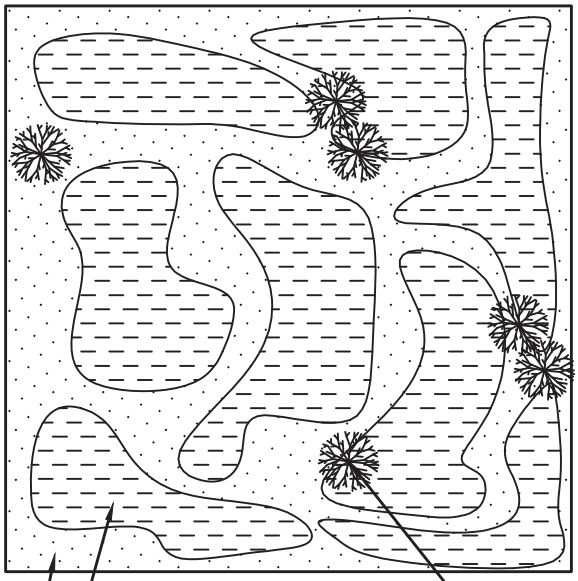
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FIGURE

McArthur West.dwg UPLAND REST AREA 3

PINE FLATWOODS PLANTING PLAN



Trees - (8' min. height)
Pinus elliottii Slash Pine

Understory - (7' o.c., 1 gal)
Serenoa repens - Saw Palmetto
Myrica cerifera - Wax Myrtle
Lyonia spp. - Fetterbush
Ilex glabra - Gallberry

Groundcover
Spartina bakeri - Sand Cordgrass (4' o.c., gal)
Muhlenbergia capilaris - Muhly Grass (4' o.c., gal)
Fakahatchee Floridana spp. - Dwarf Fakahatchee (4' o.c., quart)

QUANTITY OF PLANTS WILL BE DETERMINED BY SIZE OF RESTORATION AREA AND SPACING (O.C.) OF SELECTED PLANTS.

REFERENCED SPECIES MAY BE SUBSTITUTED WITH OTHER APPROPRIATE NATIVE SPECIES BASED ON AVAILABILITY.

NOTE: PLANTS TO BE INSTALLED AS TO MIMIC NATURAL OCCURRENCE.

MCARTHUR WEST

PINE FLATWOODS PLANTING

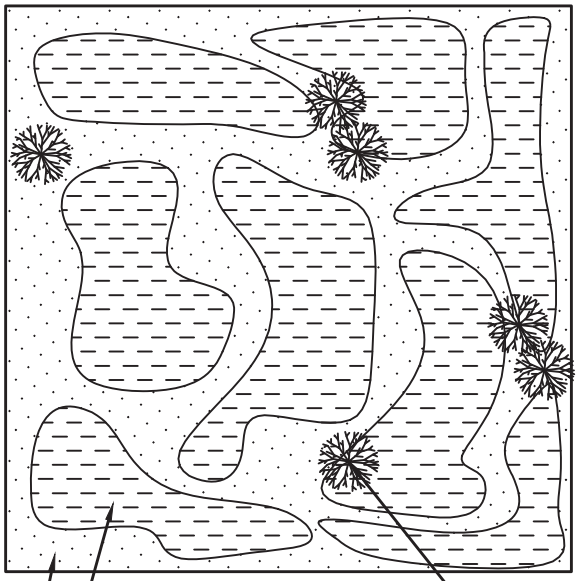
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FIGURE

McArthur West.dwg PINE FLATWOODS PLANTING

BUFFER RESTORATION PLANTING PLAN FOR SWM CUTS



Trees - (8' min. height)
Pinus elliottii Slash Pine

Understory - (7' o.c., 1 gal)
Serenoa repens - Saw Palmetto
Myrica cerifera - Wax Myrtle
Lyonia spp. - Fetterbush
Ilex glabra - Gallberry

Groundcover
Spartina bakeri - Sand Cordgrass (4' o.c., gal)
Muhlenbergia capilaris - Muhly Grass (4' o.c., gal)
Fakahatchee Floridana spp. - Dwarf Fakahatchee (4' o.c., quart)

QUANTITY OF PLANTS WILL BE DETERMINED BY SIZE OF RESTORATION AREA AND SPACING (O.C.) OF SELECTED PLANTS.

REFERENCED SPECIES MAY BE SUBSTITUTED WITH OTHER APPROPRIATE NATIVE SPECIES BASED ON AVAILABILITY.

NOTE: PLANTS TO BE INSTALLED AS TO MIMIC NATURAL OCCURRENCE.

MCARTHUR WEST

PINE FLATWOODS PLANTING

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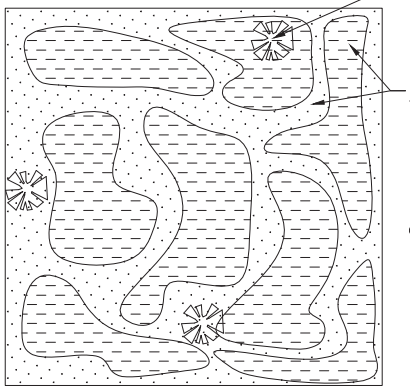
JAN 2021

FIGURE

'McArthur West.dwg PINE FLATWOODS PLANTING SWM

SLOUGH REPLANTING PLAN

NTS



Canopy Trees - 3 gal, 20' o.c. (35)
Taxodium spp. - Cypress
Gordonia lasianthus - Loblolly bays
Acer rubrum - Red maple
Persea borbonia - Red bay

Groundcover BR, 2' o.c. (5,275)
Iris virginica - Blue Flag Iris
Pontederia Cordata - Pickerel Weed
Sagittaria lancifolia - Duck Potato
Schoenoplectus californicus - Giant Bulrush
Cladium mariscoides - Swamp Sawgrass

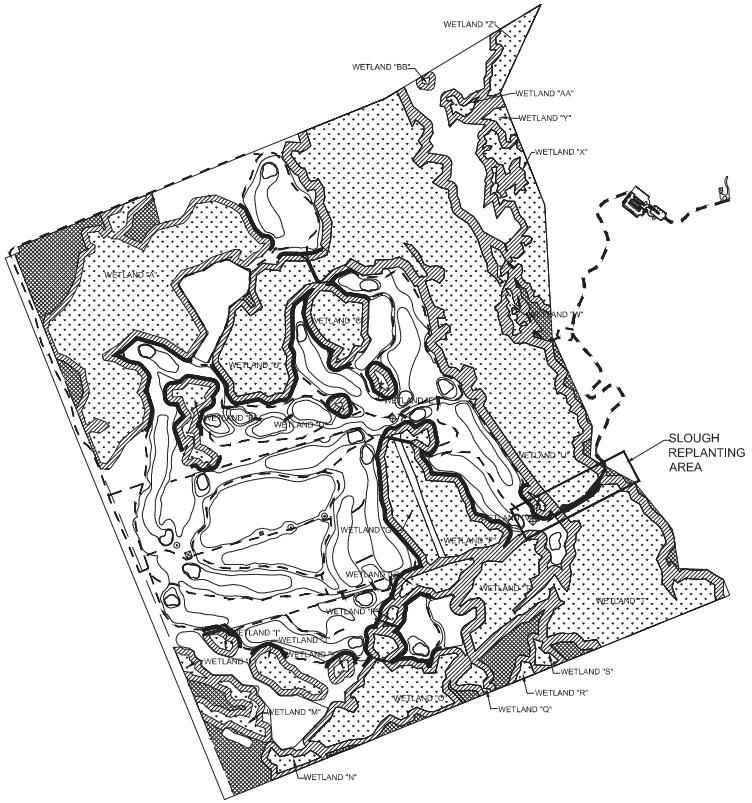
QUANTITY OF PLANTS WILL BE DETERMINED BY SIZE OF RESTORATION AREA AND SPACING (O.C.) OF SELECTED PLANTS.

REFERENCED SPECIES MAY BE SUBSTITUTED WITH OTHER APPROPRIATE NATIVE SPECIES BASED ON AVAILABILITY.

NOTE: PLANTS TO BE INSTALLED AS TO MIMIC NATURAL OCCURRENCE.

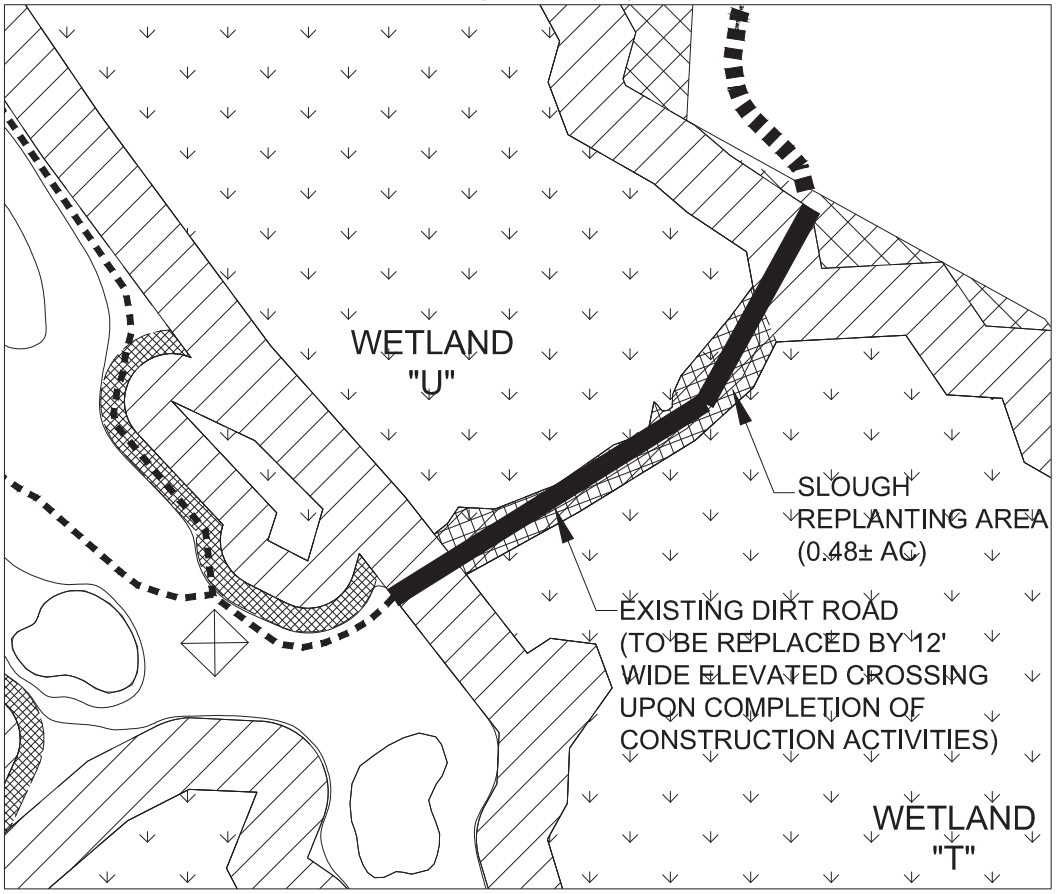
KEY SHEET

NTS



SLOUGH REPLANTING AREA (0.48± AC)

NTS



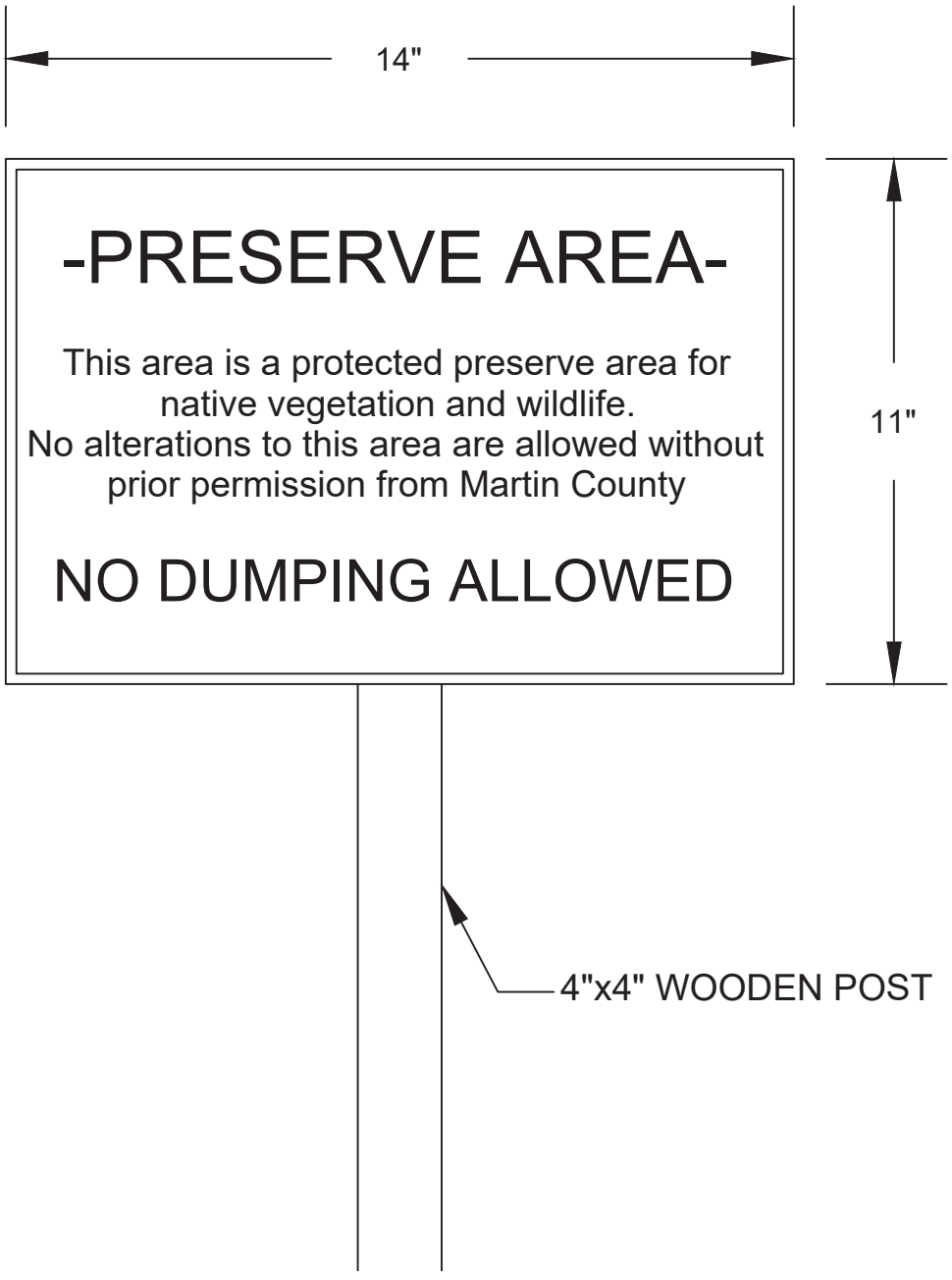
LEGEND

- WETLAND PRESERVE
- UPLAND BUFFER PRESERVE
- UPLAND PRESERVE

MCARTHUR WEST GC
SLOUGH REPLANTING PLAN

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1000 SE MONTEREY COMMONS BLVD., SUITE 208
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772-287-8771 FAX 772-287-2988
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FEB 2021
FIGURE



PRESERVE AREA SIGN

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OCT 2013

FIGURE

PRESERVE SIGN STANDARD.dwg Layout1

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services

ENVIRONMENTAL ASSESSMENT

MCARTHUR WEST GOLF COURSE

MARTIN COUNTY, FLORIDA

Prepared for:

McArthur Golf Course

Prepared by:

EW Consultants, Inc.

September 2020

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INTRODUCTION -

The McArthur West Golf Course project site covered by this Environmental Assessment comprises 518.1+/- acres. The site is located west of U.S. 1 and the existing McArthur Golf Course, south of the Poinciana Gardens plat, and north and east of portions of the Atlantic Ridge State Park (see Figure 1 in Appendix A, Location Map). The project site is situated in east-central Martin County, FL, in the Gomez Grant, Township 39S, and Range 42 East (see Figure 2 in Appendix A, USGS Quadrangle Map).

GENERAL PROPERTY DESCRIPTION -

Just slightly less than half of the project site consists of native pine/mesic flatwoods upland habitat. There is a substantial amount of freshwater wetlands on-site, as well, including a large bay slough, wet prairies and marshes. The remaining portions of the site include a fallow tomato field, powerlines, and a small area of exotic vegetation. The property is surrounded by vacant wooded lands to the south, north and west, and the existing McArthur Golf Course to the east (see Figure 3, 2020 Aerial Photograph, in Appendix A for an aerial view of the project site and surroundings).

SOILS -

A soils report for the site generated by the USDA/NRCS in included in Appendix B. The soils in this part of Martin County are generally poorly drained sands and depressional sands.

NATURAL COMMUNITIES AND LAND COVERS -

The following is a summary of the land covers and vegetative communities found on the subject site. Land cover and vegetative community classifications were mapped based on the Florida Land Use, Cover and Forms Classification System (FLUCCS) and Florida Natural Areas Inventory (FNAI). The land cover mapping is based on the vegetative site conditions as of August 2020. Please refer to Figure 4 in Appendix A, for the approximate limits of the land cover categories described below.

Land cover categories present on-site include:

#261: Fallow Crop Land – Located in the west-central portion of the project site is a rectangular series of fallow row crop fields. This area once served as a tomato farm. These areas now consist of torpedo grass, broomsedge grasses, and exotic trees such as earleaf acacia and Brazilian pepper.

#411: Pine/Mesic Flatwoods – This common native upland vegetative cover consists of slash pine canopy, with saw palmetto, gallberry, fetterbush and wax myrtle in the understory, with wiregrasses in the groundcover layer. Native vines are also present such as wild grape and greenbrier. While most of this habitat is in good to very good ecological condition, portions of the pine flatwoods areas, generally adjacent to wetlands, contain the exotic downy rose myrtle bush. This land cover type is suitable habitat for the state threatened gopher tortoise, and evidence of their presence was observed during recent site visits.

#424: Melaleuca - This upland land cover includes a small wooded area in the north-central portion of the project site along the north property line. This land cover is dominated by the invasive exotic melaleuca tree. The forest floor in this area is generally devoid of vegetation, and contains leaf litter from the melaleuca canopy. This land cover provides very little wildlife utilization potential.

#533: Reservoirs Less Than 10 Acres – A small excavated pond occurs in the southwest portion of the project site. It appears to have been excavated prior to the farming activity on-site.

#611/619: Bay Swamp/Exotic Wetland Hardwoods – Running along the eastern portion of the project site in a north-to-south fashion is a large bay swamp. This wetland slough runs from Poinciana Gardens in the north to south of Bridge Road. It is in fair to poor ecological condition, containing a significant amount of woody exotic plant species, such as melaleuca and Brazilian pepper. Climbing fern drapes both native and non-native canopy trees within the slough.

#641: Freshwater Marshes – Scattered throughout the project site are long hydro-period freshwater wetlands. Such areas are dominated by desirable native wetland plants such as pickerelweed, duck potato, maidencane, and buttonbush. Such wetlands on-site provide foraging and nesting habitat opportunities for a variety of common and listed wildlife species, in particular wading birds during the dry season when the deep pocket of the marshes contain water. The landward extents of the wetlands on-site have been verified by the SFWMD (see Exhibit 1).

#643: Wet Prairie – Scattered throughout the project site are short hydro-period freshwater wetlands. Such areas are dominated by desirable native wetland plants such as St. John's wort, corkwood, little blue maidencane, bog buttons and hatpins. Such wetlands on-site provide foraging and nesting habitat opportunities for a variety of common and listed wildlife species, in particular wading birds during the wet season when water covers the wetland areas. The landward extents of the wetlands on-site have been verified by the SFWMD (see Exhibit 1).

#832: Electrical Power Transmission Lines - Running along the western boundary of the project site is a set of electrical power transmission lines. The ground beneath these lines is cleared for maintenance vehicle access, and consists of herbaceous wetland and upland plant species.

PREVIOUS IMPACTS -

As described above, a portion of the project site was used for agricultural purposes (tomato fields). Such fields can be seen on Figure 5, a 1986 aerial photograph. The dirt road through the bay slough at the southern end of the project site was constructed in order to access these fields.

AGENCY COORDINATION –

With the databases of the U.S. Fish and Wildlife Service (FWS) and the Florida Fish and Wildlife Conservation Commission (FWC) readily available on-line, Figures 6 and 7 represent the database downloads for these agencies. In addition, the landward extents of the wetlands on-site have been verified by the SFWMD (see Exhibit 1).

LISTED SPECIES -

Due the various types of habitats found on-site, listed wildlife species may utilize the pine flatwoods and wetlands on-site for nesting and foraging opportunities.

A search of the FWC water bird colonies database is shown on Figure 6. The data reveal that several colonies within 20 miles of the project site have been documented. Since the foraging range of a wood stork is generally recognized as 18.6 miles from its colony, the project site is located within a wood stork foraging area. However, only minimal impacts to the on-site wetlands are proposed due to the necessary widening of the existing access road through the bay slough. Therefore, there will be no anticipated impacts to listed wading bird populations.

Although the bald eagle has been removed from the Endangered Species Act list, it remains protected under the Bald and Golden Eagle Protection Act. The subject property contains numerous mature slash pines that could provide potential nesting opportunities for bald eagles and is located within a few miles of major foraging areas, such as the Indian River Lagoon, St. Lucie River, and numerous local waterways. A mature bald eagle was observed in the northwestern portion of the site during field work in April of 2020. This individual was observed in-flight, perched in a large slash pine, and foraging within Wetland A. No eagle nest was observed within the project boundaries at this time or during follow-up site investigations. The closest eagle nest is located to the north of the site (MT010 in the Atlantic Ridge State Park). A graphic showing FWC documented bald eagle nest locations is attached as Figure 7 in Appendix A.

As mentioned previously, the state threatened gopher tortoise has been observed on-site. It is recommended that a full survey be conducted within the development footprint no more than 90 days prior to land operations. As for the listed wading birds observed on-site, it is recommended that systematic surveys be conducted within the on-site wetlands in accordance with FWC guidelines at the appropriate times of year prior to and during site development activities.

APPENDIX A

Figure 1 – Location Map

Figure 2 – USGS Quadrangle Map

Figure 3 – 2020 Aerial Photograph

Figure 4 – FLUCCS/FNAI Land Cover Map

Figure 5 – 1986 Aerial Photograph

Figures 6 – FFWCC Wading Bird Colonies

Figure 7 – FFWCC Eagle Nest Locations



LEGEND

▨ - SITE (518.1+/-AC)

0 2,000 Feet

N

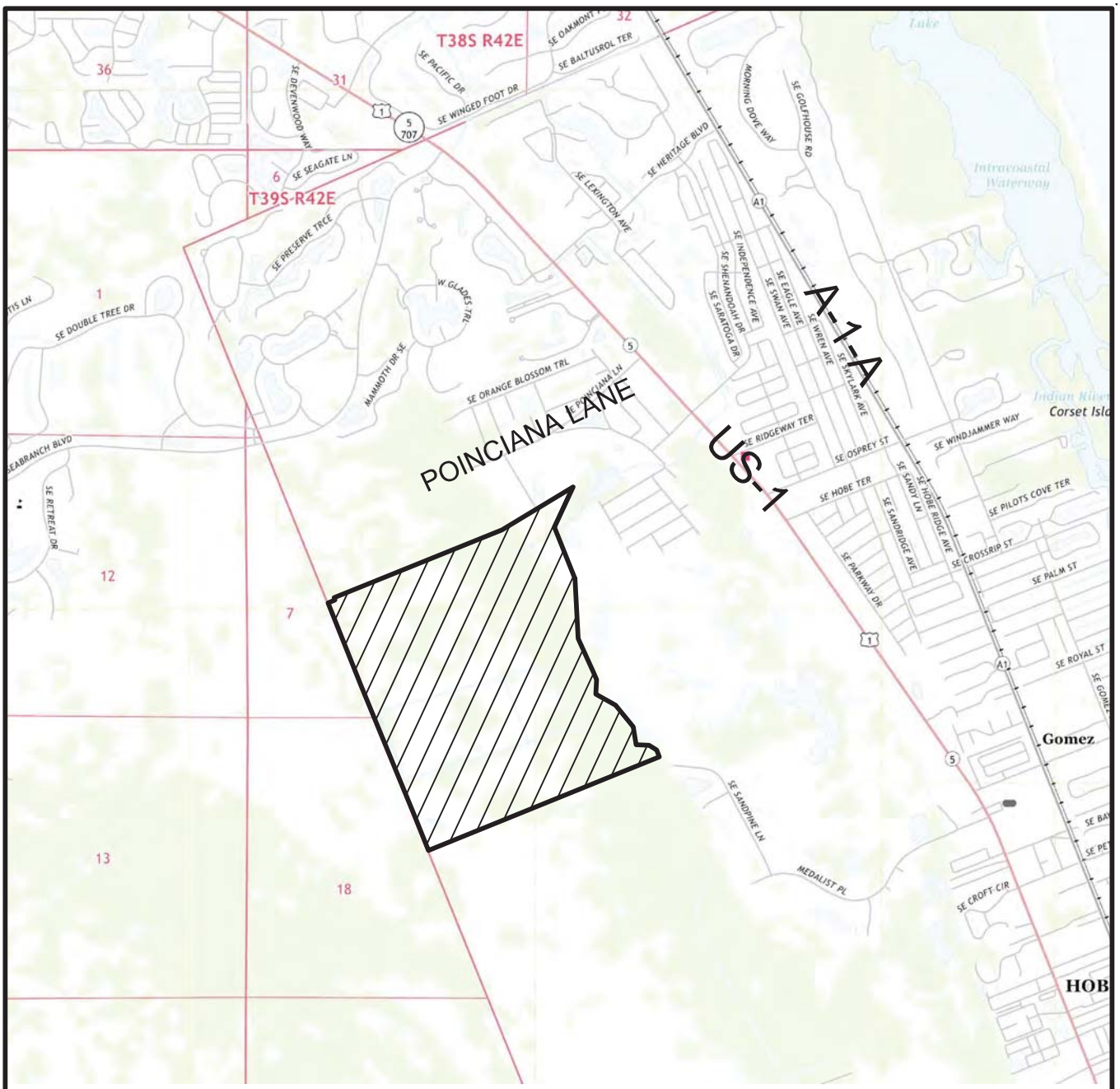
MCARTHUR WEST
LOCATION MAP

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STUART, FL 34996
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SEPT 2020

FIGURE

1



USGS QUAD MAP "GOMEZ", GOMEZ GRANT, TOWNSHIP 39 SOUTH, RANGE 42 EAST, HOBE SOUND, MARTIN COUNTY, FLORIDA, LATITUDE 27d5'21" LONGITUDE -80°10'36"

LEGEND

▨ - SITE (518.1± AC)

0 2000

SCALE IN FEET

MCARTHUR WEST QUAD

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SEPT 2020

FIGURE 2

McArthur West.dwg QUAD



MARTIN COUNTY AERIAL DATED 2020

0 2000
SCALE IN FEET

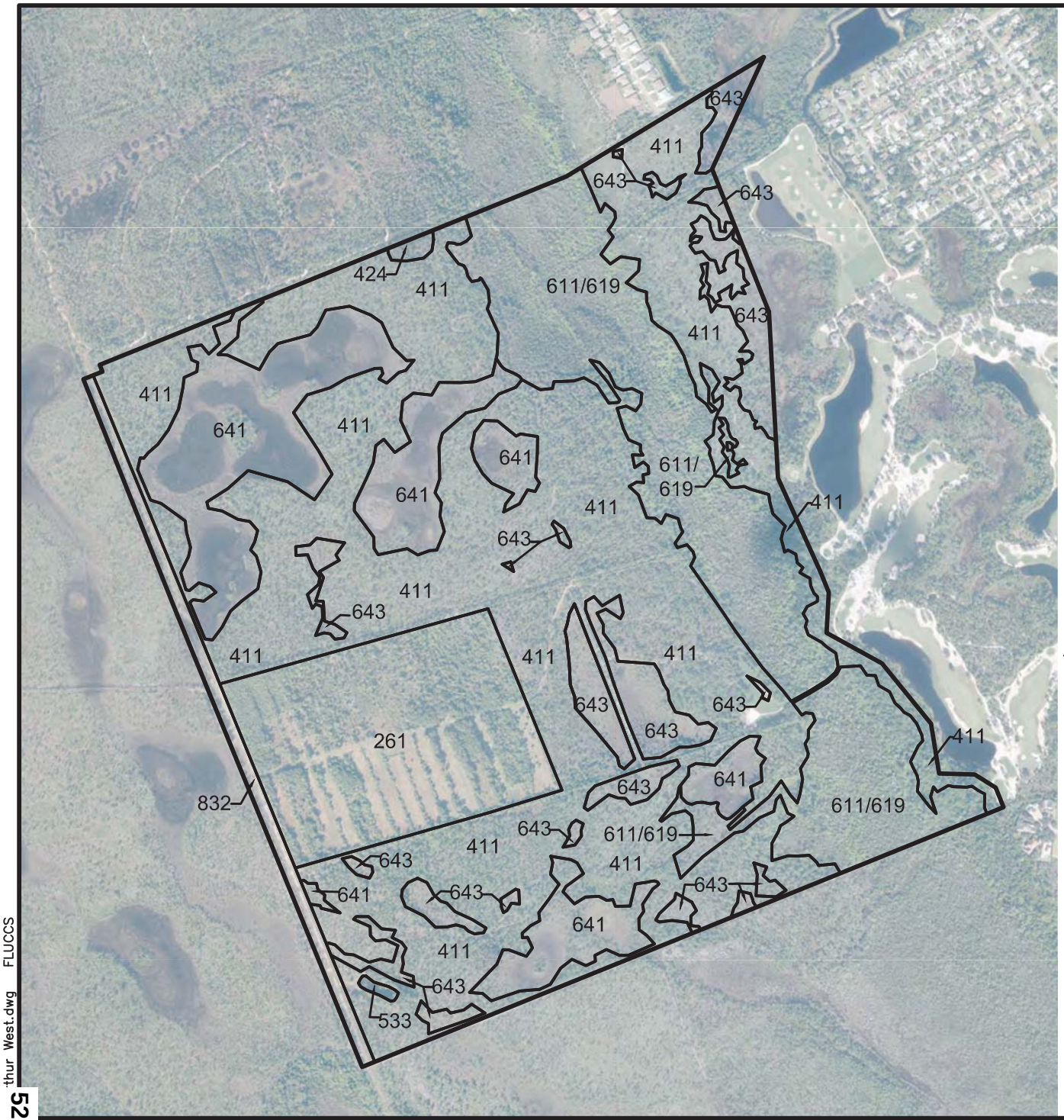
MCARTHUR WEST
AERIAL

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FIGURE
3

McArthur West.dwg AERIAL



0 1000

SCALE IN FEET

LEGEND

261 - FALLOW CROP LAND (58.7± AC)
411 - PINE FLATWOODS (254.2± AC)
424 - MELALEUCA (0.9± AC)
533 - RESERVOIRS LESS THAN 10 ACS (0.5± AC)
611/619 - BAY SWAMP/EXOTIC WETLAND HARDWOODS (91.5± AC)
641 - FRESHWATER MARSHES (68.4± AC)
643 - WET PRAIRIES (33.8± 0AC)
832 - ELECTRICAL POWER TRANSMISSION LINES (10.1± AC)
TOTAL SITE (518.1± AC)

MARTIN COUNTY AERIAL DATED 2020

MCARTHUR WEST FLUCCS

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JULY 2020

FIGURE 4

thur West.dwg FLUCCS

522



FDOT AERIAL DATED 1986

0 2000
SCALE IN FEET

MCARTHUR WEST

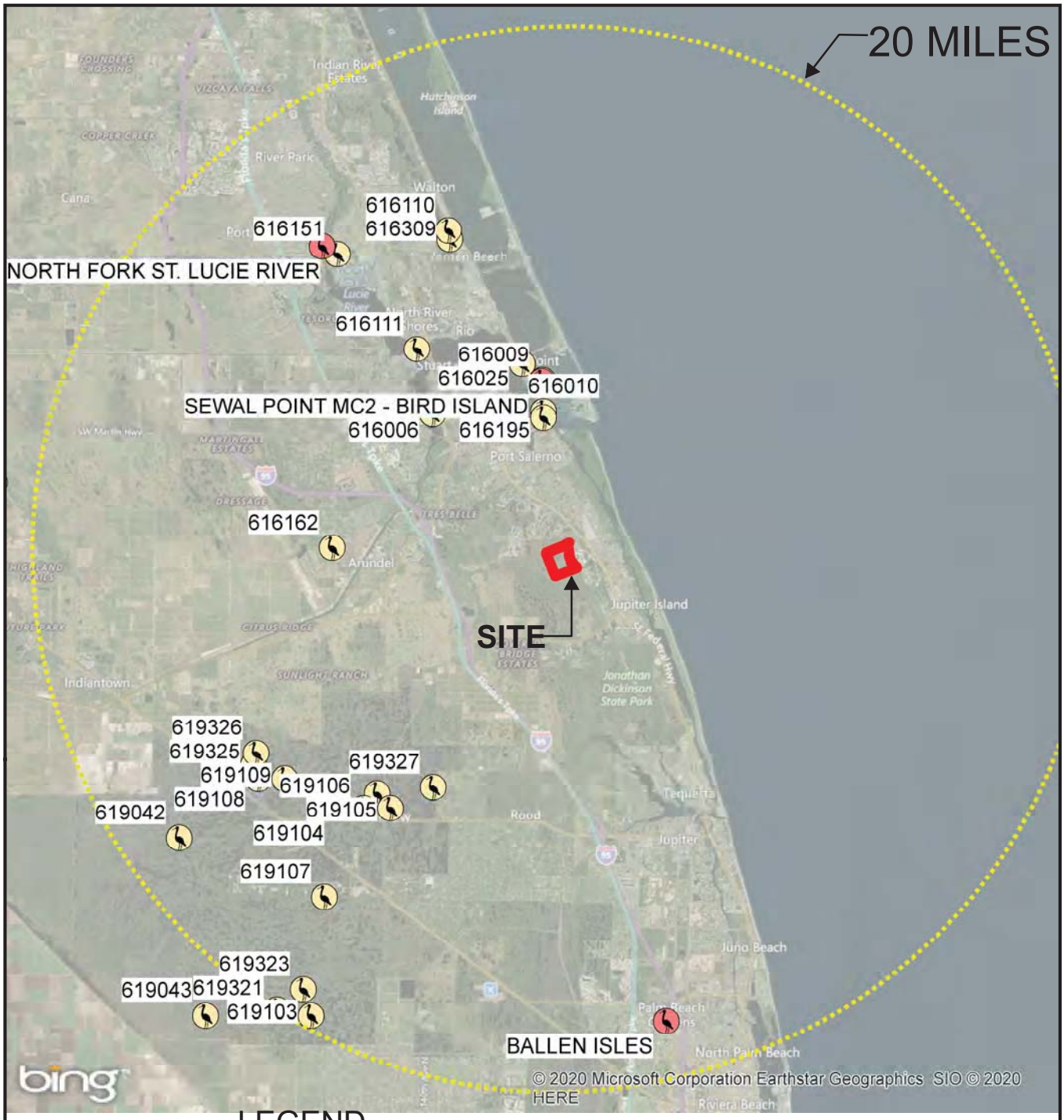
1986 AERIAL

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SEPT 2020

FIGURE
5

McArthur West.dwg 1986 AERIAL



LEGEND

- USFWS WOST ACTIVE COLONIES 2009-2018
- FWC WADING BIRD ROOKERIES 1999

N

0 7 Miles

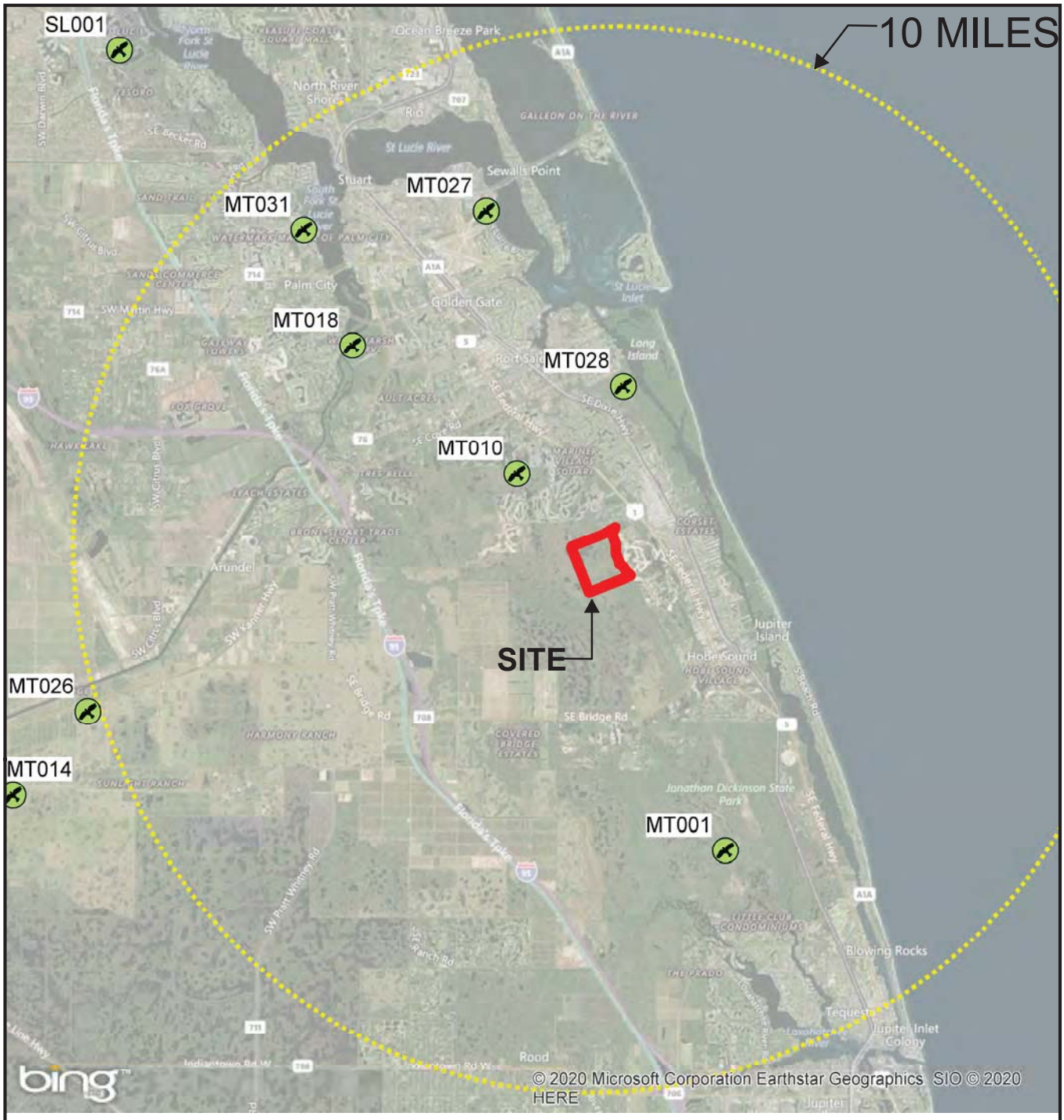
MCARTHUR WEST
WOODSTORKS & WADING BIRDS

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STUART, FL 34996
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SEPT 2020

FIGURE

6



0 3 Miles

N

LEGEND

FWC EAGLE NESTING 2016 DATA

MCARTHUR WEST
EAGLE NESTING MAP

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STUART, FL 34996
772-287-8771 FAX 772-287-2988
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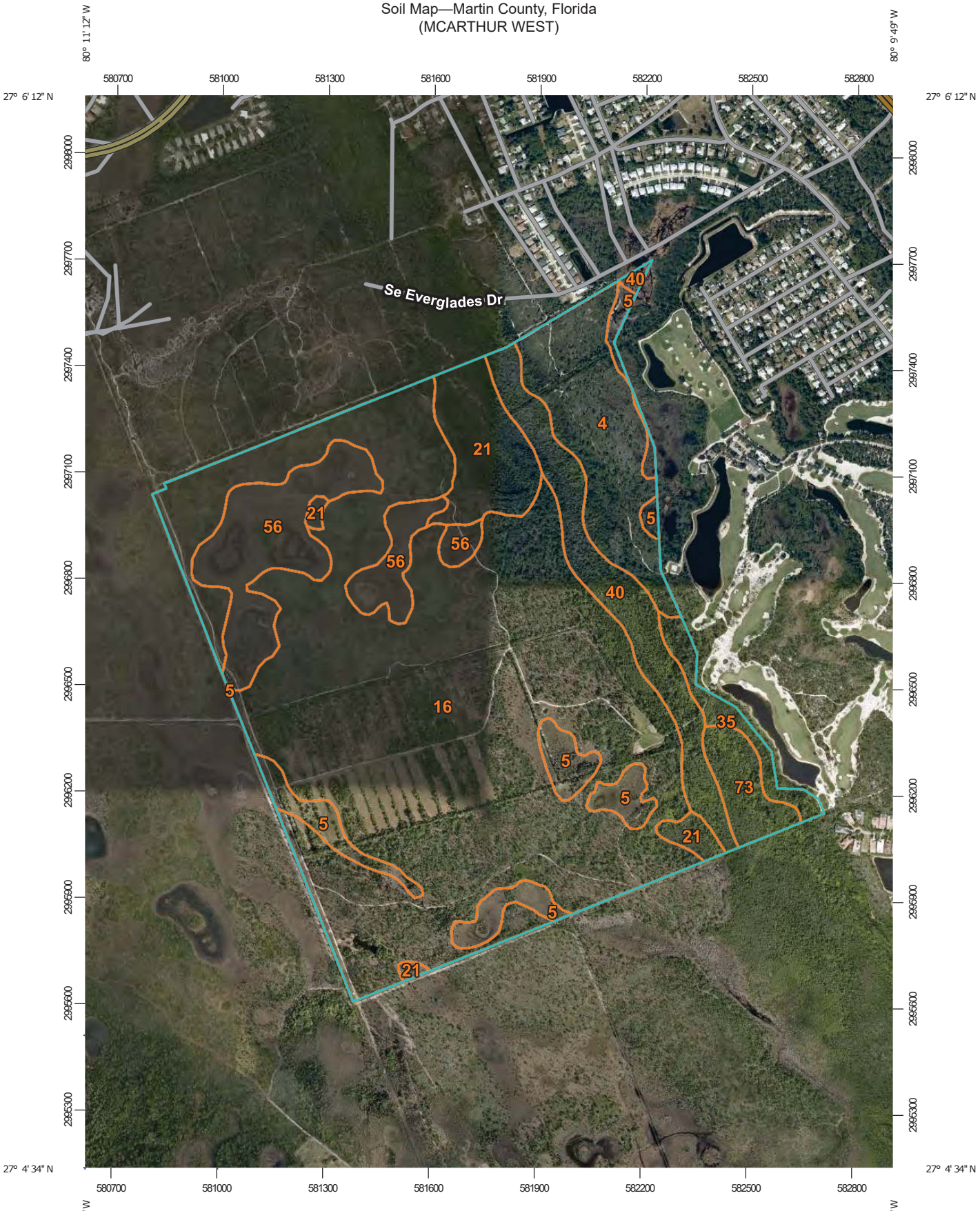
SEPT 2020

FIGURE

7

APPENDIX B

USDA/NRCS Soils Report



Map Scale: 1:14,800 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 200 400 800 1200

Feet
0 500 1000 2000 3000

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Martin County, Florida
Survey Area Data: Version 19, Jun 9, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 25, 2019—Mar 28, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
4	Waveland and Immokalee fine sands	42.8	8.3%
5	Waveland and Lawnwood fine sands, depressional	28.0	5.4%
16	Oldsmar fine sand, 0 to 2 percent slopes	314.2	60.7%
21	Pineda-Riviera fine sands association, 0 to 2 percent slopes	29.0	5.6%
35	Salerno sand	9.3	1.8%
40	Sanibel muck	35.0	6.8%
56	Wabasso and Oldsmar fine sands, depressional	48.0	9.3%
73	Samsula muck, frequently ponded, 0 to 1 percent slopes	11.7	2.3%
Totals for Area of Interest		**518.1**	**100.0%**

EXHIBIT 1

SFWMD Wetland Determination

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

June 25, 2020

** Delivered via email*

Kevin Murphy *
McArthur Golf Club
6550 SW Osprey Street
Hobe Sound, FL 33455

Subject: McArthur West GC
Application No. 200624-3751
Informal Wetland Determination No. 43-103615-P
Martin County

Dear Mr. Murphy:

The District reviewed your request for an informal determination of the jurisdictional wetland and other surface water boundaries within the subject property, which is located as shown on the attached Exhibit No. 1.0. A joint site inspection was conducted on June 12, 2020.

Based on the information provided and the results of the site inspection, jurisdictional wetlands and other surface waters as defined in Chapter 62-340, Florida Administrative Code, exist on the property. Exhibit No. 2.0, attached, identifies the boundaries of the property inspected and the approximate landward limits of the wetlands and other surface waters.

This correspondence is an informal jurisdictional wetland determination pursuant to Section 373.421(6), Florida Statutes, and Section 7.3 of Environmental Resource Permit Applicant's Handbook Volume I. It does not bind the District, its agents or employees, nor does it convey any legal rights, expressed or implied. Persons obtaining this informal jurisdictional determination are not entitled to rely upon it for purposes of compliance with provision of law or District rules.

Sincerely,

Barbara Conmy
Section Leader

c: Paul Ezzo, EW Consultants, Inc *

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website (http://my.sfwmd.gov/ePermitting) and searching under this application number 200624-3751 .

Exhibit No. 1.0 Location Map

Exhibit No. 2.0 Wetland and OSW Map

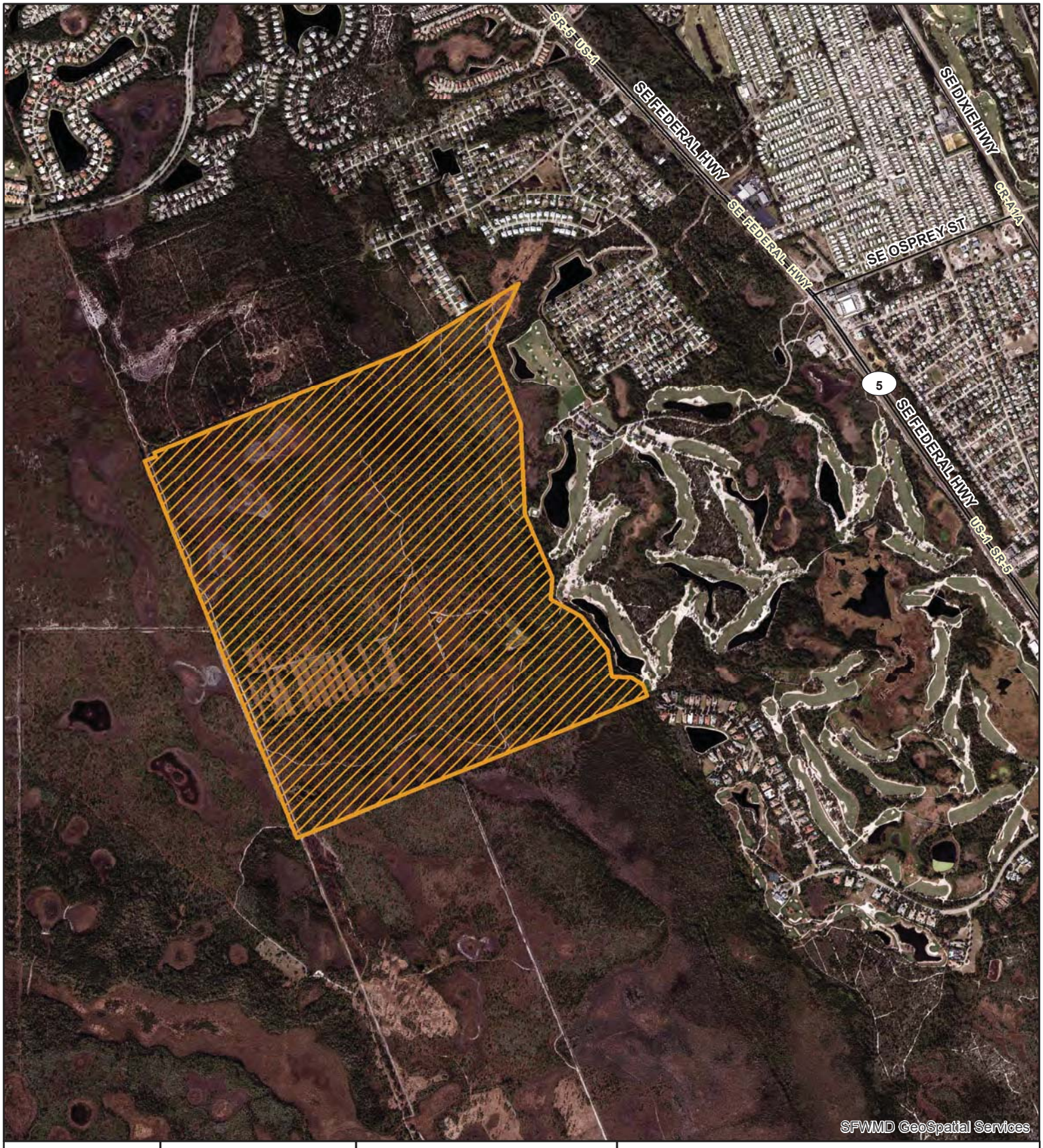


Exhibit No: 1	Exhibit Created On: 2020-06-25	MARTIN COUNTY, FL

REGULATION DIVISION

Project Name: McArthur West GC

Application

Permit No: 43-103615-P

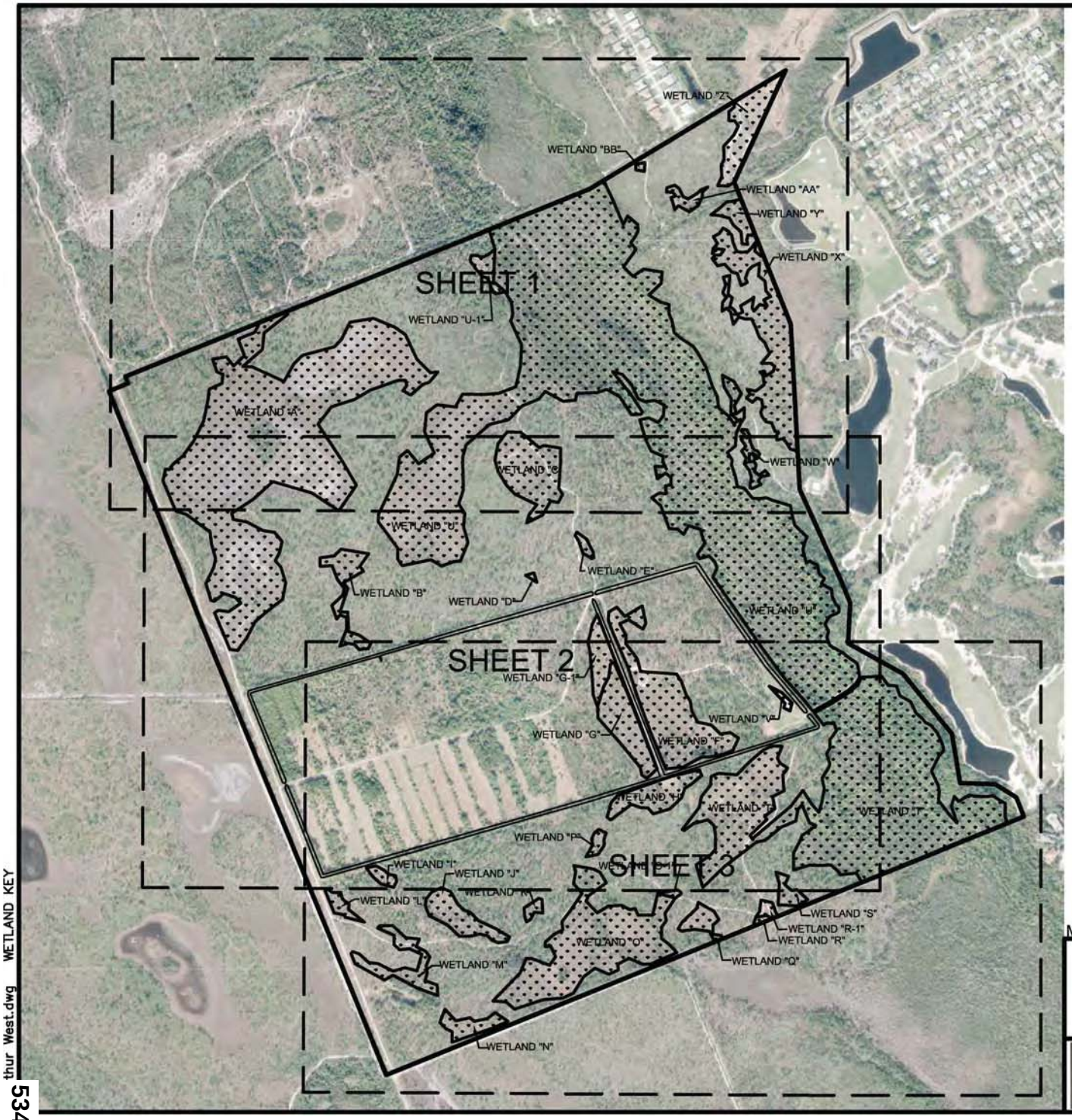
Application Number: 200624-3751

0 0.275 0.55 Miles

N

Created by

South Florida Water Management District



0 1000

SCALE IN FEET

NOTE:

- Wetland lines were previously surveyed by GCY, Inc. for all wetlands shown on the associated graphics EXCEPT the additional areas shown as G-1, O-1, R-1, and U-1. These additional areas are the result of an updated wetland verification performed by the SFWMD on June 12, 2020 in which field inspections and aerial photography were used. Such areas have not been surveyed by a Professional Surveyor and Mapper (PSM).
- Wetland areas within the FPL easement along the west property line are not included.

Wetlands	AC
A	36
B	1.6
C	4
D	0.05
E	0.2
F	6.8
G	4.4
H	2.1
I	0.4
J	1.9
K	0.3
L	0.5
M	1.7
N	1
O	10.7
P	0.3
Q	0.8
R	0.4
S	0.6
T	32.7
U	75.5
V	0.2
W	0.5
X	6.9
Y	0.8
Z	2.8
AA	0.5
BB	0.07
Total	193.72

LEGEND

- WETLAND (193.72± AC)
- OTHER SURFACE WATERS (5.6± AC)

MARTIN COUNTY AERIAL DATED 2019

MCARTHUR WEST WETLAND & OSW

EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL. 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

JUNE 2020

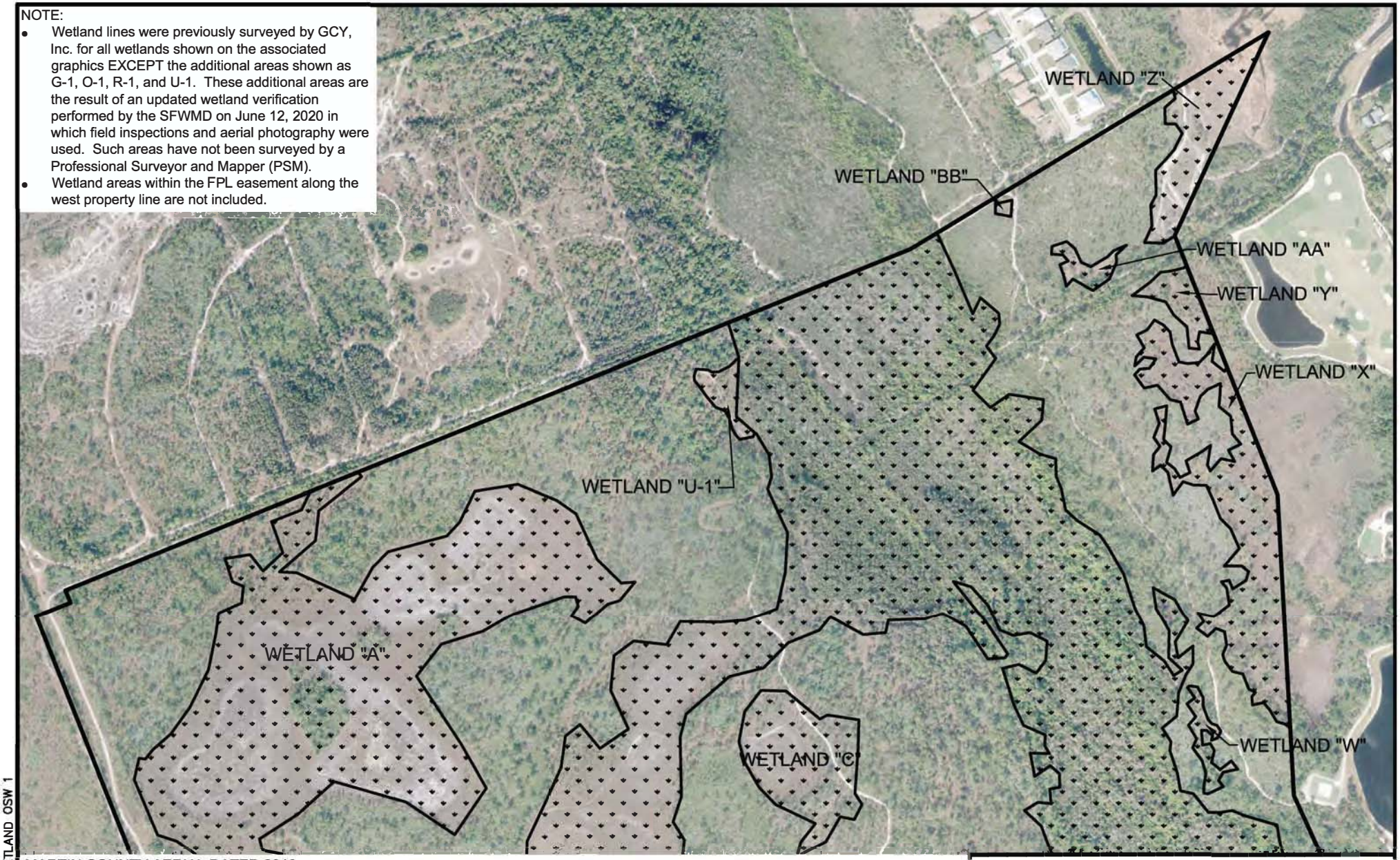
FIGURE KEY

thur West.dwg WETLAND KEY

534

NOTE:

- Wetland lines were previously surveyed by GCY, Inc. for all wetlands shown on the associated graphics EXCEPT the additional areas shown as G-1, O-1, R-1, and U-1. These additional areas are the result of an updated wetland verification performed by the SFWMD on June 12, 2020 in which field inspections and aerial photography were used. Such areas have not been surveyed by a Professional Surveyor and Mapper (PSM).
- Wetland areas within the FPL easement along the west property line are not included.



MARTIN COUNTY AERIAL DATED 2019

LEGEND

- WETLAND (193.72± AC)
- OTHER SURFACE WATERS (5.6± AC)

0 500
SCALE IN FEET

MCARTHUR WEST WETLAND & OSW

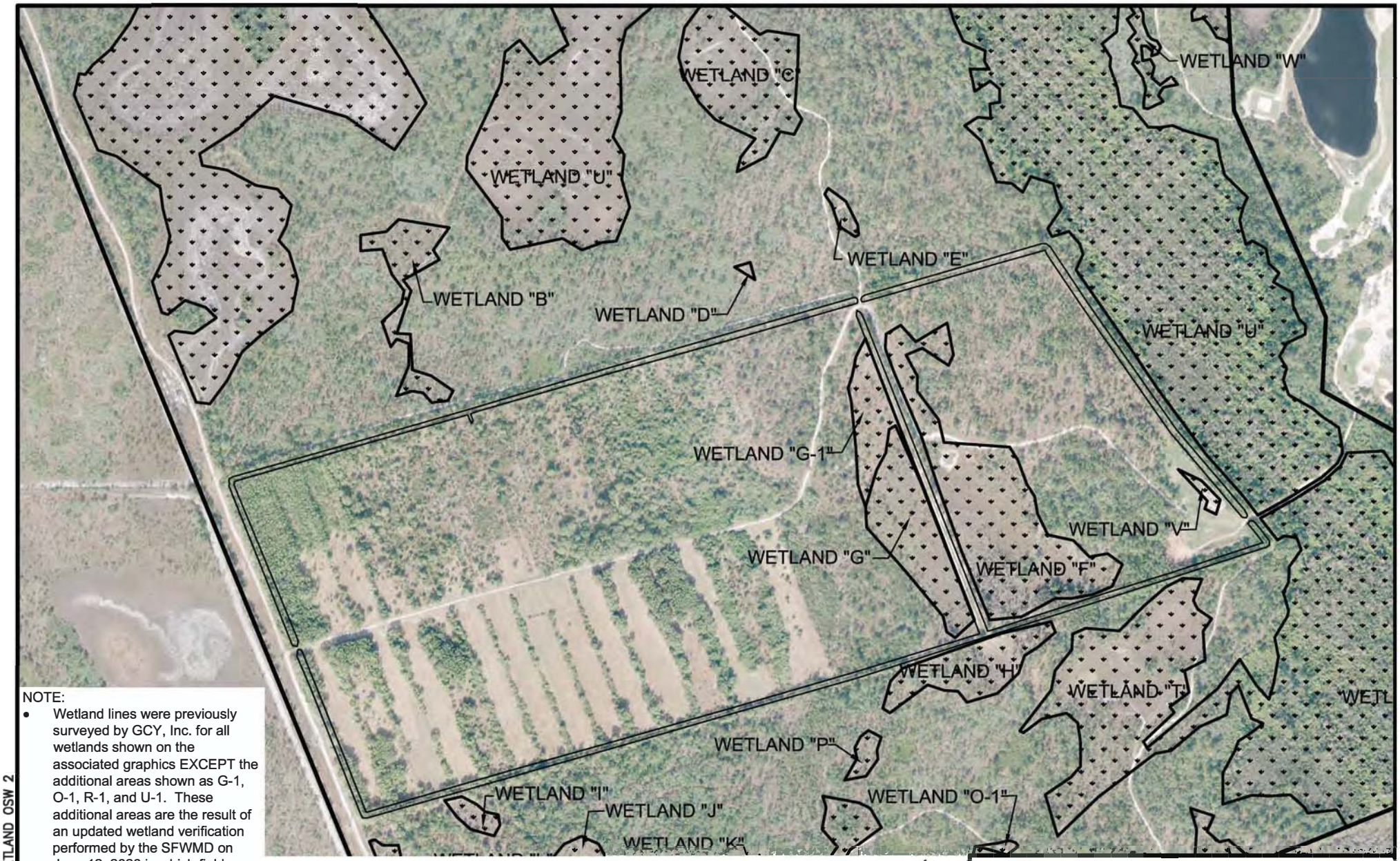
EW CONSULTANTS, INC.
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STUART, FL 34996
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WWW.EWCONSULTANTS.COM

JUNE 2020

FIGURE 1

thur West.dwg WETLAND OSW 1

535



NOTE:

- Wetland lines were previously surveyed by GCY, Inc. for all wetlands shown on the associated graphics EXCEPT the additional areas shown as G-1, O-1, R-1, and U-1. These additional areas are the result of an updated wetland verification performed by the SFWMD on June 12, 2020 in which field inspections and aerial photography were used. Such areas have not been surveyed by a Professional Surveyor and Mapper (PSM).
- Wetland areas within the FPL easement along the west property line are not included.

LEGEND

- WETLAND (193.72± AC)
- OTHER SURFACE WATERS (5.6± AC)

0 500
SCALE IN FEET

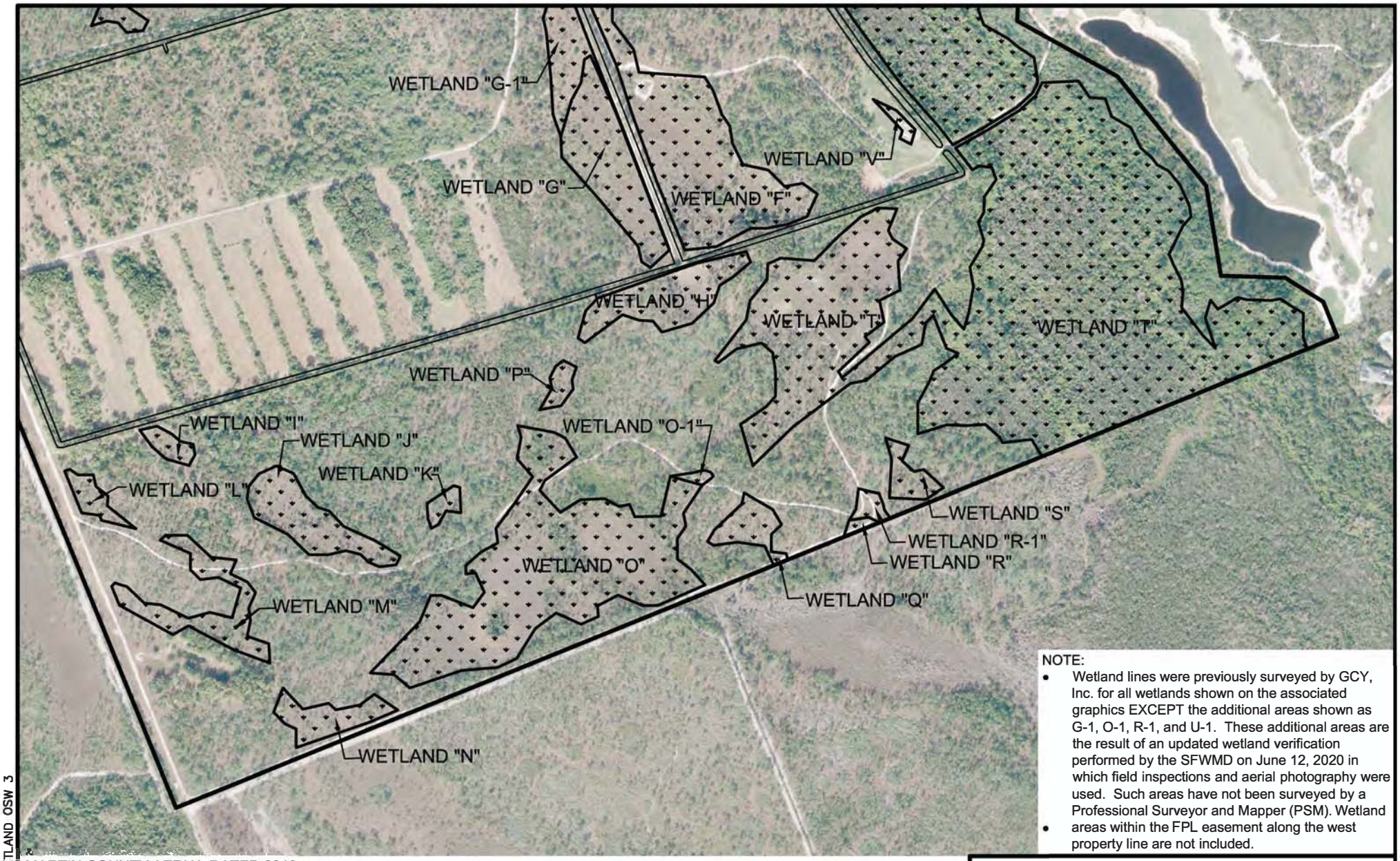
MARTIN COUNTY AERIAL DATED 2019

MCARTHUR WEST WETLAND & OSW

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STUART, FL 34996
772-287-8771 FAX 772-287-2988
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JUNE 2020
FIGURE 2

thur West.dwg WETLAND OSW 2
536



NOTE:

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- areas within the FPL easement along the west property line are not included.

MARTIN COUNTY AERIAL DATED 2019

LEGEND

- WETLAND (193.72± AC)
- OTHER SURFACE WATERS (5.6± AC)

0 500
SCALE IN FEET

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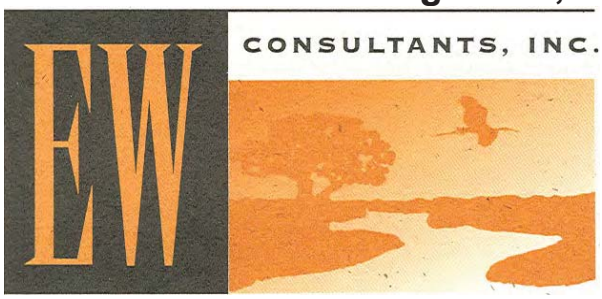
JUNE 2020

FIGURE 3

WETLAND OSW 3 thur West.dwg

537

Natural Resource Management, Wetland, and Environmental Permitting Services



McARTHUR WEST GOLF COURSE

DOCUMENTATION IN SUPPORT OF THE ENVIRONMENTAL WAIVER AND EXCEPTION APPLICATION

Prepared for:
McArthur Golf Club

Prepared by:
EW Consultants, Inc.

©February 2021

1000 SE Monterey Commons, Suite 208 • Stuart, FL 34996 • 772-287-8771 • Fax 772-287-2988

www.ewconsultants.com

1.0 PROJECT DESCRIPTION –

1.1 Introduction and Project Description -

The McArthur West Golf Course project consists of 518.1± acres, located in unincorporated Martin County, Florida. It is west of the existing McArthur Golf Course in Hobe Sound. The project consists of a proposed 18-hole golf course, stormwater facilities, as well as extensive wetland and upland preserve areas.

The site contains wetland areas throughout (37% of the site), as well as pine flatwoods upland habitat, and a small upland melaleuca stand in its northern portion. There is an existing dirt road located in the southern portion of the project site which crosses a bay/maple slough.

As part of the site plan, there are four distinct areas in which wetlands will be crossed with golf cart paths along with corresponding wetland buffer (upland habitat) impacts. Such crossings and buffer impacts are necessary for golf course development, golf play, and eventual golf course maintenance. Therefore, the Access to Uplands provision in Martin County's Land Development Regulations (Section 4.3.B.2., LDR), is being utilized as part of the associated Environmental Waiver application.

As part of these access areas, there will be no (0.00 square feet) of dredging or filling within any of the wetland or buffer areas. The areal extant of the paths will "shade" 0.15 acres of wetland area and 0.39 acres of wetland buffer area, with approximately 0.002 acres of support pilings installed within the footprint of the elevated golf cart paths. Discussions regarding the location and alternatives to the proposed golf cart access paths are detailed in subsequent sections of this report.

1.2 General Environmental Conditions -

The project site consists of a mosaic of pine flatwoods, freshwater wetlands, a fallow tomato field, and FPL power lines. Most of the native habitats on-site are in fair-to-good ecological condition, save for the bay slough which contains dense stands of exotic vegetation throughout. Other wetland areas contain mostly desirable native vegetation, although the exotic downy rose myrtle bush has established and now dominates drier portions of the wetlands on-site. The presence of this species can greatly reduce the potential for usage of the wetlands by wading birds, both listed and non-listed, and therefore will be eradicated in accordance with PAMP specifications.

The pine flatwoods on-site are generally in fair to good ecological condition. However, as with the ecotonal areas of the wet prairies on-site, the ecological value of this habitat has been diminished by the presence of the exotic downy rose myrtle bush, as well as earleaf acacia which has established within the fallow tomato fields and is spreading into the adjacent pine flatwood areas. Such species will be eradicated from the designated upland preserves on-site in accordance with the approved PAMP for the project.

The landward extents of all wetlands on the site have been verified by the South Florida Water Management District within the past year. Such documentation is included in the Environmental Assessment (EA) provided in the Preserve Area Management Plan (PAMP).

1.3 Proposed Wetland Impact (Shading and Pilings) -

In order to access the upland portions of the proposed golf course throughout the property, golf cart paths measuring 12 feet in width (maximum) are proposed to cross wetlands at the following locations (from north to south) as shown on Figure 1:
1) From #4 tee to #4 fairway and from #5 tee to #5 fairway (over W-U)
2) From #18 tee to #18 fairway (over W-F and W-G)
3) From the #16 tee to #16 fairway (over W-P)
4) From #15 green to #16 green (over W-O)

Such crossings will result in the shading of 0.15 acres of freshwater wetlands, and contain approximately 0.002 acres of area in which piles will be driven for bridge support. While there will be no dredging or filling associated with these paths, it is anticipated that native vegetation beneath them will be negatively impacted. Other wetland functions and values, such as aquatic habitat, surface water storage/filtration, and aquifer recharge, will remain undisturbed other than within the areas where piling are driven.

1.4 Proposed Wetland Buffer Impacts (Shading and Pilings) -

The proposed cart paths will impact 0.39 acres of wetland buffer area associated each side of the affected wetland area. As with the wetland crossing, such paths through the wetland buffers will be elevated above grade, eliminating the need to dredge or fill in these areas, minimally disturbing the vegetation.

2.0 GOLF CART PATH ALIGNMENT ALTERNATIVES -

The associated February, 2021, site plan shows the preferred alternative alignments for all of the proposed golf cart paths. All of these locations have been reviewed and tweaked by the land planner and golf course architect in order to reduce the shading impact as much as practicable. For example, crossing 1) initially split-off into W-U at the north and south ends (see attached Figure 2). The proposed design eliminates these splits in the wetland, reducing the areal extent of the shading impact within W-U. This crossing serves four holes, which could have been accomplished by two separate crossings over W-U. It should be noted that all four crossings have been aligned with the narrowest portions of the affected wetland areas, further reducing the wetland shading footprint.

3.0 PROPOSED MITIGATION FOR WETLAND AND BUFFER IMPACTS -

The proposed mitigation for the golf cart paths will be the creation of a minimum of 1.43 acres (or 9.5 times the 0.15 acres of shading impact) of freshwater wetland habitat from existing drainage ditches and associated ditch banks on-site. In particular, there is a north-south ditch which divides W-G from W-F (see Figures 3 and 4). Such ditches will be partially back-filled to match the existing grades of W-G and W-F using the dirt from the adjacent spoil piles (ditch banks) in order to connect them. This activity will result in 1.43 acres of wetland creation area. Once this area is re-graded, appropriately 16,000 native wetland plants will be installed in accordance with Figure 3, consisting of various wet prairie plants. This design will allow for a "seamless" merging of the two wetlands (G and F), providing appropriate hydrologic conditions for the created wetland area. Generally, getting the "hydrology" correct is the most difficult and most critical part of wetland creation; get it wrong, and the created area can be too dry for wetland plant survival or make it too deep nuisance plants like primrose willow and cattail may dominate. Creating a wetland area which combines adjacent wetlands, and essentially replicates historic conditions is the ideal technique in this situation.

As part of the wetland creation area, 1.33 acres will be wet prairie, and 0.10 acres will be hardwood forest due to the vegetative impacts to 0.07 acres of slough area within W-U as part of the "line-of-sight" clearing. No dredging or filling will occur within any of the line-of-site areas, and all vegetation to be cut and/or trimmed will be done so by hand; no heavy equipment will be permitting within the line-of-site alignments.

Martin County's requirement for replacing both the "spatial" and "functional" loss of wetlands is summarized in Table 1 on the final page of this report. Using the Wetland Rapid Assessment Procedure (WRAP), the 0.15 acres of wetland impact (from shading/pilings) result in a functional loss of 0.0124 units while the 1.43-acre mitigation area will generate 1.0362 credits, approximately 84 times that of the functional loss.

As for the wetland buffer impacts, 0.39 acres of such habitat will be impacted by shading. With 254.2 acres of native pine flatwood habitat on-site, the required 30% upland preserve would be 76.26 acres (including wetland buffers). The site plan calls for 99.41 acres of upland preserve habitat (including wetland buffers, but excludes line-of-site and cart path impacts). Therefore, there 0.39 acres of wetland buffer impact will be satisfactorily offset.

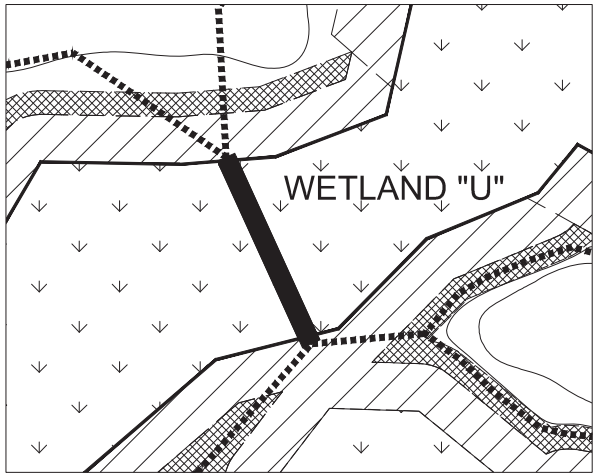
4.0 MONITORING OF CREATED WETLAND AREA -

The vegetative success criteria for the wetland creation area will be consistent with the standards set forth in the Preserve Area Management Plan (PAMP) for the McArthur West Golf Course project. In addition, Figure 4 shows the specific transect and photo/data collection stations for the wetland creation area. The Time-Zero Monitoring Report will document the creation activities (backfill and planting), while the annual reports will document the success and/or remediation needs of the creation area based on the vegetative success criteria in the PAMP.

TABLE 1								
		McARTHUR WEST GC						
		WETLAND MITIGATION SUMMARY						
SHADING IMPACTS								
Wetland #	**AC**	**Type**	**Preserve**	**Impact**	**Imp Type**	**WRAP Pre**	**WRAP Post**	**Debits**
F	6.80	643	6.76	0.040	Shading	0.0200	0.017	0.0027
G	4.40	643	4.39	0.010	Shading	0.0047	0.004	0.0007
O	10.70	643	10.68	0.020	Shading	0.0127	0.011	0.0020
P	0.30	643	0.28	0.020	Shading	0.0127	0.011	0.0020
U	75.50	643	75.44	0.060	Shading	0.0320	0.028	0.0040
TOTALS	**97.70**		**97.55**	**0.15**				**0.0113**
PILING IMPACTS								
Wetland #	**AC**	**Type**	**Preserve**	**Impact**	**Imp Type**	**WRAP Pre**	**WRAP Post**	**Debits**
F	6.80	643	6.80	0.0004	Pilings	0.0002	0.000	0.0002
G	4.40	643	4.40	0.0001	Pilings	0.0000	0.000	0.0000
O	10.70	643	10.70	0.0002	Pilings	0.0001	0.000	0.0001
P	0.30	643	0.30	0.0003	Pilings	0.0002	0.000	0.0002
U	75.50	643	75.50	0.0010	Pilings	0.0005	0.000	0.0005
TOTALS				**0.0020**				**0.0011**
GRAND TOTAL								**0.0124**
MITIGATION ID	**AC**	**Target Type**	**Preserve**	**Impact**	**Imp Type**	**WRAP Pre**	**WRAP Post**	**Credits**
Ditch Bewteen F & G	1.33	643				0.2660	0.733	0.9753
Ditch Bewteen F & G	0.10	617				0.0200	0.733	0.0733
TOTALS	**1.43**							**1.0487**
NET CREDITS								**1.0362**
NOTE:								
EXCEL Rounding								

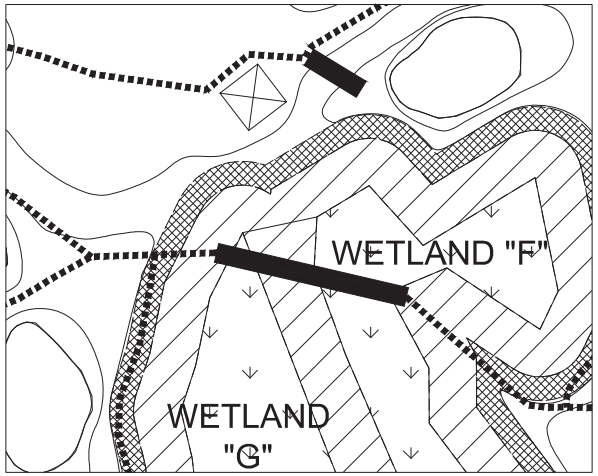
WETLAND CROSSING 1

NTS



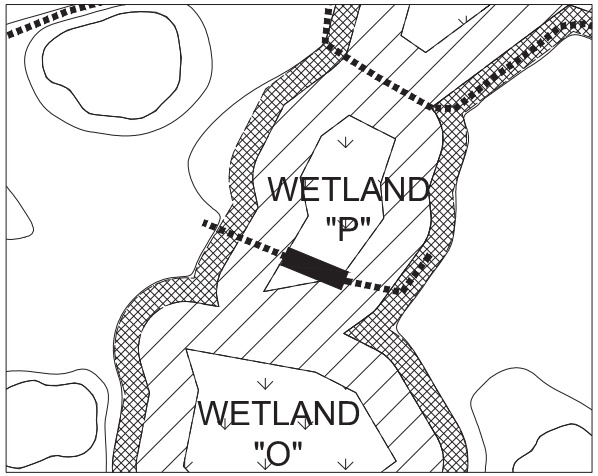
WETLAND CROSSING 2

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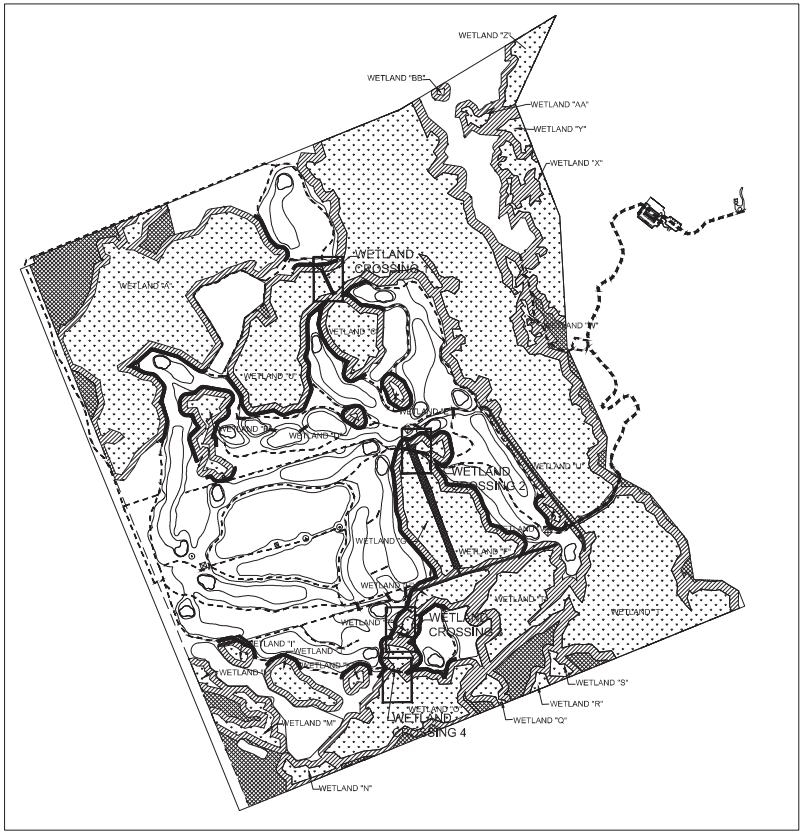


WETLAND CROSSING 3

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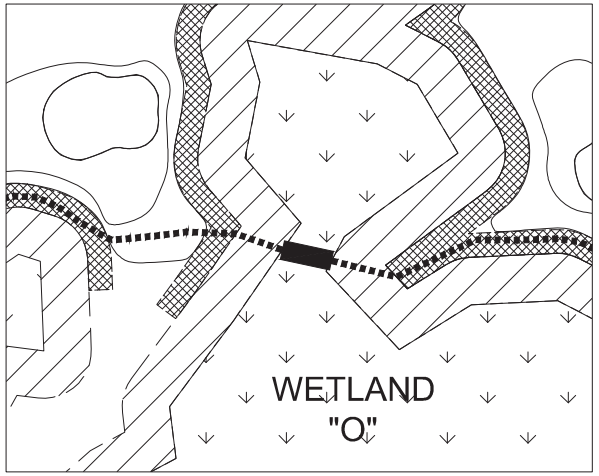


KEY SHEET



WETLAND CROSSING 4

NTS



LEGEND

- WETLAND PRESERVE
- UPLAND BUFFER PRESERVE
- UPLAND PRESERVE

MCARTHUR WEST WETLAND CROSSINGS

EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 · FAX 772-287-2988
WWW.EWCONSULTANTS.COM

JAN 2021

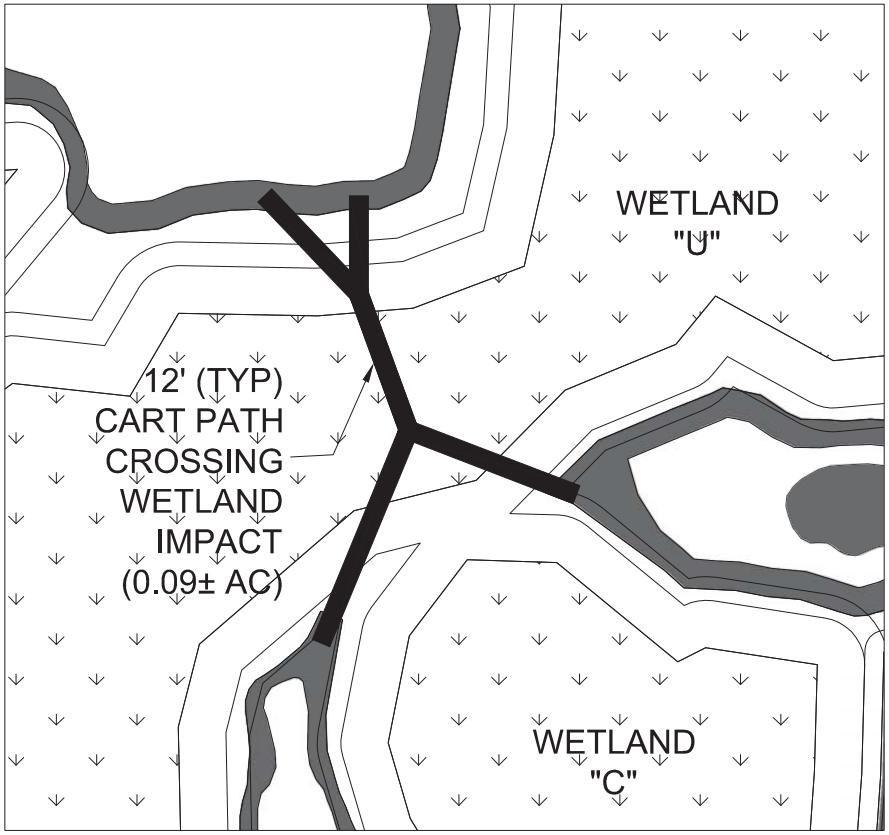
FIGURE 1

KEY SHEET



WETLAND CROSSING

NTS



LEGEND

- WETLAND PRESERVE

MCARTHUR WEST
WETLAND CROSSING
PREVIOUS SITE PLAN OPTION

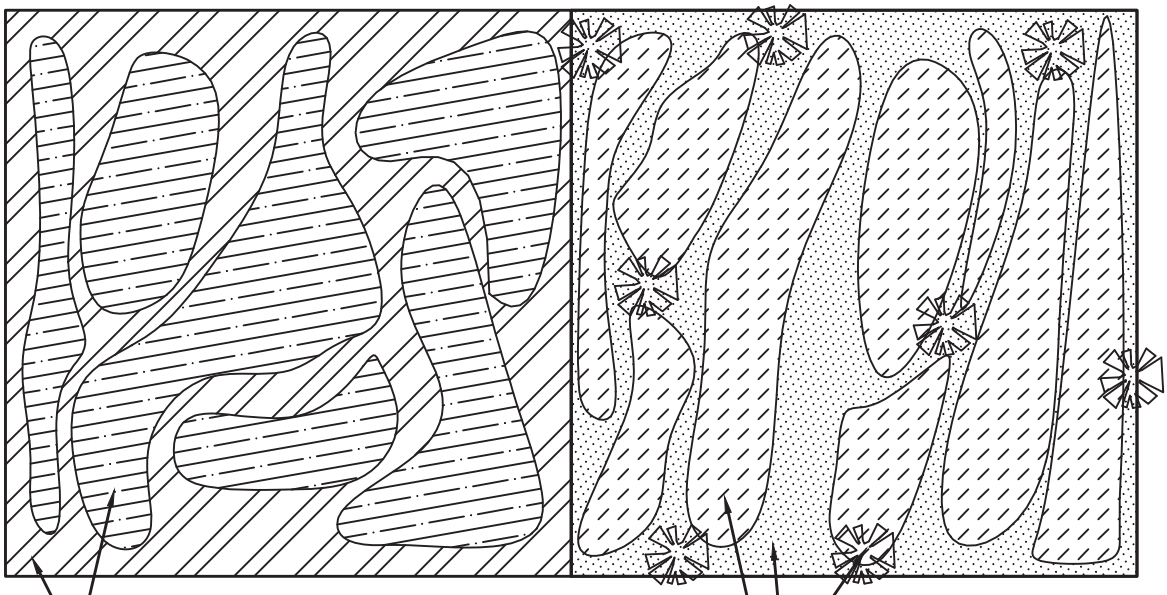
EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 · FAX 772-287-2988
WWW.EWCONSULTANTS.COM

JAN 2021

FIGURE 2

thur West – Grading Concept B cb calcs.dwg WETLAND CROSSING OLD SP

WET PRAIRIE CREATION PLANTING PLAN



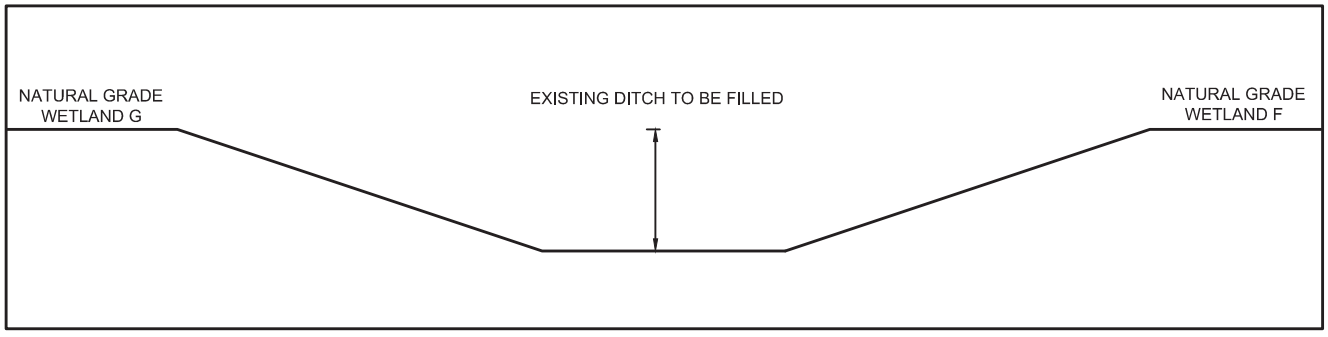
Groundcover - BR, 2' o.c.
Tracy's beakrush - *Rhynchospora tracy*i
Blue Flag Iris - *Iris virginica*
Blue Maidencane - *Amphicarpum muhlenbergianum*
Swamp Fern - *Blechnum serrulatum*

Canopy Trees - 3 gal
Taxodium spp. - Cypress
Gordonia lasianthus - Loblolly bays
Acer rubrum - Red maple
Persea borbonia - Red bay

Groundcover
Pontederia Cordata - Pickerel Weed
Sagittaria lancifolia - Duck Potato

- QUANTITY OF PLANTS WILL BE DETERMINED BY SIZE OF RESTORATION AREA AND SPACING (O.C.) OF SELECTED PLANTS.
- REFERENCED SPECIES MAY BE SUBSTITUTED WITH OTHER APPROPRIATE NATIVE SPECIES BASED ON AVAILABILITY.
- NOTE: PLANTS TO BE INSTALLED AS TO MIMIC NATURAL OCCURRENCE.

EXISTING & PROPOSED CONDITIONS SECTION



MCARTHUR WEST GC

WETLAND CREATION PLANTING PLAN

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WWW.EWCONSULTANTS.COM

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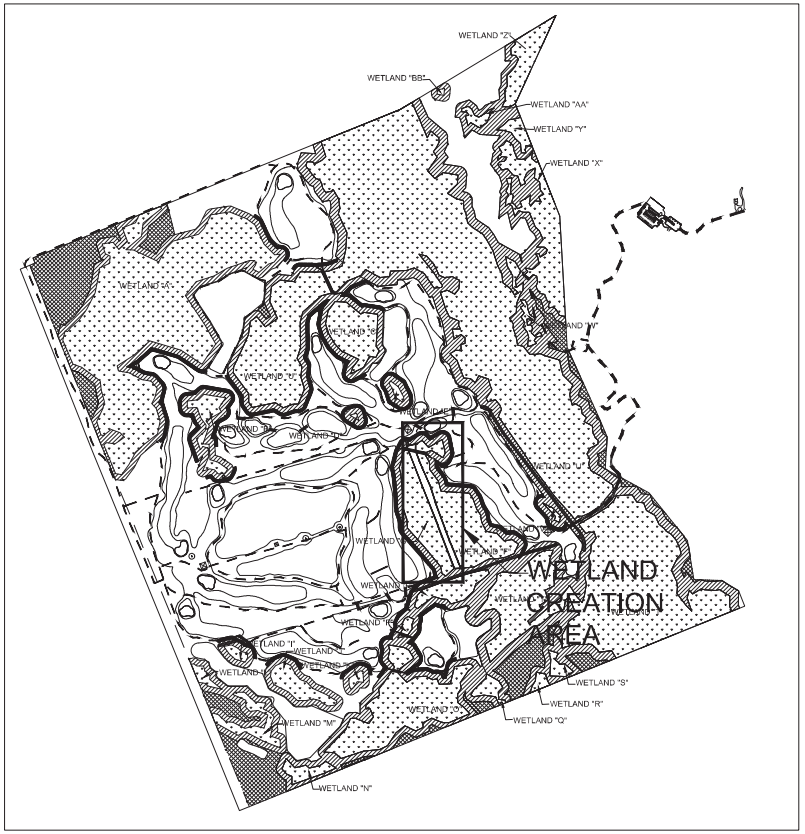
FIGURE
3

McArthur West.dwg WET CREATION PLANTING

LEGEND

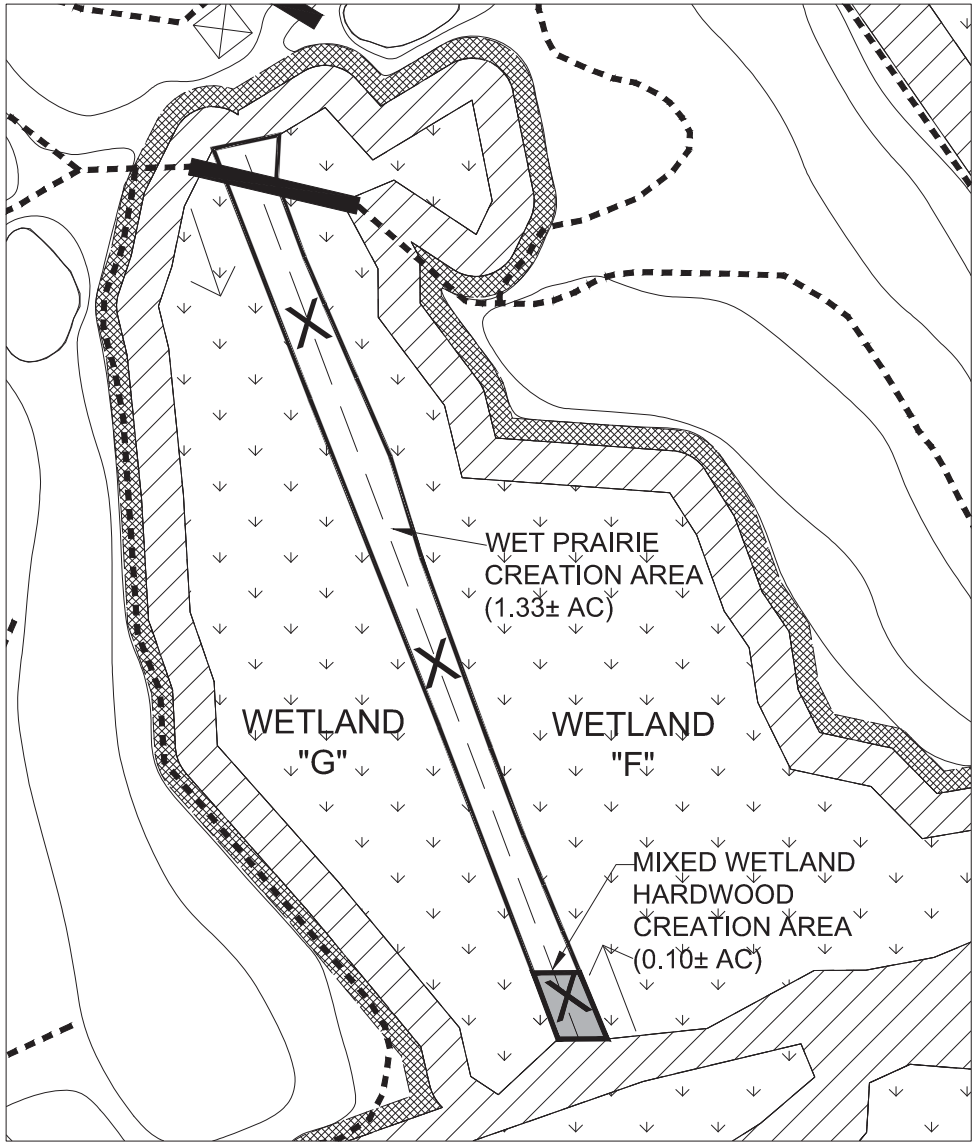
- WETLAND PRESERVE
- UPLAND BUFFER PRESERVE
- UPLAND PRESERVE
- MONITORING TRANSECT WITH STATIONS
- PHOTO STATION

KEY SHEET



WETLAND CREATION AREA 1.43± AC

NTS



MCARTHUR WEST GC WETLAND CREATION AREA MONITORING

EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

JAN 2021

FIGURE 4

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services

McARTHUR WEST GC

LAKE AREA MANAGEMENT PLAN

Martin County, Florida
January 2021

The following Lake Area Management Plan is provided for the wet retention lakes within the McArthur West Golf Course project site. It is to be used in conjunction with the master site plan and lake planting plans provided by the project's landscape architect. This plan addresses standards set forth in the Martin County Excavation and Fill Ordinance.

Erosion Control and Water Management Provisions –

The operator shall use Best Management Practices to minimize erosion. The use of native top-soils is encouraged, especially in areas reclaimed for aquatic or wildlife habitats. Where topsoil is not used, the operator shall use a soil or growing medium, including amendments, suitable for the type of vegetative communities planned. Should washes or rills develop after re-vegetation and before final release of the area, the operator shall repair the eroded areas and stabilize the slopes.

Best Management Practices also apply to water quality within the lakes so as to protect the health of the plant material. Turbid water will be kept to a minimum so that sunlight may reach the littoral shelf floor promoting aquatic grass recruitment. The water levels within the lakes have been designed to a specific elevation. Such elevations will be staked along the littoral shelf in order to provide the plant installation contractor a reference from which to install the appropriate plant material. Should water levels within the completed lakes drop to elevations potentially harmful to the planted littoral plants, temporary irrigation will be established by using a small pump and spray-rig situated within the lake. Water from the lake will be sprayed onto the planted littoral and upland transition zones as needed in order to keep such plants healthy.

Installation of Native Plant Material –

The installation of the native plant material within the lakes' littoral and upland transition zones will be in accordance with approved planting plans. Planting of such material will be conducted at the appropriate time after the lake banks are sloped in accordance with the approved Construction Drawings. Plants are to be installed in accordance with the spacing and quantities detailed on the approved landscape plans and littoral/UTZ/dry retention planting plans (to be submitted at a later date). All plant material will be of appropriate type for the soils found on site. An Environmental Professional familiar with aquatic plant installation shall oversee this activity.

Maintenance of Littoral and Upland Transition Zone Areas -

The littoral and upland transition zone and dry retention planting areas as shown on the approved landscape plans and planting plans will be kept free of nuisance and exotic vegetation in perpetuity. All Category I and II nuisance and exotic vegetation as listed by the Florida Exotic Pest Plant Council will be treated within such areas. All treatment events will be through the application of the appropriate herbicide approved for use within aquatic environments. The criterion for acceptance of eradication for Category I and II exotic vegetation will be 100 percent treatment/kill and 95 percent treatment/kill for nuisance species. If initial efforts do not achieve this criterion, follow up treatments will be conducted.

Transport of vegetative debris from the lake and retention areas to the staging area will be conducted in a fashion that minimizes the distribution and dispersal of seeds from such debris. No exotic or nuisance woody vegetative material will be left in the littoral and upland transition zone areas or within any of the dry retention areas. All herbicide application activity will be conducted under the supervision of a Florida Department of Agriculture certified applicator, licensed for application of aquatic herbicides. All herbicide applied within aquatic systems on-site must be properly labeled for such use. All herbicide applied must include a visible tracer dye in the mix to facilitate observation of treated vegetation. Within the littoral zones, the areal extent of desirable native plants shall cover at least 80% of the surface area by the end of the second year of monitoring after installation.

MARTIN COUNTY, FLORIDA

PRESERVE AREA MANAGEMENT PLAN

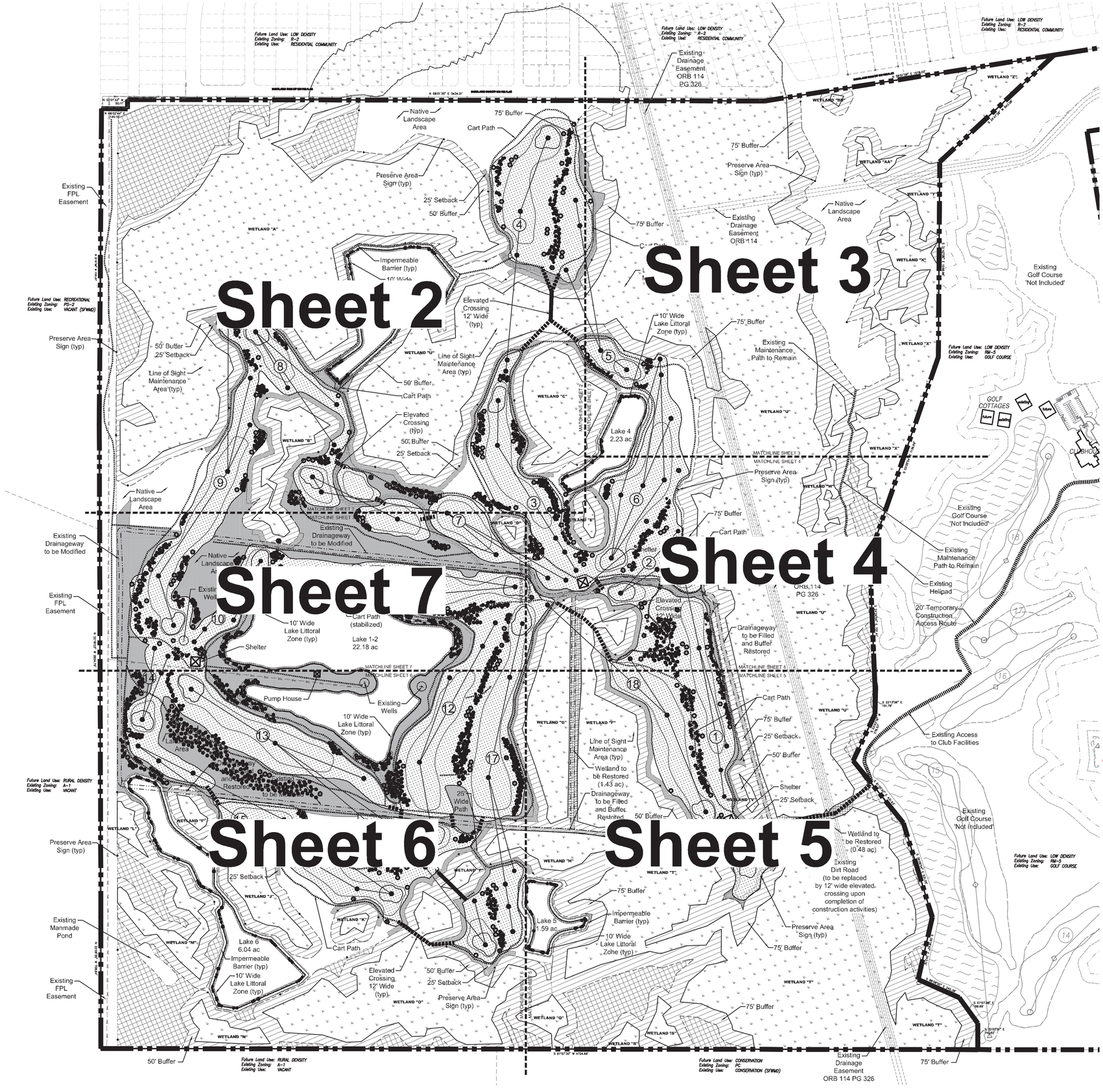
ANNUAL MONITORING REPORT FOR (*Year*)

- **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) : _____



Parcel Data

Existing Zoning:	**RE-2A and A-1**
Future Land Use Designation:	**Rural Density and Low Density**
Existing Use:	**Vacant (Former Agriculture)**
Proposed Use:	**18-Hole Golf Course**
Parcel I.D. Numbers:	**34-38-42-000-160-00000-3**
	34-38-42-000-160-00010-0
	34-38-42-043-407-00080-0

Site Area Data

Total Site Area:	**518.07 ac**	**(100%)**
Wetland Preserve:	**193.72 ac**	**(37%)**
Wetland Buffer Preserve:	**77.76 ac**	**(15%)**
Upland Preserve:	**22.15 ac**	**(4%)**
Native Landscape Area:	**86.95 ac**	**(18%)**
Development Area:	**137.49 ac**	**(26%)**
Golf Course Irrigated Area:	**99.92 ac**	**(19%)**
Lake Area:	**37.57 ac**	**(7%)**
Golf Shelters and Pump House:	**6,000 sf**	
Proposed Building Height:	**15 feet**	

Landscape Data:

Developed Area Requirements

Required Tree Credits: 2,397 credits
(5,989,064.4 sf (137.49 ac) / 2,500 = 2,397)

Provided Tree Credits: 2,397 credits
(2,249 Trees + 148 Palm Credits)

Required Xeriscape Points

51% or more of the grass areas are made up of drought-tolerant grass species	10 points
51% or more of the required shrubs are made up of drought-tolerant species	10 points
51% or more of the required trees are made up of drought-tolerant species	10 points
Utilization of moisture sensing controller other than a rain-sensor override device	5 points
Utilization of mulch other than cypress mulch	5 points
Utilization of compacted mulch with a 3" min. depth in all planted areas except ground cover.	10 points
	50 Total Points

Landscape Notes:

1. Encroachment into required bufferyards and landscaped areas by vehicles, boats, mobile homes or trailers shall not be permitted, and required landscaped areas shall not be used for the storage or sale of materials or products or the parking of vehicles and equipment.
2. Required landscaping shall be maintained so as to at all times present a healthy, neat and orderly appearance, free of refuse and debris. If vegetation which is required to be planted dies, it shall be replaced with equivalent vegetation. All trees for which credit was awarded and which subsequently die shall be replaced by the requisite number of living trees according to the standards established in the Martin County Landscape Code.
3. All landscaping shall be maintained free from disease, pests, weeds and litter. Maintenance shall include weeding, watering, fertilizing, pruning, mowing, edging, mulching or other maintenance as needed and in accordance with acceptable horticultural practices. Perpetual maintenance shall be provided to prohibit the reestablishment of harmful exotic species within landscaping and preservation areas.
4. Regular landscape maintenance shall be provided for repair or replacement, where necessary, of any screening or buffering required as shown on this plan. Regular landscape maintenance shall be provided for the repair or replacement of required walls, fences or structures to a structurally sound condition as shown on this plan
5. Alternative plant species for required landscape may be permitted subject to review and approval by the Martin County Growth Management Department prior to installation.
6. All prohibited exotic species must be removed and all required landscape improvements must be inspected and approved by Martin County prior to the issuance of a Certificate of Occupancy.
7. No Cypress Mulch or Red Mulch is to be used on site. Eucalyptus or Melaleuca Mulch is to be used in a 3" consistent layer in all planting beds.
8. Enhanced landscaping beyond minimum requirements will conform to all applicable sections of the Martin County Landscape Code. As-built drawings will be submitted to Martin County Growth Management with Certification of Landscaping Installation and Maintenance.
9. This plan has been designed to meet the tree planting requirements contained within the FPL document entitled 'Plant the right tree in the Right Place'.
10. For existing or proposed utilities, no tree shall be planted where it could, at mature height conflict with overhead power lines.
11. Large trees (height at maturity of more than 30') shall be planted no closer than a horizontal distance of 30' from the nearest overhead power line.
12. Medium height trees (height at maturity between 20' and 30') shall be offset at least 20' and small trees (height at maturity of less than 20') require no offset.
13. No tree shrubs, hedges or vines shall be planted within 5' of an existing or proposed utility pole, guy wire, or pad-mounted transformer.
14. Palms should be planted at a distance equal to or greater than the average frond length plus two (2) feet from power lines.
15. Tree species shall be selected as to minimize conflicts with existing or proposed utilities.
16. Trees may vary from plan locations and may be field located during construction within limits of site.
17. Native Landscape Areas shown are areas to be cleared of non-native, invasive vegetation and revegetated with native grasses. Existing grade is to remain undisturbed. Clearing and re-planting of native vegetation will only be conducted in areas to be cleared to remove exotics or in areas otherwise disturbed. Existing native vegetation will be protected to the maximum extent possible.
18. All swales and dry retention areas will be planted with native grasses. The 25' setback area may be retained in existing native vegetation or cleared and planted with native grasses or cleared and retained in native soil and/or partially uses as stabilized cart paths.
19. All native grasses planted onsite will not be mowed but allowed to attain natural size and form.

Irrigation Notes:

Adequate irrigation of landscaped areas shall be provided for the first full growing season and continue thereafter only as necessary to maintain required vegetation in good and healthy condition.

Irrigation systems shall conform to the following standards: Irrigation systems shall be continuously maintained in working order and shall be designed not to overlap water zones or to water impervious areas.

No irrigation system shall be installed or maintained abutting any public street which causes water from the system to overspray onto the roadway or to strike passing vehicular traffic.

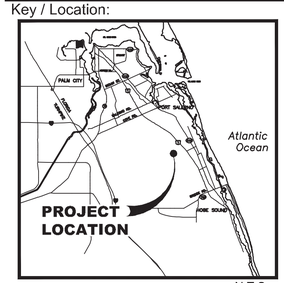
Irrigation Water Source:
Permitted on site well.

Index of Drawings:

Golf Course Landscape Data	Sheet 1
Golf Course Landscape Plan	Sheets 2 - 7
Plant Schedule	Sheet 8
Littoral Data & Details	Sheet 8
Landscape Details	Sheet 9
Landscape Specifications	Sheet 10

lucido & associates
701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



N.T.S.

Project Team:

Applicant / Property Owner:
McArthur Golf Club LLC
6550 SE Osprey St
Hobe Sound, Florida 33455

Land Planner / Landscape Architect:
Lucido & Associates
701 E. Ocean Blvd
Stuart, Florida 34994

Engineer:
Bowman Consulting
301 SE Ocean Blvd
Stuart, Florida 34994

Environmental:
EW Consultants
1000 SE Monterey Commons Blvd #208
Stuart, Florida 34996

Surveyor:
Northstar Geomatics
900 East Blvd, Suite 140
Stuart, FL 34994

McArthur West Golf Club

Hobe Sound

Martin County, Florida

Landscape Plan

September 8, 2020

Date	By	Description
09.08.20	B.W.	Initial Submittal
01.13.21	B.W.	Resubmittal
02.08.21	B.W.	Resubmittal
3 02.16.21	B.W.	Resubmittal

NORTH

SCALE: 1" = 250'

0 125' 250' 500'

REG. # 1018
Thomas P. Lucido

Designer	MRY	Sheet
Manager	MC	**1 of 10**
Project Number	20-165	
Municipal Number	---	
Computer File	McArthur West - Landscape Plan.dwg	

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EVERGLADES DRIVE (70' R/W PER PLAT)

N 68°01'35" E 3434.01'

EVERGLADES DRIVE (70' R/W PER PLAT)

N 22°01'33" W 50.11'

N 68°02'44" E 140.10'

Native Landscape Area

75' Buffer

Cart Path

NATIVE LANDSCAPE AREA (145,070 sf)
(3,351) Andropogon virginicus 'Glaucus'
(3,351) Muhlenbergia capillaris
(3,351) Spartina baken
(3,351) Tripsacum dactyloides
(3,351) Tripsacum flondana

Preserve Area Sign (typ)

Existing FPL Easement

25' Setback

50' Buffer

WETLAND "A"

Impermeable Barrier (typ)

10' Wide Lake Littoral Zo (ty

LITTORAL PLANTING (23,460 sf)
(903) Eleocharis interstincta
(1,204) Iris virginica
(1,204) Nymphaea odorata
(903) Sagittaria lancifolia
(1,806) Spartina baken

Lake 3
5.53 ac

Elevated Crossing 12' Wide (typ)

NATIVE LANDSCAPE AREA (12,721 sf)
(294) Andropogon virginicus 'Glaucus'
(294) Muhlenbergia capillaris
(294) Spartina baken
(294) Tripsacum dactyloides
(294) Tripsacum flondana

WETLAND "U"

Line of Sight Maintenance Area (typ)

50' Buffer

Cart Path

Elevated Crossing (typ)

50' Buffer

25' Setback

WETLAND "B"

WETLAND "C"

MATCHLINE SHEET 2

MATCHLINE SHEET 3

MATCHLINE SHEET 2

MATCHLINE SHEET 7

Native Landscape Area

NATIVE LANDSCAPE AREA (145,070 sf)
(3,351) Andropogon virginicus 'Glaucus'
(3,351) Muhlenbergia capillaris
(3,351) Spartina baken
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(3,351) Andropogon virginicus 'Glaucus'
(3,351) Muhlenbergia capillaris
(3,351) Spartina baken
(3,351) Tripsacum dactyloides
(3,351) Tripsacum flondana

NATIVE LANDSCAPE AREA (345,176 sf)

N 21°41'56" W 1701.21'

Land Use: RECREATIONAL
Zoning: PS-2
Use: VACANT (SFWMD)

Line of Sight Maintenance Area (typ)

50' Buffer
25' Setback

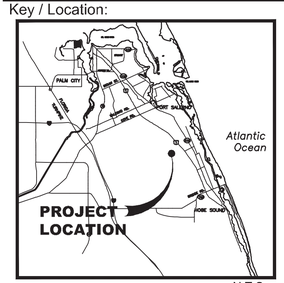
Preserve Area Sign (typ)

551

lucido & associates

701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100, Fax (772) 223-0220

Key / Location:



N.T.S.

Project Team:

Applicant / Property Owner:
McArthur Golf Club LLC
6550 SE Osprey St
Hobe Sound, Florida 33455

Land Planner / Landscape Architect:
Lucido & Associates
701 E. Ocean Blvd
Stuart, Florida 34994

Engineer:
Bowman Consulting
301 SE Ocean Blvd
Stuart, Florida 34994

Environmental:
EW Consultants
1000 SE Monterey Commons Blvd #208
Stuart, Florida 34996

Surveyor:
Northstar Geomatics
900 East Blvd, Suite 140
Stuart, FL 34994

McArthur West Golf Club

Hobe Sound

Martin County, Florida

Landscape Plan

September 8, 2020

Date	By	Description
09.08.20	B.W.	Initial Submittal
01.13.21	B.W.	Resubmittal
02.08.21	B.W.	Resubmittal
02.16.21	B.W.	Resubmittal

NORTH

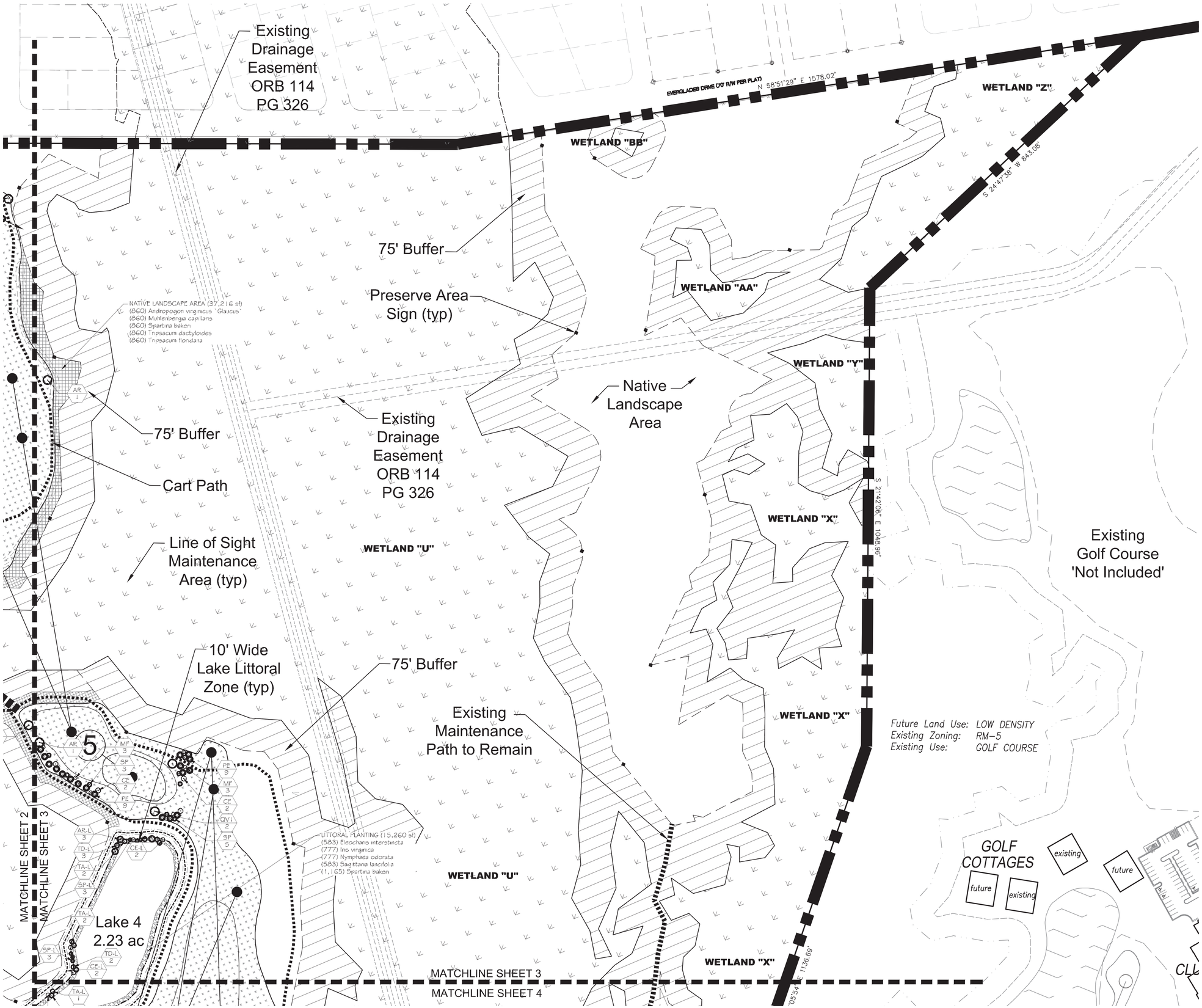
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REG. # 1018
Thomas P. Lucido

		Sheet
Designer	MRY	**2 of 10**
Manager	MC	
Project Number	20-165	
Municipal Number	---	
Computer File	McArthur West - Landscape Plan.dwg	

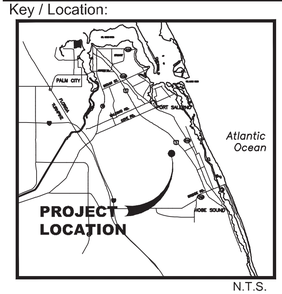
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lucido & associates
701 SE Ocean Blvd., Stuart, Florida 34994
(772) 220-2100 Fax (772) 223-0220

Key / Location:



N.T.S.

Project Team:

Applicant / Property Owner:
McArthur Golf Club LLC
6550 SE Osprey St
Hobe Sound, Florida 33455

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McArthur West Golf Club

Hobe Sound

Martin County, Florida

Final Site Plan

September 8, 2020

Date	By	Description
09.08.20	B.W.	Initial Submittal
01.13.21	B.W.	Resubmittal
02.08.21	B.W.	Resubmittal
02.16.21	B.W.	Resubmittal

NORTH

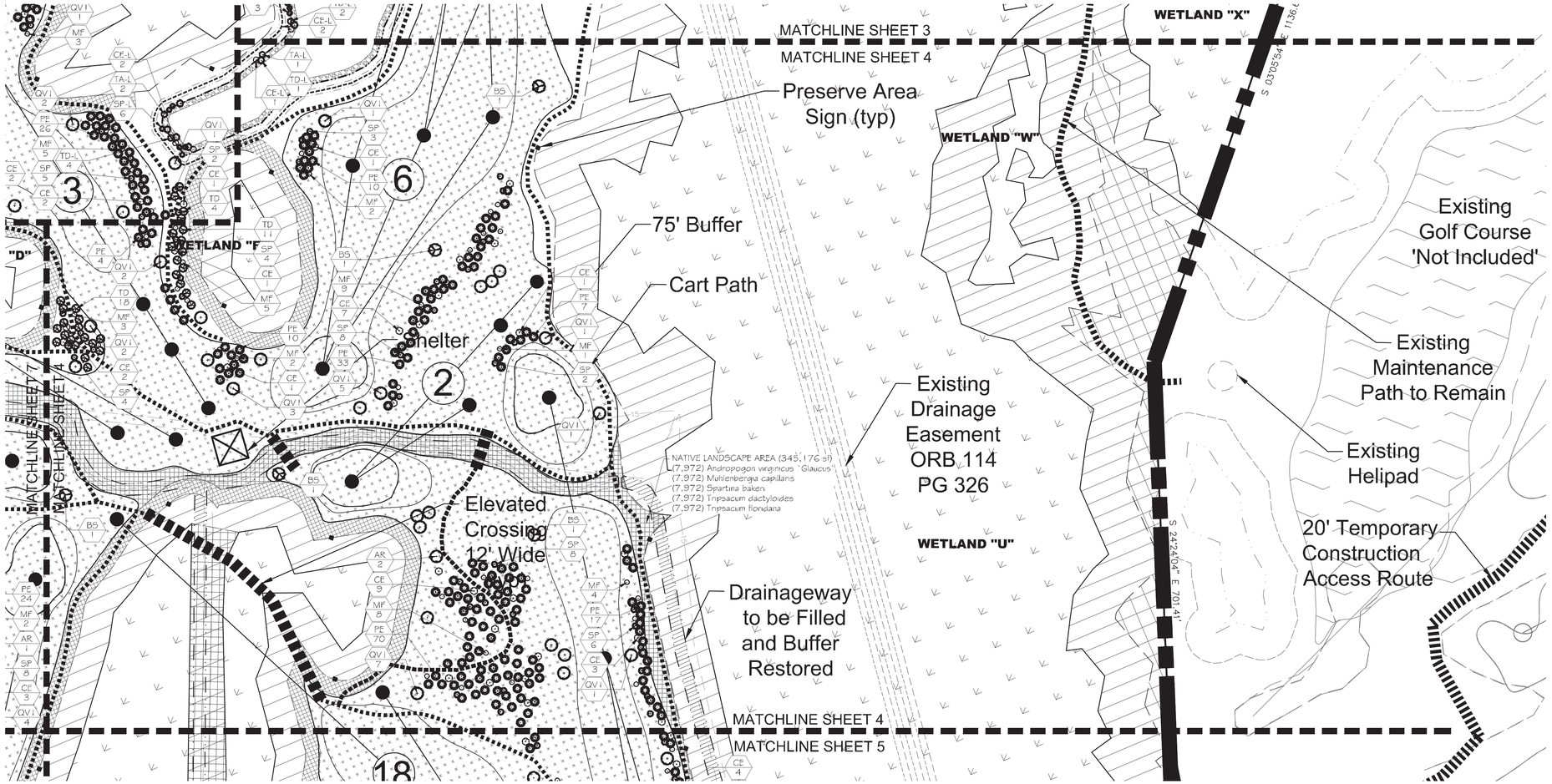
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Thomas P. Lucido

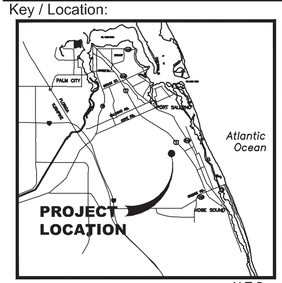
Designer	MRY	Sheet
Manager	MC	3 of 10
Project Number	20-165	
Municipal Number	---	
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McArthur West Golf Club

Hobe Sound

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Sheet **4 of 10**

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MATCHLINE SHEET 4

MATCHLINE SHEET 5

MATCHLINE SHEET 6

MATCHLINE SHEET 5

WETLAND "G"

WETLAND "F"

WETLAND "V"

WETLAND "U"

WETLAND "H"

WETLAND "Q"

WETLAND "R"

WETLAND "S"

WETLAND "T"

WETLAND "T"

Cart Path

75' Buffer

25' Setback

50' Buffer

Shelter

25' Setback

Line of Sight Maintenance Area (typ)

Wetland to be Restored (1.43 ac)

Drainageway to be Filled and Buffer Restored

50' Buffer

Existing Access to Club Facilities

Existing Golf Course 'Not Included'

Wetland to be Restored (0.48 ac)

Existing Dirt Road (to be replaced by 12' wide elevated crossing upon completion of construction activities)

Preserve Area Sign (typ)

75' Buffer

75' Buffer

75' Buffer

Existing Drainage Easement ORB 114 PG 326

75' Buffer

Impermeable Barrier (typ)

10' Wide Lake Littoral Zone (typ)

Lake 5
1.59 ac

NATIVE LANDSCAPE AREA (7,700 sf)
(178) Andropogon virginicus `Glaucus`
(178) Muhlenbergia capillaris
(178) Spartina baken
(178) Tripsacum dactyloides
(178) Tripsacum floridana

LITTORAL PLANTING (13,550 sf)
(517) Eleocharis interstincta
(689) Iris virginica
(689) Nymphaea odorata
(517) Sagittaria lancifolia
(11,034) Spartina baken

S 22°13'06" E 151.79'

S 03°03'18" W 276.97'

S 61°00'42" E 431.63'

S 39°09'04" E 531.05'

S 69°18'40" E 343.16'

S 88°08'00" E 242.38'

S 57°57'38" E 169.69'

S 22°02'51" E 142.62'

S 67°57'30" W 4724.69'

Future Land Use: CONSERVATION
Existing Zoning: PC
Existing Use: CONSERVATION (SFWMD)

FEE

Atlantic Ocean

PROJECT LOCATION

N.T.S.

NORTH

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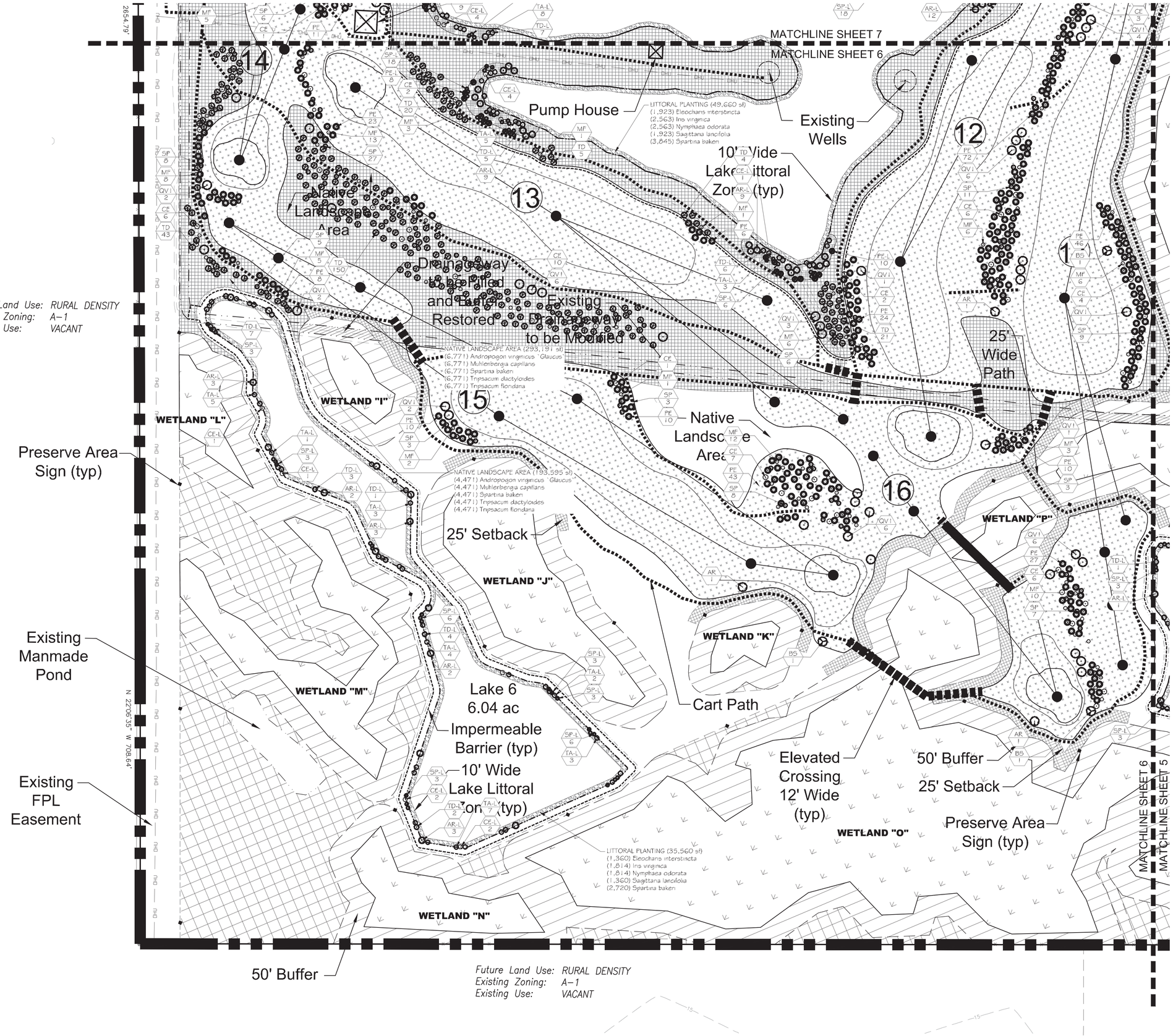
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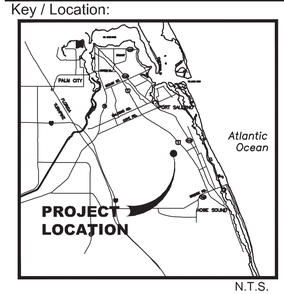
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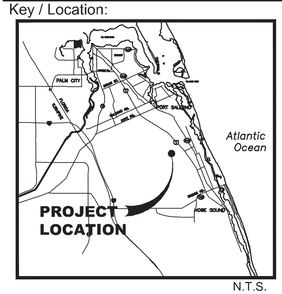
REG. # 1018
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Manager	MC	6 of 10
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LITTORAL AND UPLAND TRANSITION ZONE AREA CALCULATIONS

Lake 1-2 IQ Perimeter (Shoreline): — **4,966 linear feet (lf)**

Required littoral zone area (10 sf x 4,966 lf):	49,660 sf (1.14 ac.)
Required transition zone area (10 sf x 4,966 lf):	49,660 sf (1.14 ac.)
Required Littoral/Transition Trees (99,320 / 500):	199 Trees
Provided littoral zone area:	**49,660 sf (1.14 ac.)**
Provided transition zone area:	**49,660 sf (1.14 ac.)**
Provided Littoral/Transition Trees:	**199 Trees**

Lake 3 Perimeter (Shoreline): — **2,346 linear feet (lf)**

Required littoral zone area (10 sf x 2,346 lf):	23,460 sf (0.54 ac.)
Required transition zone area (10 sf x 2,346 lf):	23,460 sf (0.54 ac.)
Required Littoral/Transition Trees (46,920 / 500):	94 Trees
Provided littoral zone area:	**23,460 sf (0.54 ac.)**
Provided transition zone area:	**0 sf (0.00 ac.)***
Provided wetland buffer as transition zone (25 sf x 2,546 lf):	**63,650 sf (1.46 ac.)**
Provided Littoral/Transition Trees:	**47 Trees***

Lake 4 Perimeter (Shoreline): — **1,526 linear feet (lf)**

Required littoral zone area (10 sf x 1526 lf):	15,260 sf (0.35 ac.)
Required transition zone area (10 sf x 1526 lf):	15,260 sf (0.35 ac.)
Required Littoral/Transition Trees (30,520 / 500):	61 Trees
Provided littoral zone area:	**15,260 sf (0.45 ac.)**
Provided transition zone area:	**0 sf (0.00 ac.)***
Provided wetland buffer as transition zone (25 sf x 827 lf):	**20,675 sf (0.47 ac.)**
Provided Littoral/Transition Trees:	**31 Trees***

Lake 5 Perimeter (Shoreline): — **1,355 linear feet (lf)**

Required littoral zone area (10 sf x 1355 lf):	13,550 sf (0.31 ac.)
Required transition zone area (10 sf x 1355 lf):	13,550 sf (0.31 ac.)
Required Littoral/Transition Trees (27,100 / 500):	54 Trees
Provided littoral zone area:	**13,550 sf (0.31 ac.)**
Provided transition zone area:	**0 sf (0.00 ac.)***
Provided wetland buffer as transition zone (25 sf x 1,299 lf):	**32,475 sf (0.75 ac.)**
Provided Littoral/Transition Trees:	**27 Trees***

Lake 6 Perimeter (Shoreline): — **3,556 linear feet (lf)**

Required littoral zone area (10 sf x 3556 lf):	35,560 sf (0.82 ac.)
Required transition zone area (10 sf x 3556 lf):	35,560 sf (0.82 ac.)
Required Littoral/Transition Trees (71,120 / 500):	142 Trees
Provided littoral zone area:	**35,560 sf (0.82 ac.)**
Provided transition zone area:	**0 sf (0.00 ac.)***
Provided wetland buffer as transition zone (25 sf x 3,333 lf):	**83,325 sf (1.91 ac)**
Provided Littoral/Transition Trees:	**71 Trees***

**Upland Transition Requirements Provided by Adjacent Wetland Buffer*

PLANT SCHEDULE

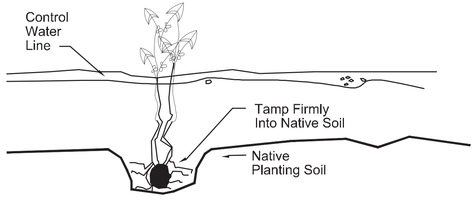
TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	AR	21	Acer rubrum `Florida Flame`	Florida Red Maple	FG	10` HT	5` SPR	F, SP	Native	2" DBH
	BS	11	Bursera simaruba	Gumbo Limbo	FG	10` HT	5` W	F, SP	Native	2" DBH
	CE	157	Conocarpus erectus	Green Buttonwood	FG	10` HT	6` SPR	STD, F, SP	Native	2" DBH
	MF	227	Myrcianthes fragrans	Simpson`s Stopper	CG	10` HT	5` SPR	STD, F, SP	Native	2" DBH
	PE	965	Pinus elliotti `Densa`	South Florida Slash Pine	FG	10` HT	5` W	F, SP	Native	2" DBH
	QV1	143	Quercus virginiana	Southern Live Oak	CG	10` HT	6` SPR	F, SP	Native	2" DBH
	TD	382	Taxodium distichum	Bald Cypress	FG	10` HT	5` SPR	F, SP	Native	2" DBH

LITTORAL TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	AR-L	68	Acer rubrum `Florida Flame`	Florida Red Maple	FG	10` HT	5` SPR	STD, F, SP	Native	2" DBH
	CE-L	45	Conocarpus erectus	Green Buttonwood	FG	10` HT	5` SPR	STD, F, SP	Native	2" DBH
	PE-L	58	Pinus elliotti `Densa`	South Florida Slash Pine	FG	10` HT	5` SPR	F, SP	Native	2" DBH
	SP-L	144	Sabal palmetto	Sabal Palm	FG	10`-12` CT		SLK, SP	Native	HVY CAL
	TA-L	79	Taxodium ascendens	Pond Cypress	FG	10` HT	5` SPR	F, SP	Native	2" DBH
	TD-L	77	Taxodium distichum	Bald Cypress	FG	10` HT	5` SPR	F, SP	Native	2" DBH

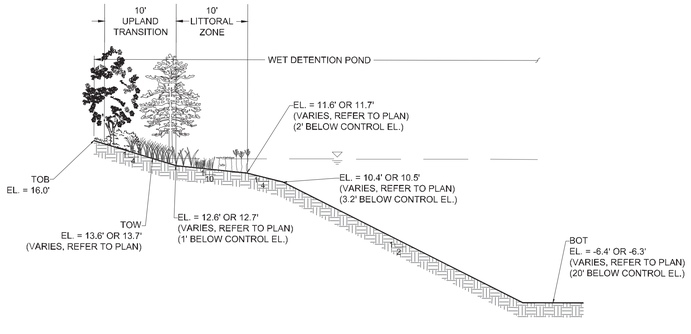
PALM TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
	SP	300	Sabal palmetto	Sabal Palm	FG	10`-18` CT	8`-18	SLK, SP	Native	HVY CAL

SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
		137,490 sf	LITTORAL PLANTING							
	EI	5,284	Eleocharis interstincta	Jointed Spikerush	B.R.	18" HT		6"-18" Depth	Native	15% @ 24" o.c.
	IV	7,046	Iris virginica	Blue Flag Iris	B.R.	24"HT		3" Depth	Native	20% @ 24" o.c.
	NO	7,046	Nymphaea odorata	Fragrant Water Lily	B.R.	24"HT		24"-36" Depth	Native	20% @ 24" o.c.
	SD	5,284	Sagittaria lancifolia	Arrowhead	B.R.	24"HT		6"-24" Depth	Native	15% @ 24" o.c.
	SB	10,568	Spartina bakeri	Sand Cord Grass	Liner	18"HT		6" Depth	Native	30% @ 24" o.c.
		49,660 sf	UPLAND BUFFER PLANTING							
	CB	507	Callicarpa americana	American Beautyberry	1G	12"HT	12" W	F	Native	15% @ 48" o.c.
	MC3	1,202	Muhlenbergia capillaris	Pink Muhly	Liner	12"HT	6"W	F	Native	20% @ 36" o.c.
	MC2	109	Myrica cerifera	Wax Myrtle	1G	12"HT	12" W	F	Native	5% @ 60" o.c.
	MG2	507	Myrsine guianensis	Myrsine	1G	12"HT	12" W	F	Native	15% @ 48" o.c.
	SB2	845	Spartina bakeri	Sand Cord Grass	Liner	12"HT	6"W	F	Native	25% @ 48" o.c.
	TF2	676	Tripsacum dactyloides	Fakahatchee Grass	Liner	12"HT	6"W	F	Native	20% @ 48" o.c.
		1,346,896 sf	NATIVE LANDSCAPE AREA							
	AVG	31,106*	Andropogon virginicus `Glaucus`	Chalky Bluestem	Liner	12"HT	6"W	F	Native	20% @ 36" o.c.
	MC3	31,106*	Muhlenbergia capillaris	Pink Muhly	Liner	12"HT	6"W	F	Native	20% @ 36" o.c.
	SB2	31,106*	Spartina bakeri	Sand Cord Grass	Liner	12"HT	6"W	F	Native	20% @ 36" o.c.
	TF2	31,106*	Tripsacum dactyloides	Fakahatchee Grass	Liner	12"HT	6"W	F	Native	20% @ 36" o.c.
	TRF	31,106*	Tripsacum floridana	Florida Gamma Grass	Liner	12"HT	6"W	F	Native	20% @ 36" o.c.
	SOD	4,352,515.2 sf	Turf species to be determined by golf course architect.		SOD	Free of weeds, pests, debris.			Non-native	

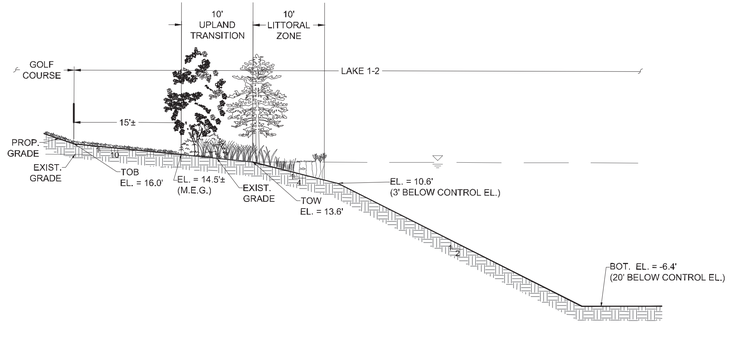
**NOTE: Quantities of native grasses proposed for native landscape areas are approximate and subject to change based on actual quantity needed after removal of exotic species during construction.*



TYPICAL LITTORAL DETAIL
Scale: n.t.s.



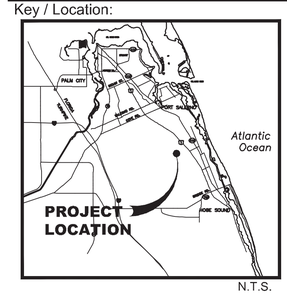
LAKE TYPICAL LITTORAL & UPLAND BUFFER ZONES SECTION
Scale: 1"=10'



LAKE 1-2 TYPICAL LITTORAL & UPLAND BUFFER ZONES SECTION
Scale: 1"=10'

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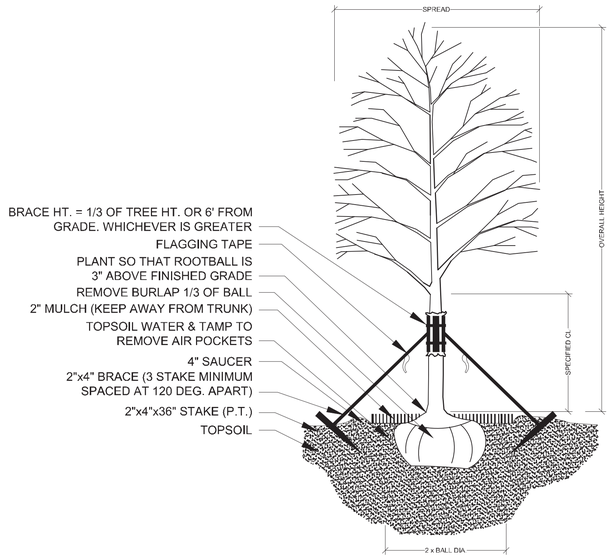
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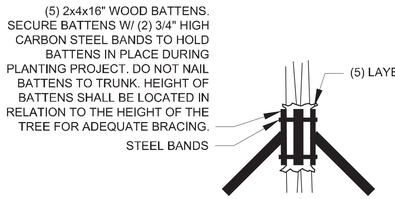
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Municipal Number	---	
Computer File	McArthur West - Landscape Plan.dwg	

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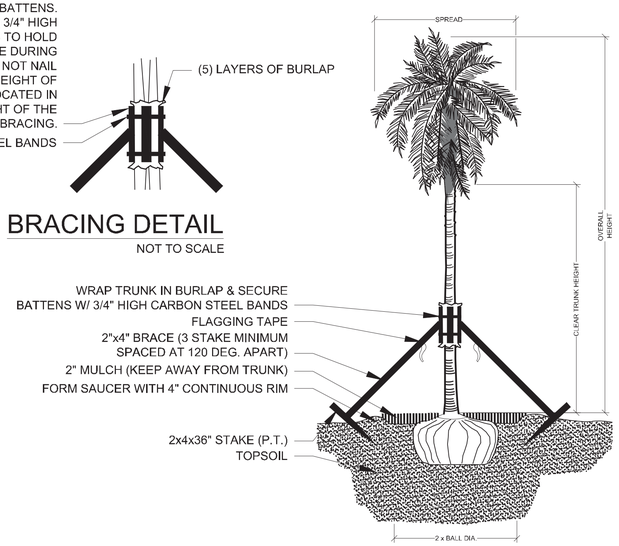
TREE PLANTING & STAKING

NOT TO SCALE



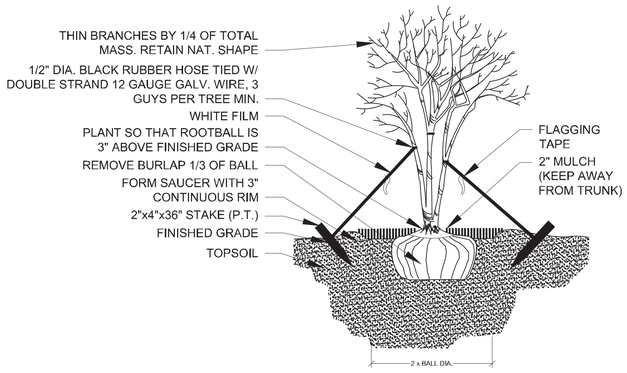
BRACING DETAIL

NOT TO SCALE



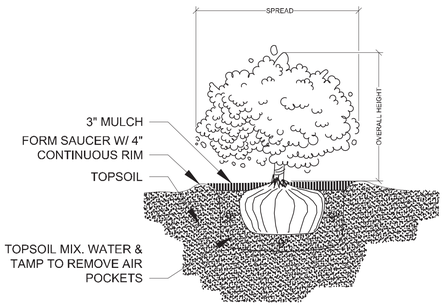
PALM PLANTING - ANGLE STAKE

NOT TO SCALE



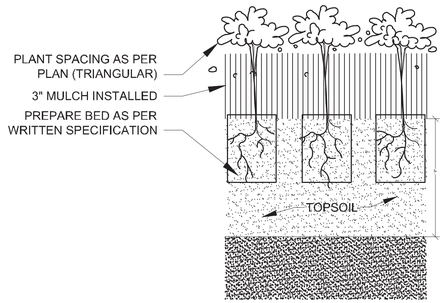
MULTI-TRUNK PLANTING & GUYING

NOT TO SCALE



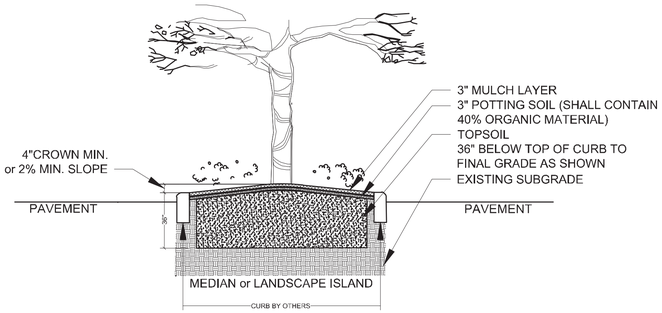
SHRUB PLANTING

NOT TO SCALE



GROUNDCOVER PLANTING DETAIL

NOT TO SCALE

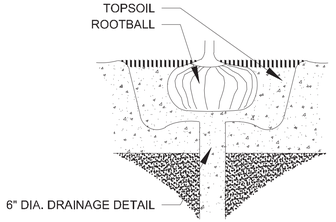


THIS DETAIL SHOWN DEPICTS A MEDIAN AND/OR LANDSCAPE ISLAND AND IS FOR GRAPHIC PURPOSES ONLY; SOIL PREPARATION SHALL APPLY TO ALL TREE, SHRUB, & GROUND COVER AREAS. THIS DOES NOT INCLUDE SOD AREAS

LANDSCAPE AREA PREPARATION DETAIL

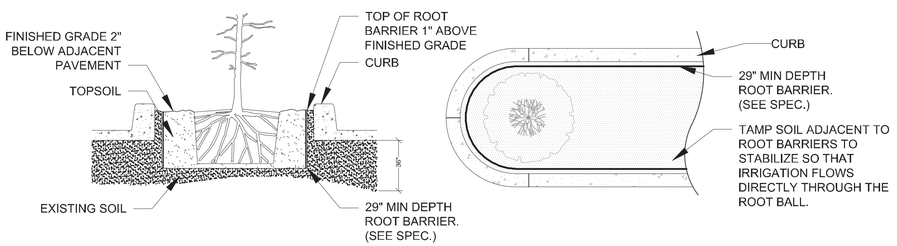
NOT TO SCALE

- *TOPSOIL SHALL BE NATURAL, FRIABLE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY OF THE PROJECT SITE THAT PRODUCES HEAVY GROWTH.
- TOPSOIL SHALL HAVE A PH RANGE OF 5.5-7.4, FREE FROM SUBSOIL, WEEDS, LITTER, SODS, CLAY, STONES, STUMPS, ROOTS, TRASH, HERBICIDES, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH, OR HINDER PLANTING OPERATIONS.
- TOPSOIL SHALL CONTAIN A MINIMUM OF 3% ORGANIC MATERIAL.
- TOPSOIL MUST PERCOLATE WATER AT A RATE OF 1" PER HOUR (SEE ALSO DRAINAGE TESTING DETAIL FOR TREES)
- LANDSCAPE AREA SOILS SHALL BE APPROVED BY LANDSCAPE ARCHITECT/OWNER PRIOR TO PLANTING



DRAINAGE TESTING DETAIL

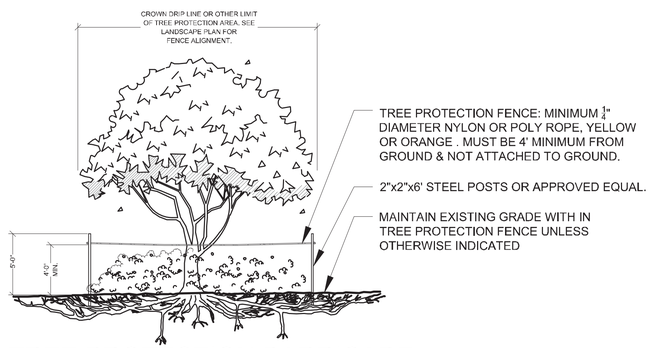
NOT TO SCALE



SPECIAL APPLICATIONS ROOT BARRIER DETAIL

NOT TO SCALE

NOTES:
1- ROOT BARRIER SHALL BE "BIO-BARRIER 29" DEPTH OR APPROVED EQUAL.
2- ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.



TREE PROTECTION BARRICADE

NOT TO SCALE

NOTES:
1- SEE LANDSCAPE PLAN FOR FENCE ALIGNMENT.
3- NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.
4- NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS.

PRIOR TO PLANTING, ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER.

A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED. IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

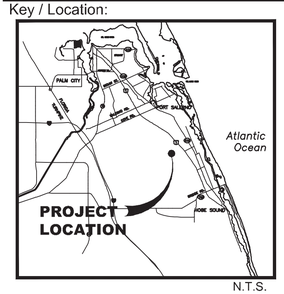
C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

E. WHEN BACKFILLING PLANTING PITS WITH NATIVE TOPSOIL, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.

lucido & associates
701 SE Ocean Blvd., Stuart, Florida 34994
(772) 220-2100, Fax (772) 223-0220

Key / Location:



N.T.S.

Project Team:

Applicant / Property Owner:
McArthur Golf Club LLC
6550 SE Osprey St
Hobe Sound, Florida 33455

Land Planner / Landscape Architect:
Lucido & Associates
701 E. Ocean Blvd
Stuart, Florida 34994

Engineer:
Bowman Consulting
301 SE Ocean Blvd
Stuart, Florida 34994

Environmental:
EW Consultants
1000 SE Monterey Commons Blvd #208
Stuart, Florida 34996

Surveyor:
Northstar Geomatics
900 East Blvd, Suite 140
Stuart, FL 34994

McArthur West Golf Club

Hobe Sound

Martin County, Florida

Landscape Details

September 8, 2020

Date	By	Description
09.08.20	B.W.	Initial Submittal
01.13.21	B.W.	Resubmittal
02.08.21	B.W.	Resubmittal
02.16.21	B.W.	Resubmittal

NORTH

SCALE: 1" = 100'

0 50' 100' 200'

REG. # 1018
Thomas P. Lucido

Designer	MRY	Sheet
Manager	MC	9 of 10
Project Number	20-165	
Municipal Number	---	
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LANDSCAPE SPECIFICATIONS

PART 1: GENERAL CONDITIONS

1.01 SCOPE:
A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

1.02 AGENCY STANDARDS:
A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.03 SITE EXAMINATION:
A. The Landscape Contractor shall personally examine the site and fully acquaint him/herlself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and, additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 ERRORS AND OMISSIONS:
A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.

1.05 EXECUTION OF THE WORK:
A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading plans, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Foreman shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.

C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 PROTECTION OF PUBLIC AND PROPERTY:
A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipes or cables.

1.07 CHANGES AND EXTRAS:
A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.

1.08 GUARANTEE:
The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of 18 MONTHS from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.

1.09 CARE AND MAINTENANCE:
A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B. The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY:
A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.).

1.11 CONTRACTOR QUALIFICATION:
A. The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING:
A. The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be $300,000.00 per person and $300,000.00 per aggregate or as required by owner and agreed to in the contract. The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 PERMITS AND CERTIFICATES:
A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2: MATERIALS

2.01 PLANT MATERIALS:
A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.

B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.

C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.

E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION

A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS:
A. Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B. Plants with broken, damaged or insufficient rootballs will be rejected.

C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 STORAGE
A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

B. No plant material shall be stored longer than seventy-two (72) hours unless approved by Landscape Architect and/or owner.

C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 PROTECTION DURING PLANTING:
A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails

2.06 TOP SOIL:
A. Planting soil for all plantings shall consist of topsoil and be natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity of the project site that produces heavy growth. Topsoil shall have a PH range of 5.5-7.4, free from subsoil, weeds, litter, sods, clay, stones, stumps, roots, trash, herbicides, toxic substances, or any other material which may be harmful to plant growth, or hinder planting operations. Topsoil shall contain a minimum of 3% organic material. Topsoil must percolate water at a rate of 1" per hour (See also drainage testing detail for trees)

B. Landscape Area Preparation. The intent of this section is to ensure a healthy growing environment for all planting material in all landscaped areas. Landscape Contractor to examine existing soils prior to planting to ensure conformance to all definitions of "Topsoil" (seeLandscape Area Preparation Detail); In addition, a 3" layer of high organic (min 40%) potting soil shall be added to the topsoil and mixed in at time of planting. *East Coast Recycling Inc.* is a recommended source for imported Topsoil (if needed) as well as the top 3" layer of potting soil.

Existing soils must meet all definitions of 'Topsoil' as described above in all planting areas throughout the site. If existing soils do not meet all definitions of Topsoil, please refer to the 'Landscape Area Preparation' detail. Examination may require existing soils to be tested by an accredited testing laboratory. Should a soil test be necessary, Contractor shall contact soil testing lab directly to confirm such lab's soil collection and transmittal protocol; all costs if any shall be borne by the Contractor. Contractor shall provide to Landscape Architect for review the results of the soil test if conducted. Contractor shall schedule an on-site meeting with Landscape Architect to review existing and/or imported soils prior to planting. The Landscape Area Preparation is the responsibility of the Landscape Contractor. He/she shall except all responsibility of planting soils and shall honor all guarantee items in section 1.08.

2.07 FERTILIZER:
A. Commercial fertilizer shall comply with the state and local fertiiizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.

C. Tabletized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container 1 tablet
3 gallon container 2 tablets
5 gallon container 3 tablets
7 gallon container 5 tablets

Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material. The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH:
A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.

B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 2" max on tree & palm rootballs, keep 6" away from tree & palm trunks or as required by local jurisdiction.

PART 3 EXECUTION
3.01 DIGGING:
A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3.02 GRADING:
A. Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.

B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 PLANTING:
A. Planting shall take place during favorable weather conditions.

B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the landscape plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".

E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Details for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions and backfilled with Topsoil- see Landscape Area Preparation Detail;
1 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 18" min.
Lerio material (7 gal.): 30" x 30" x 24" min.
Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.

G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.

H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.

J. All flagging ribbon shall be removed from trees and shrubs before planting.

K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.

L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future watering's. Saucer areas shall be top-dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.

3.04 PRUNING:
A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.

B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C. Trees shall not be poled or topped.

D. Remove all trimming from site.

3.05 GUYING:

A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.

B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.

C. Stake & Brace all trees larger than 12' oa. See detail. Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.

D. Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.

3.06 WATER:
A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B. Prior to installing any irrigation system components, the contractor shall obtain a water sample from the proposed water supply and conduct a particle size and count analysis on the sample using the services of a reputable lab certified in such analysis. Submit the test results to the owner/owner's representative for review and approval. Do not proceed further with system installation until given written approval to do so.

3.07 SOD:
A. The Landscape Contractor shall sod all areas indicated on the drawings.

B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.

C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.

D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

E. 6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.

F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.

H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

3.08 SEEDING:
A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.

B. Application: Argentine Bahia Grass seed- 200 Pounds per acre mixed with common hulled Bermuda seed- 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.

D. Apply fertiiizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP:
A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE:
A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.

D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

3.11 COMPLETION, INSPECTION AND ACCEPTANCE:
A. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

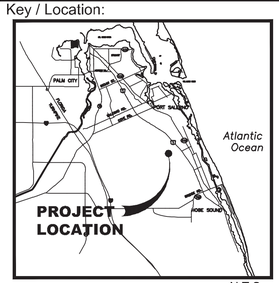
C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

E. All trees & shrubs shall be straight and in correct position per the landscape plans, details and specifications. All nursery, shipping and identification tags & ribbons shall be removed from trees & shrubs immediately after planting.

lucido & associates
701 SE Ocean Blvd., Stuart, Florida 34994 (772) 220-2100 Fax (772) 223-0220

Key / Location:



N.T.S.

Project Team:

Applicant / Property Owner:
McArthur Golf Club LLC
6550 SE Osprey St
Hobe Sound, Florida 33455

Land Planner / Landscape Architect:
Lucido & Associates
701 E. Ocean Blvd
Stuart, Florida 34994

Engineer:
Bowman Consulting
301 SE Ocean Blvd
Stuart, Florida 34994

Environmental:
EW Consultants
1000 SE Monterey Commons Blvd #208
Stuart, Florida 34996

Surveyor:
Northstar Geomatics
900 East Blvd, Suite 140
Stuart, FL 34994

McArthur West Golf Club

Hobe Sound

Martin County, Florida

Landscape Specifications

September 8, 2020

Date	By	Description
09.08.20	B.W.	Initial Submittal
01.13.21	B.W.	Resubmittal
02.08.21	B.W.	Resubmittal
02.16.21	B.W.	Resubmittal

NORTH

SCALE: 1" = 100'

0 50' 100' 200'

REG. # 1018
Thomas P. Lucido

Designer	MRY	Sheet
Manager	MC	10 of 10
Project Number	20-165	
Municipal Number	---	
Computer File	McArthur West - Landscape Plan.dwg	

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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 MAJOR DEVELOPMENT REVISED FINAL SITE PLAN FOR THE MCARTHUR GOLF CLUB

WHEREAS, this Board has made the following determinations of fact:

1. McArthur Golf Club, LLC, submitted an application for revised final site plan approval for the McArthur Golf Club project, located on lands legally described in Exhibit A, attached hereto.

2. The Local Planning Agency was not required to hear this matter.

3. This Board has considered such recommendations.

4. Upon proper notice of hearing this Board held a public hearing on the application on August 11, 2020.

5. 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 revised final site plan approval for the McArthur Golf Club 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 9TH DAY OF MARCH, 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

ATTACHMENTS:
Exhibit A, Legal Description

2401 SE Monterey Road
Stuart, Florida 34996

Board of County Commissioners

Agenda Item Summary

File ID: 21-0425 R&P-1 **Meeting Date:** 3/9/2021

PLACEMENT: Requests and Presentations

TITLE:

LOXA-LUCIE PRESENTATION BY THE GUARDIANS

EXECUTIVE SUMMARY:

The Loxa-Lucie Headwaters Initiative envisions a protected ecological corridor that will connect the sources of the Loxahatchee River and St. Lucie River and form a preserve for plant and wildlife, connecting a land mass of nearly 70,000 acres. This Initiative is a multi-year project beginning with acquisition of Phase 1 which is 138-acres and has been for sale for several years. By acquiring this land, one goal is to restore the hydrology of the area. The Initiative is sponsored by The Guardians of Martin County and the Treasured Lands Foundation who are working with The Conservation Fund.

DEPARTMENT: Commissioners

PREPARED BY: **Name:** Rosemarie Zummo
Title: Executive Aide

REQUESTED BY: Commissioner Stacey Hetherington

PRESET: **10:00 AM**

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

None

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

Hear the presentation.

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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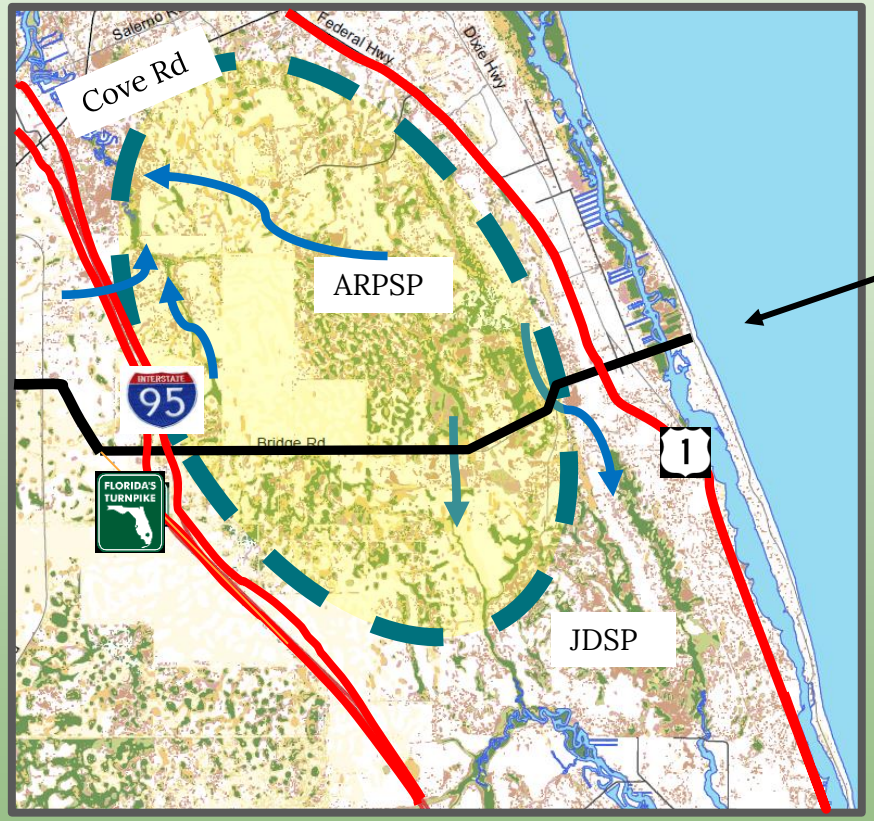
The Loxa-Lucie Headwaters Initiative



Photo by Geoffrey Smith

The Loxa-Lucie Headwaters Initiative envisions a protected ecological corridor that will connect the sources of the Loxahatchee & St Lucie Rivers and form a preserve for native plants and wildlife connecting a land mass of nearly 70,000 acres.

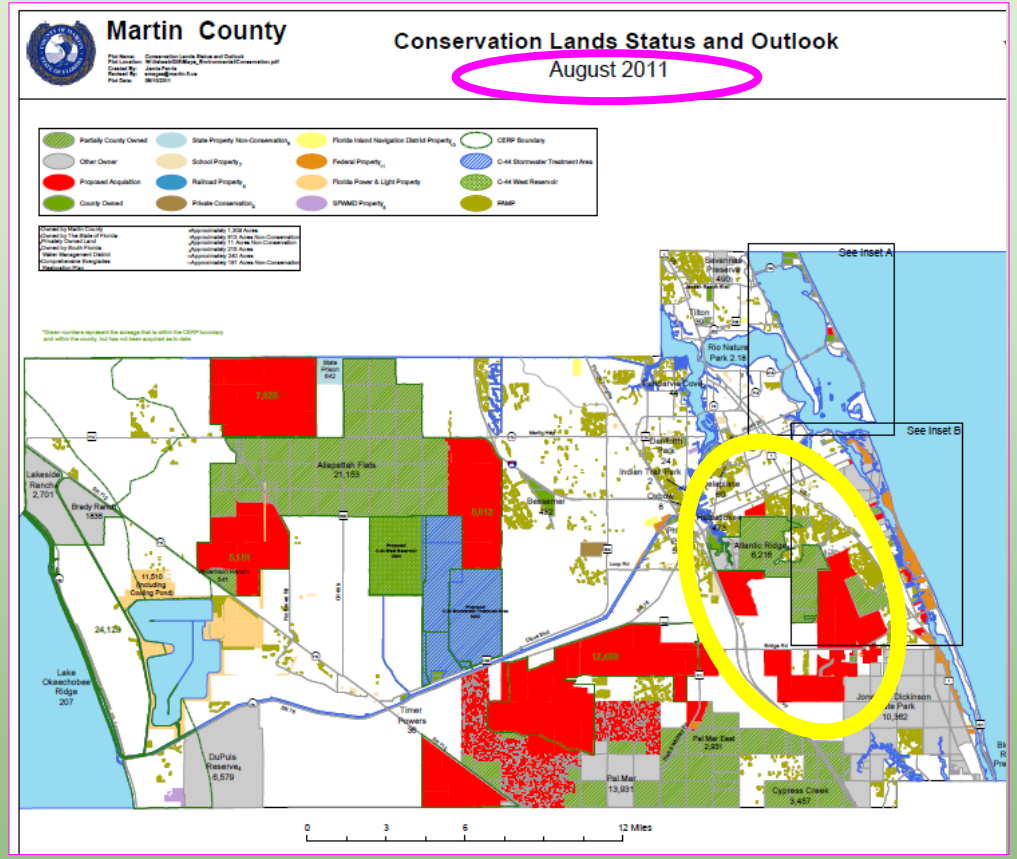
Loxa-Lucie Headwaters – Regional Context



Bridge Road is the only major feature that affects water flows between the two state parks.

The project is generally bounded on the west by the Florida Turnpike & I-95, and on the east by developed areas west of U.S. 1, between Atlantic Ridge Preserve State Park (ARPSP) and Jonathan Dickinson State Park (JDSP).

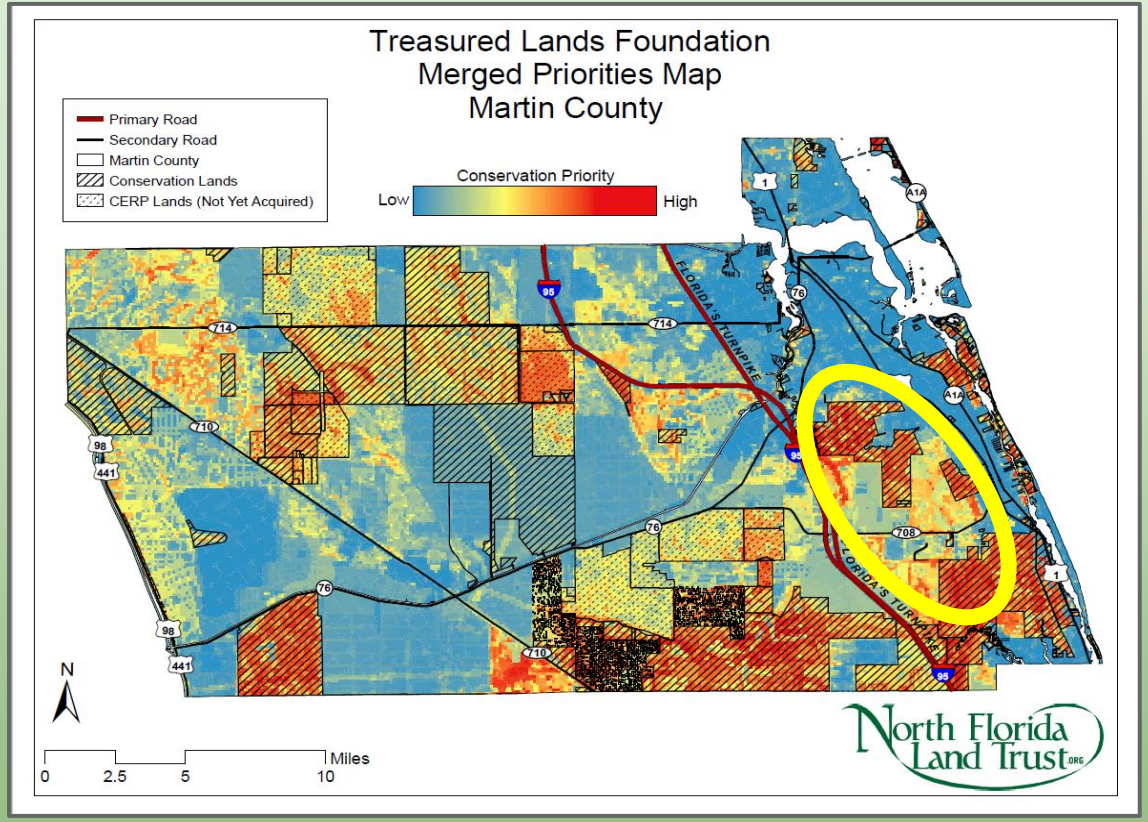
Loxa-Lucie – County-wide Context



Green & gray = Publicly-owned conservation lands
Red = Desirable to be acquired
Blue = C-44 Reservoir & Stormwater Treatment Area

These properties were identified for conservation more than 10 years ago as part of a county-wide interconnected network of conservation lands.

Loxa-Lucie – Ecological Context

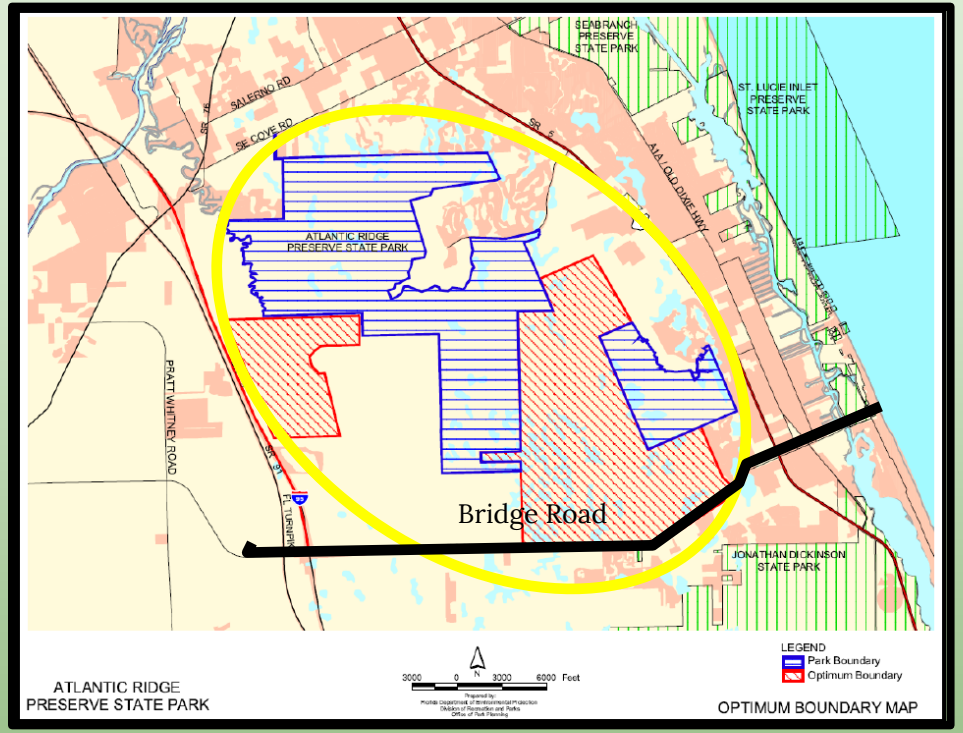


Parameters Considered

- Rare Species Habitat
- Verified Impaired Waters
- Priority Natural Communities
- Aquifer Recharge
- CERP – Everglades Restoration
- Loxahatchee River Watershed
- Wetlands
- Freshwater Habitat Threats
- Blueways and Greenways
- Potential Habitat Richness
- Strategic Habitat Conservation Areas
- Fla Ecological Greenways Network
- Fla Forever Approved Projects
- Park Buffering
- Landscape Integrity Index
- Nationally-Registered Historic Sites
- Optimal Park Boundaries
- Scenic Byways
- Flood Risk
- Prime & Statewide Unique Soils
- Forest Soils

This “Environmental Priorities” Figure shows the most environmentally valuable properties in Martin County in the brightest colors, which include the Loxa-Lucie headwaters complex.

Loxa-Lucie – Optimal Park Boundaries north of Bridge Road

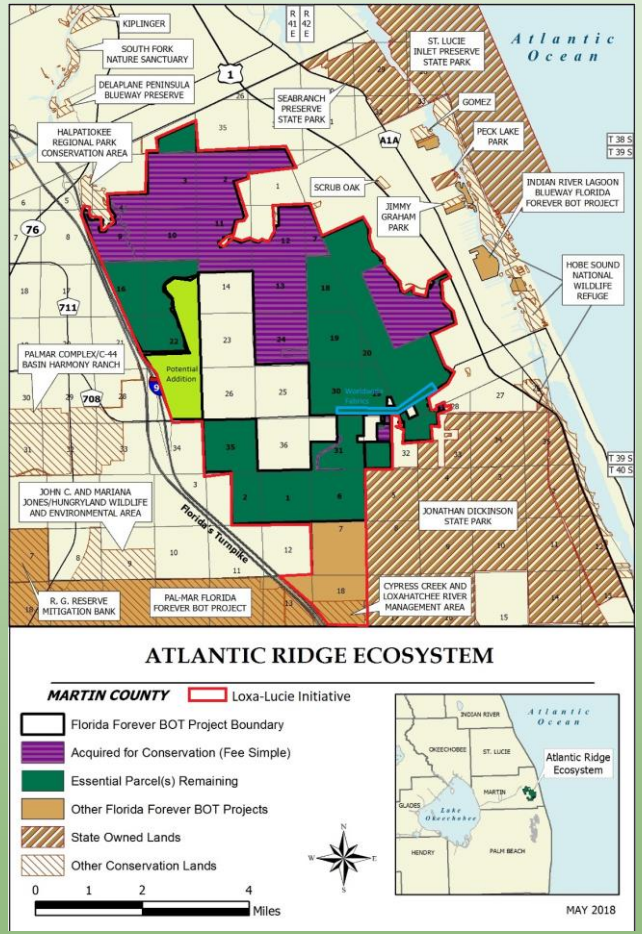




These Figures taken from the Management Plans for the Atlantic Ridge Preserve State Park and JDSP identify parcels that the State has designated as being desirable additions to the parks.

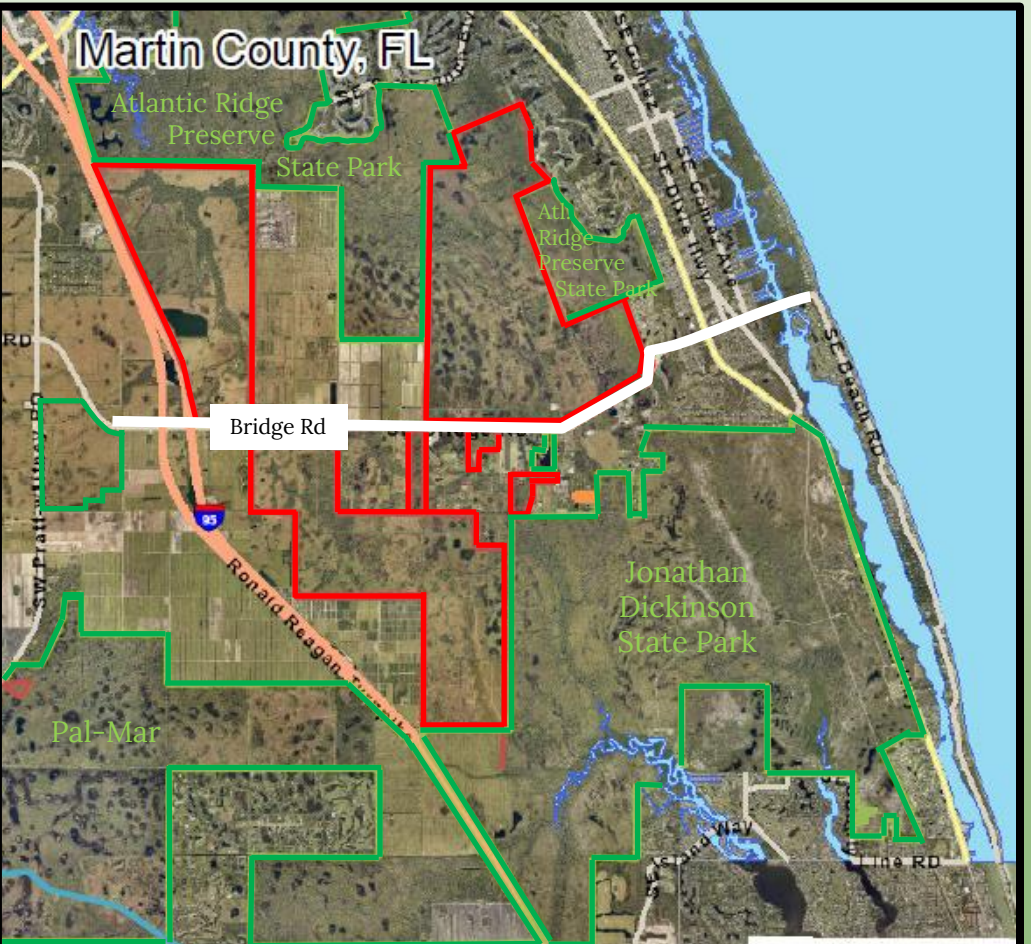
Loxa-Lucie Headwaters

Existing Florida Forever Atlantic Ridge Ecosystem project map.



Dark green parcels are proposed to be acquired if owners are willing sellers.

Loxa-Lucie Headwaters



- Several large tracts are already in public ownership (outlined in green)
  - J. Dickinson State Park
  - Atlantic Ridge Preserve State Park
  - Halpatiokee Regional Park
  - Pal-Mar
- Several privately-owned tracts (outlined in red) are in substantially natural condition
- Most tracts are outside Martin County's Urban Services Boundary
- Development pressure is present due to zoning for development

Here's why it is so important to preserve the Loxa-Lucie Headwaters now

This? or This?

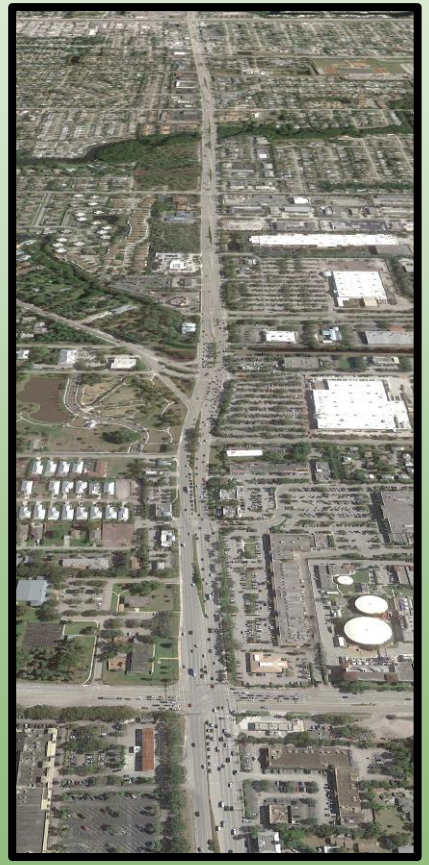
Bridge Rd
Gateway to Hobe Sound

East of I-95
View looking east

Date of Photo: 1/14/19
Source: Google Earth

(Most of the Bridge Road corridor is in natural or restorable condition)





Indiantown Rd
Gateway to Jupiter

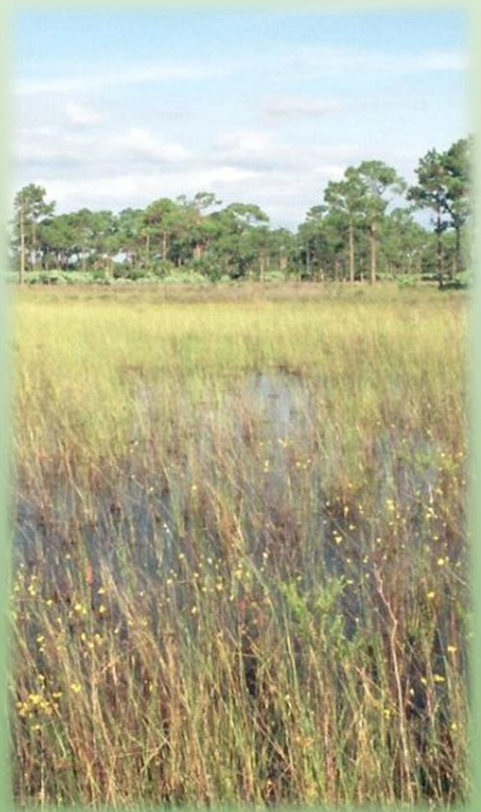
East of I-95
View looking east from intersection with Central Blvd

Date of Photo: 1/13/19
Source: Google Earth

(It is too late to protect natural communities and watersheds)

Loxa-Lucie Headwaters – Goal













To permanently restore historical water flows and protect existing natural lands in an ecological corridor for native endangered plants and wildlife

Loxa-Lucie Headwaters – Phase 1 Acquisition(s)

The first phase involves acquisition of properties actively “For Sale”



- Should contain environmentally valuable habitats
- Restorable hydrology
- Permanently protect the corridor between Jonathan Dickinson & Atlantic Ridge State Parks
- Prevent urban sprawl
- Restore natural water flows
- Help prevent recurring flooding
- Improve water quality
- Address saltwater intrusion
- Enhance recreational opportunities
- Reduce wildlife mortality

Loxa-Lucie Headwaters









Water Management

- Restore hydrology
- Manage water to reduce likelihood of regional flooding
- Increase flow to Kitching Creek & Loxahatchee River

Recreational Opportunities

- Hiking Trails
- Wildlife Viewing
- Equestrian trails, with eventual connections to Jonathan Dickinson and Atlantic Ridge State Parks

Loxa-Lucie Headwaters

Projected Time Line

Schedule

- ✓ Nov 2019 Approved by Guardians Board of Directors
- ✓ Nov 2019 Approved by Treasured Lands Foundation Board of Directors
- ✓ Dec 2019 Engage The Conservation Fund
- ✓ Dec 2019 Launch Campaign
- ✓ April 2020 Initiate fund raising for Phase 1 acquisition ($250,000)
- ✓ Spring 2020 - Begin outreach to governmental & NGO entities
- ➢ Fall 2020 - May 2021 Complete fund raising for Phase 1 acquisition costs
- 2021 - Advocate re-ranking of Atlantic Ridge Fl. Forever proje

Loxa-Lucie Headwaters

Endorsements:

- The Town of Jupiter Island
- Loxahatchee River Mgmt Council
- The Rivers Coalition
- Martin County Chapter of the FL Native Plant Society
- Hobe Sound Golf Club
- Friends of Jonathan Dickinson
- Others pending …

A grassroots initiative is underway to permanently conserve these lands.

You can help to:

- Permanently protect the corridor between Jonathan Dickinson & Atlantic Ridge State Pks
- Prevent urban sprawl
- Restore natural water flows
- Help prevent recurring flooding
- Improve water quality
- Address saltwater intrusion
- Enhance recreational opportunities
- Reduce wildlife mortality

Loxa-Lucie Headwaters



Questions?

For more information, see: www.LoxaLucieHeadwaters.org

Loxa-Lucie Headwaters

Organizational Chart for Acquisition

The Conservation Fund

Guardians of Martin County (Sponsor) -------- ------- Treasured Lands Foundation (Sponsor)

For this initiative, The Guardians of Martin County and the Treasured Lands Foundation have engaged The Conservation Fund (a nationwide land stewardship organization) to manage the Phase 1 land acquisition program.

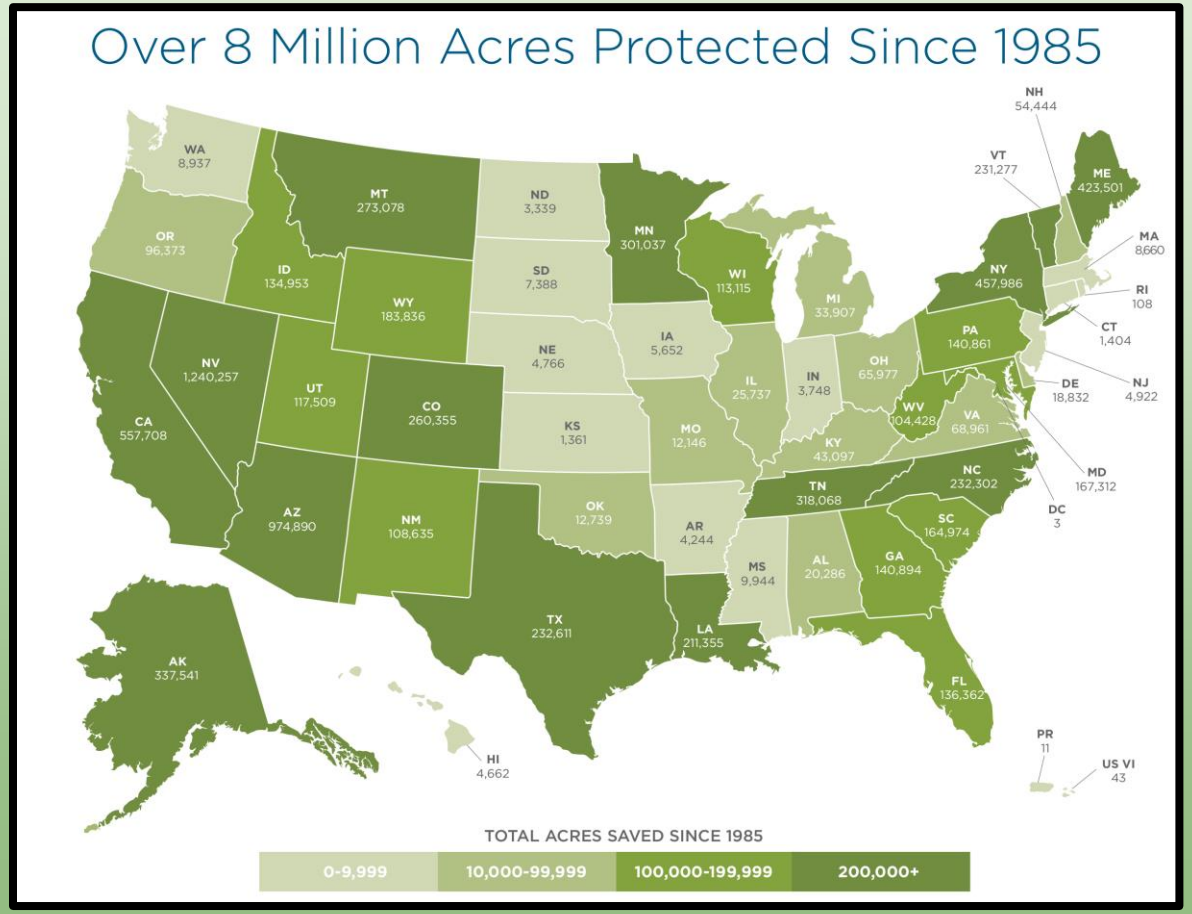
Completion of additional acquisitions will likely require state, federal and/or county funds, for which the Loxa-Lucie team intends to pursue modifying the boundaries of Florida Forever projects and advocating for the implementation of the natural lands hydrologic restoration called for in the Comprehensive Everglades Restoration Plan.

The Conservation Fund

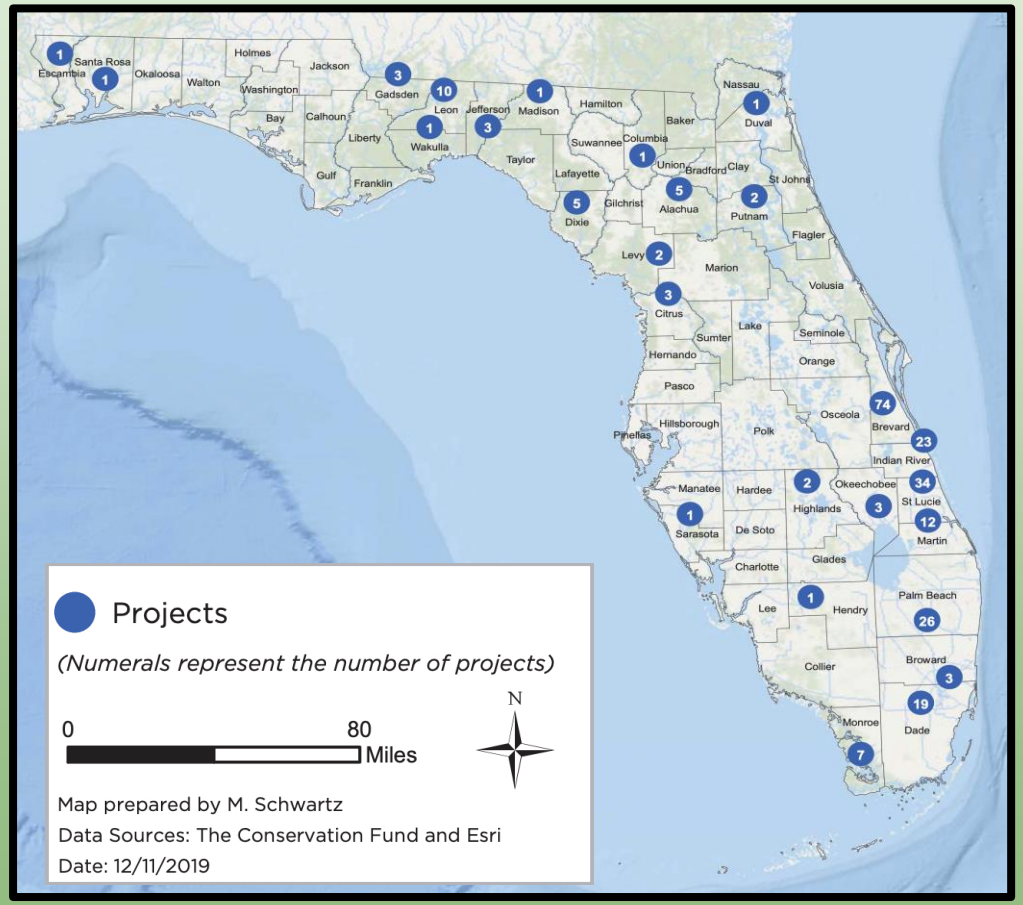


The professional land conservation group The Conservation Fund is providing assistance with the Loxa-Lucie Headwaters Initiative. The following two slides provide information about this organization, their nationwide and state-wide experience and their role in the project.

The Conservation Fund – Where we Work



The Conservation Fund - Florida Projects (1985-2019)

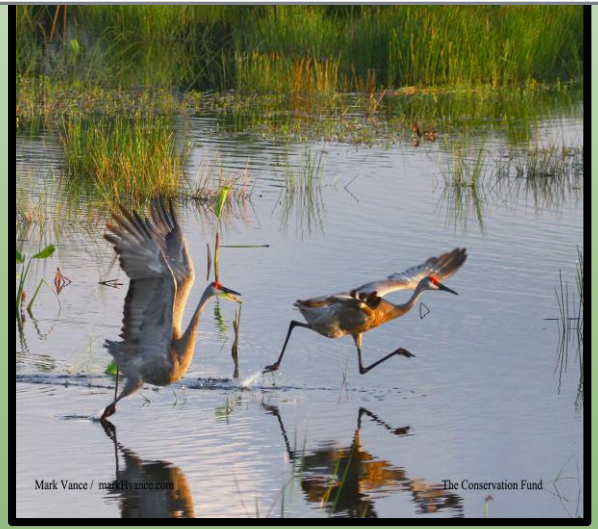


Number of Projects: 244

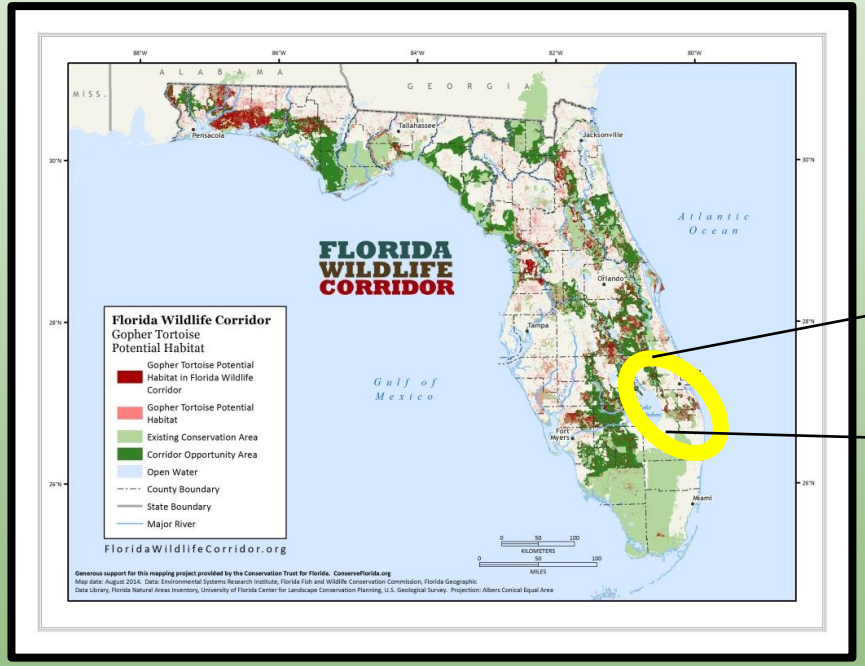
Acres Protected: 136,433

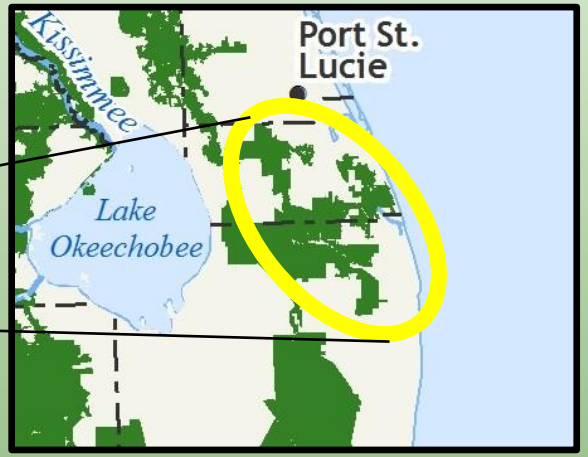
Fair Market Value: $665,901,391

Acquisition Cost: $529,975,978



Loxa-Lucie – Part of a designated state-wide Wildlife Corridor





This area has been identified as the easternmost portion of the Florida Wildlife Corridor east of Lake O.

Bridge Rd Wildlife Mortality

- More than **650** animal mortalities have been documented since January 2020, including 9 species of mammals, 18 species of birds, 26 species of reptiles and 6 species of amphibians.
- Once/wk Jan- Jun, twice/wk July – present, being coordinated and funded primarily by the Pegasus Foundation & donations.
- Have met with County and Water Mgmt District staff to discuss potential corrective actions to reduce wildlife mortality, and they have agreed to consider a variety of options.
- Unfortunately, the mortality is not concentrated at specific locations, but rather spread out all the way from I-95 to HS Golf Club. There is no easy solution.









Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 21-0343 DEPT-1 **Meeting Date:** 3/9/2021

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: March 9, 2021
AGENDA ITEM: DEPT-1

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners **DATE:** March 2, 2021

VIA: Taryn Kryzda
County Administrator

FROM: Jennifer Manning
Director of the Office of Management & Budget

REF: 21-0343
SUBJECT: OFFICE OF MANAGEMENT AND BUDGET ITEMS WHICH REQUIRE BOARD APPROVAL

PERMISSION TO APPLY

1. **PERMISSION TO APPLY FOR THE DEPARTMENT OF HOMELAND SECURITY (DHS) NOTICE OF FUNDING OPPORTUNITY FISCAL YEAR 2020-2021 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM**

- **Requestor** – Martin County Fire Prevention Division
- **Granting Agency** – Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD)
- **Project Description** –The objectives of the SAFER Program are to provide critically needed resources to carry out fire prevention education and training, fire code enforcement, fire/arson investigation, firefighter safety, health programming, prevention efforts, and research and development.
- **Requested Grant Award** – $100,000
- **Budgetary Impact** – Grant Match of $5,000, budgeted in the Fire Prevention operational budget.
- **Annual Operating Cost** – Staff time for grant administration.

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved** – If permission is not approved, then the Fire Prevention Division will not be able to purchase the proposed life safety and training equipment for our Community Risk Reduction programs.
- **Financial Fiscal impact if not approved** – If not approved, then Fire Prevention will not be able to purchase the proposed life safety and training equipment.

DOCUMENTS REQUIRING ACTION:

- None at this time.

RECOMMENDATION:

- Move that the Board authorize the Fire Prevention Division to apply for the FY20-21 SAFER Grant Program.

2. PERMISSION TO APPLY FOR THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FOR FIRE PREVENTION AND SAFETY

- **Requestor** – Fire Rescue Department.
- **Granting Agency** – U.S. Department of Homeland Security/FEMA.
- **Project Description** – The Martin County Fire Rescue Department is seeking funding to purchase critically needed resources to carry out fire prevention education and training aimed to enhance the Community Risk Reduction programs already in place.
- **Requested Grant award** - $100,000.
- **Budgetary Impact** – Total grant match of 5% or $5,000.
- **Annual Operating Cost** – Staff time for grant administration.

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved** – The growth and outreach of the Community Risk Reduction programs would be adversely impacted.
- **Financial Fiscal impact if not approved** – Operating budget resources would have to be diverted to grow the programs.

DOCUMENTS REQUIRING ACTION:

- None at this time.

RECOMMENDATION:

- Move that the Board authorize the Fire Rescue Department to apply for the FEMA AFG for Fire Prevention and Safety.

3. PERMISSION TO APPLY FOR THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FOR EQUIPMENT

- **Requestor** – Fire Rescue Department
- **Granting Agency** – U.S. Department of Homeland Security/FEMA
- **Project Description** – The Martin County Fire Rescue Department is seeking to add 15 power-loading stretcher systems to outfit the entire fleet of frontline ambulances. Power-loading cot fastener systems help to prevent debilitating back, shoulder, and other muscular injuries. The power loaders are ergonomically designed to reduce operator and patient injuries by hydraulically lifting patients weighing up to 700 lbs. Power lift systems improve operator and patient safety by supporting the cot throughout the entire loading and unloading process. Emergency Medical Service providers that have implemented lifting and loading systems have witnessed significant reductions in work-related injuries. Workplace injury reduction equates to tremendous cost savings. The cumulative medical costs incurred by the employer associated with a single career-ending back injury or an injured patient can be staggering.
- **Requested Grant award** - $380,720
- **Budgetary Impact** – Total grant match of $38,072 which is available in the Fire Rescue Capital Improvement Plan Fixed Asset Replacement Budget (FARB).
- **Annual Operating Cost** – Staff time for grant administration.

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved** – There is a higher potential risk of

an injury occurring to either the employee or patient during the on and offboard procedure from the EMS transport unit.

- **Financial Fiscal impact if not approved** – To outfit the entire transport fleet without the grant assistance would cost $380,720.

DOCUMENTS REQUIRING ACTION:

- None at this time.

RECOMMENDATION:

- Move that the Board authorize the Fire Rescue Department to apply for the FEMA AFG Equipment Grant.

4. PERMISSION TO APPLY FOR THE 2021 SMALL COUNTY OUTREACH PROGRAM (SCOP) GRANT APPLICATION CYCLE FOR FY 2027 THROUGH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE CITRUS BOULEVARD RESURFACING (CR 714 TO THE COUNTY LINE) PROJECT

- **Requestor –** Public Works Department / Capital Projects Division
- **Granting Agency –** Florida Department of Transportation
- **Project Description –** Citrus Boulevard between CR 714 and the St. Lucie County Line, has beginning signs of pavement delamination which will require resurfacing as the roadway paving life span is 20 years. Additional scope items to include new signage and signalization and improved drainage.
- **Requested Grant Award –** The total estimated project is $2,944,304 ($2,208,228 grant funds/$736,076 local funds)
- **Budgetary Impact –** SCOP grants require a 75%-25% fund match; $736,076 to be funded with FY 27 Capital Improvement Funds (CIP).
- **Annual Operating Cost –**
    - Annual maintenance cost is estimated to be $3,000 per year.
    - Staffs time to administer the grant.

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved –** Identified project to remain unfunded
- **Financial Fiscal impact if not approved –** Martin County will forfeit $2,208,228 in grant funding.

DOCUMENTS REQUIRING ACTION:

- None at this time.

RECOMMENDATION:

- Move that the Board authorize the Director of the Public Works Department to apply for the FDOT – Small County Outreach Program (SCOP) grant for the Citrus Boulevard Resurfacing Project.

5. PERMISSION TO APPLY FOR THE 2021 SMALL COUNTY OUTREACH PROGRAM (SCOP) GRANT APPLICATION CYCLE FOR FY 2027 THROUGH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE ARUNDLE BRIDGE REHABILITATION PROJECT

- **Requestor –** Public Works Department / Capital Projects Division
- **Granting Agency –** Florida Department of Transportation

- **Project Description –** The existing Arundle Bridge is a 450' long high roadway bridge over the C-44 Canal/Intracoastal Waterway. The proposed work scope is the installation of interlocked articulating concrete blocks, and bank and shore ruble rip rap at the bridge piers.
- The complete scope includes the installation of flowable concrete fill at existing scour under bridge foundation pile caps and the installation of filter fabric as an underlayment under articulating concrete blocks and rip rap.
- The bridge was identified by the FDOT Scour Evaluation Report for Bridge No. 890093 (dated 3/9/12) to be a critical project for Martin County. The proposed work will provide scour protection of the piling systems and absolve the structure from FDOT Scour Critical designation.
- **Requested Grant Award –** The total estimated project is $1,485,760 ($1,114,620 grant funds/$371,140 local funds).
- **Budgetary Impact –** SCOP grants require a 75%-25% fund match; $371,140 (25%) to be funded with FY 27 Capital Improvement Funds (CIP).
- **Annual Operating Cost –**
    - Annual maintenance cost is estimated to be $3,000 per year.
    - Staffs time to administer the grant.

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved –** Identified project to remain unfunded
- **Financial Fiscal impact if not approved –** Martin County will forfeit $1,114,620 in grant funding.

DOCUMENTS REQUIRING ACTION:

- None at this time.

RECOMMENDATION:

- Move that the Board authorize the Director of the Public Works Department to apply for the FDOT – Small County Outreach Program (SCOP) grant for the Arundle Bridge Rehabilitation.

PERMISSION TO ACCEPT

6. PERMISSION TO ACCEPT A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FY21 SECTION 5311 NON-URBANIZED GRANT FUNDS

- **Agreement/Contract drafted by** – Florida Department of Transportation (FDOT).
- **Parties to the Agreement/Contract** – FDOT and Martin County Board of County Commissioners.
- **Purpose of the Agreement/Contract** – This Public Transportation Grant Agreement is for $115,907 and requires a County match $115,907 for a total project cost of $231,814. These funds provide operating assistance for the Martin County Public transit bus service (Marty) in the non-urbanized area, specifically for the benefit of Indiantown residents.
- **New/Renewal/Modified** –This is a new contract that is awarded annually.
- **Duration** – Starts upon execution date of contract and ends June 30, 2024.

- **Benefits to Martin County** –These funds support the Indiantown Public Transit Bus Route or otherwise known as Route 2.
- **Cost to Martin County** – Staff time to administer the grant plus $115,907 match which was budgeted in the FY21 Public Works Transit Budget.

ALTERNATIVE ACTION:

- **PROGRAMMATIC IMPLICATION IF NOT APPROVED** – Service would be reduced, discontinued or Martin County Board could continue the service with County funds.
- **FINANCIAL FISCAL IMPACT IF NOT APPROVED** – Martin County would not receive $115,907 from FDOT to operate the Indiantown bus route.

DOCUMENTS REQUIRING ACTION:

- Public Transportation Grant Agreement (2 copies)
- Resolution (2 copies)
- Budget resolution

RECOMMENDATION:

- Move that the Board authorize the County Administrator or designee to execute the Public Transportation Grant Agreement as well as any non-monetary grant related documents upon review and concurrence of the County Attorney's Office;
- Move that the Board adopt the Resolution; and
- Move that the Board adopt the Budget Resolution

REVIEWED BY COUNTY ATTORNEY'S OFFICE

7. PERMISSION TO ACCEPT THE RADIOLOGICAL EMERGENCY PREPAREDNESS (REP) AGREEMENT FOR FY21 AND FY22

- **Agreement/Contract drafted by** – Florida Power & Light.
- **Parties to the Agreement/Contract** – Florida Power & Light and Martin County Board of County Commissioners.
- **Purpose of the Agreement/Contract** – Funding in the amount of $555,982 for the salaries, planning, equipment, and training to enhance the Radiological Emergency Management program's ability to respond to and recover from any radiological emergency.
- **New/Renewal/Modified** – This is a new contract.
- **Duration** – October 1, 2020 through September 30, 2022.
- **Benefits to Martin County** – Provides the funding that will enable the county to staff the radiological planner position, enhance planning projects, provide for technology upgrades, purchase equipment and supplies, and conduct the training and exercises required by mandate. Most importantly, this funding provides for the program needs to ensure the safety and protection of residents in the event of a radiological emergency.
- **Cost to Martin County** – Administrative time to prepare semi-annual reports. There is no County funding match required.

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved** – The entirety of the budget for radiological emergency planning is funded by Florida Power & Light as required by

the United States Nuclear Regulatory Commission. The program would need an alternative funding source to maintain operation.

- **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 to execute the REP agreement as well as any non-monetary grant related documents upon review and concurrence of the County Attorney's Office;
- Move that the Board adopt the Budget Resolution.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

8. PERMISSION TO ACCEPT THE FY2020-2021 FLORIDA INLAND NAVIGATION DISTRICT WATERWAY ASSISTANCE PROGRAM GRANT FOR THE MANATEE POCKET MANAGED MOORING FIELD (GRANT CONTRACT #MA-20-88)

- **Agreement/Contract drafted by –** Florida Inland Navigation District (FIND)
- **Parties to the Agreement/Contract –** FIND and Martin County Board of County Commissioners.
- **Purpose of the Agreement/Contract –** On March 3, 2020 the Coastal Management Division of the Public Works Department was authorized to apply for the (FIND) Waterway Assistance Program Grant for the Manatee Pocket Managed Mooring Field project. The Manatee Pocket is located at the confluence of the St. Lucie River/Okeechobee Waterway, the Indian River Lagoon/Atlantic Intracoastal Waterway and the St. Lucie Inlet, within Port Salerno, FL. When constructed, the project will include 42 mooring buoys, a dinghy dock along to facilitate ingress and egress between the mooring field and the adjacent uplands and access to mooring field support facilities. The proposed Manatee Pocket Managed Mooring Field Project will provide a regulated and secure mooring opportunity to transient boaters, facilitating their access to upland facilities and nearby attractions in Port Salerno, Hobe Sound, Jensen Beach and Stuart. This is the second FIND grant contract awarded to this project. The FY 21 FIND Grant Contract # MA-20-88 for Manatee Pocket Mooring Fields is for $200,000, $100,000 less than requested.
- **New/Renewal/Modified –** This is a new contract.
- **Duration**: execution through September 30, 2022, (the contract has the possibility to be extended to September 30, 2023 at the request of the County)
- **Benefits to Martin County –** Enables the County to Protect the St. Lucie River and Indian River Lagoon and provide an attractive amenity for transient boaters in the area.
- **Cost to Martin County –** Match of $200,000 will come from a grant from the Florida Fish and Wildlife Commission contract #19030.

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved –** The Manatee Pocket Mooring Fields

will not be constructed

- **Financial Fiscal impact if not approved –** No staff time will be required to implement or administer this grant. The match of $200,000 will not be required.

DOCUMENTS REQUIRING ACTION:

- Grant Contract
- Budget Resolution

RECOMMENDATION:

- Move that the Board authorize the Chair and/or designee to execute the FIND agreement;
- Move that the Board authorize the County Administrator to execute 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

9. PERMISSION TO ACCEPT THE FY 2019-2020 AND FY2020-2021(COMBINED) FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FFWC)-FLORIDA BOATING IMPROVEMENT PROGRAM GRANT (FBIP)-MANATEE POCKET MANAGED MOORING FIELD (AGREEMENT #19030)

- **Agreement/Contract drafted by –** Florida Fish and Wildlife Conservation Commission
- **Parties to the Agreement/Contract –** FFWC and Martin County Board of County Commissioners.
  a. **Purpose of the Agreement/Contract –** On March 26, 2019 and on March 3, 2020 the Coastal Management Division of the Public Works Department was authorized to apply to the FFWC FBIP Program Grant for the Manatee Pocket Managed Mooring Field project. The Manatee Pocket is located at the confluence of the St. Lucie River/Okeechobee Waterway, the Indian River Lagoon/Atlantic Intracoastal Waterway and the St. Lucie Inlet, within Port Salerno, FL. When constructed, the project will include 42 mooring buoys and a dinghy dock to facilitate ingress and egress between the mooring field and the adjacent uplands including access to mooring field support facilities. The proposed Manatee Pocket Managed Mooring Field Project will provide a regulated and secure mooring opportunity to transient boaters, facilitating their access to upland facilities and nearby attractions in Port Salerno, Hobe Sound, Jensen Beach and Stuart. Management of the facility will be advertised for a public/private partnership opportunity. The FWC FBIP Grant Agreement #19030 for Manatee Pocket Managed Mooring Fields covering the FY 21 and FY 22 grant cycle is for $500,000.
- **New/Renewal/Modified –** This is a new contract.
- **Duration**: execution through June 30, 2023
- **Benefits to Martin County –** Enables the County to Protect the St. Lucie River and Indian River Lagoon and provide an attractive amenity for transient boaters in the area.
- **Cost to Martin County –** Match of $612,000 will come from:
  - **$400,000** from 2019 and 2020 grants from Florida Inland Navigation

District, and
- **$212,000** County funds already budgeted within the coastal Capital Improvement Program; and staff time to administer the grant.

ALTERNATIVE ACTION:
- **Programmatic Implication if not approved –** The Manatee Pocket Mooring Fields will not be constructed
- **Financial Fiscal impact if not approved –** No staff time will be required to implement or administer this grant. The match of $612,000 will not be required.

DOCUMENTS REQUIRING ACTION:
- Grant Contract
- Budget Resolution

RECOMMENDATION:
- Move that the Board authorize the Chair and/or designee to execute the FBIP agreement;
- Move that the Board authorize the County Administrator to execute 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 TRANSFER AND RESOLUTION TO FUND THE START-UP OF THE JENSEN BEACH MOORING FIELD

The Parks and Recreation Department is requesting $41,712 for one-time purchases to start-up the Jensen Beach Mooring Field.

The one-time costs are necessary to fund the purchase of a truck, dingy tender and trailer, and operating equipment.

The Mooring Field Harbormaster will need the dingy tender to monitor, maintain and inspect the moorings as well as provide customer service to patrons that are moored. A truck is needed to maintain the facility and for transportation between Indian Riverside Park and the Mooring Field.

A Budget Transfer from General Fund Reserves is required for the one-time startup costs in the amount of $41,712. The Office of Management and Budget requests approval of a Budget Resolution to appropriate the one-time starting costs into the Jensen Beach Mooring Field Budget.

DOCUMENTS REQUIRING ACTION:
- Budget Transfer from General Fund Reserves
- Budget Resolution

RECOMMENDATION:

- Move that the Board authorize a Budget Transfer from General Fund Reserves in the amount of $41,712 for Jensen Beach Mooring Field one-time purchase start-up costs; and
- Move that the Board approve the Budget Resolution.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

11. BUDGET TRANSFER AND RESOLUTION TO FUND THE START-UP FOR THE OPERATION OF SEASIDE CAFÉ AT STUART BEACH

The Parks and Recreation Department is requesting $121,862 for one-time purchases to start-up the Seaside Café located at Stuart Beach.

The start-up costs are to fund the purchase of a vehicle, café signage, point of sale equipment, side curtains for the deck, ceiling fans, one TV, small wares for the kitchen and bar, chairs, tables and barstools for the dining area, beach chairs and umbrellas for beach chair service and for office equipment and furniture for the manager.

A vehicle is needed for transportation between cafes, moving equipment, and picking up operational supplies in cases where delivery is not provided.

A Budget Transfer from General Fund Reserves is required for the one-time startup costs in the amount of $121,862. The Office of Management and Budget requests approval of a Budget Resolution to appropriate the one-time starting costs into the Seaside Café Budget.

DOCUMENTS REQUIRING ACTION:

- Budget Transfer from General Fund Reserves
- Budget Resolution

RECOMMENDATION:

- Move that the Board authorize a Budget Transfer from General Fund Reserves in the amount of $121,862 for Seaside Café to fund one-time purchases for start-up costs; and
- Move that the Board approve the Budget Resolution.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

12. BUDGET TRANSFER FROM RESERVES FOR DRUG COURT GRANT MATCH

The Office of Management and Budget is requesting a budget transfer in the amount of $67,799 for Human Services Bureau of Justice Assistance drug court grant. This match is currently budgeted in Drug Abuse Reserves.

DOCUMENTS REQUIRING ACTION:

- Budget Transfer from Reserves

RECOMMENDATION:

- Move that the Board approve a Budget Transfer from Drug Abuse Reserves in the amount of $67,799 for the grant match.

Office of Management and Budget - Supplemental Memo Attachments

Item #1 – PERMISSION TO APPLY FOR THE DEPARTMENT OF HOMELAND SECURITY (DHS) NOTICE OF FUNDING OPPORTUNITY (NOFO) FISCAL YEAR 2020 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM

DOCUMENTS REQUIRING ACTION:

- None at this time.

Office of Management and Budget - Supplemental Memo Attachments

Item #2 – PERMISSION TO APPLY FOR THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FOR FIRE PREVENTION AND SAFETY

DOCUMENTS REQUIRING ACTION:

- None at this time.

Office of Management and Budget - Supplemental Memo Attachments

Item #3 – PERMISSION TO APPLY FOR THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FOR EQUIPMENT

DOCUMENTS REQUIRING ACTION:

- None at this time.

Office of Management and Budget - Supplemental Memo Attachments

Item #4 – PERMISSION TO APPLY FOR THE 2021 SMALL COUNTY OUTREACH PROGRAM (SCOP) GRANT APPLICATION CYCLE FOR FY 2027 THROUGH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE CITRUS BOULEVARD RESURFACING (CR 714 TO THE COUNTY LINE) PROJECT

DOCUMENTS REQUIRING ACTION:

- None at this time.

Office of Management and Budget - Supplemental Memo Attachments

Item #5 – PERMISSION TO APPLY FOR THE 2021 SMALL COUNTY OUTREACH PROGRAM (SCOP) GRANT APPLICATION CYCLE FOR FY 2027 THROUGH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE ARUNDLE BRIDGE REHABILITATION PROJECT

DOCUMENTS REQUIRING ACTION:

- None at this time.

Office of Management and Budget - Supplemental Memo Attachments

Item #6 – PERMISSION TO ACCEPT A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FY21 SECTION 5311 NON-URBANIZED GRANT FUNDS

DOCUMENTS REQUIRING ACTION:

- Public Transportation Grant Agreement (2 copies)
- Resolution (2 copies)
- Budget resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 02/20

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DU, LF	FLAIR Category:	088774
425977-3-84-01		Work Activity Code/Function:	215	Object Code:	780000
		Federal Number/Federal Award		Org. Code:	55042010429
		Identification Number (FAIN) – Transit only:		Vendor Number:	VF596000743013
Contract Number:		Federal Award Date:			
CFDA Number:	20.509	Agency DUNS Number:	71304562		
CFDA Title:	Formula Grants for Rural Areas				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Martin County BOCC , ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.000, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in providing operating assistance to Martin County BOCC for its non-urbanized area public transportation, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   X **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   _ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
   X *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 30, 2024. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. **Project Cost:**

a. The estimated total cost of the Project is $231,814. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $115,907 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

    g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. Approval of Third Party Contracts. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. Procurement of Commodities or Contractual Services. It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. Consultants' Competitive Negotiation Act. It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (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 Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial

assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

ii. In connection with the audit requirements, the Agency 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and

persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad

shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an

updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Martin County BOCC

By: _____

Name: Taryn Kryzda

Title: County Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Steven C. Braun, P.E.

Title: Director of Transportation Development

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

_____
SARAH W. WOODS, COUNTY ATTORNEY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): providing operating assistance to Martin County BOCC for its non-urbanized area public transportation

B. Project Location (limits, city, county, map): Martin County BOCC /Stuart, FL/Martin

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Transfer funding from the Federal Transit Administration's to Subrecipient for the activities listed in attached budget and in the approved Subrecipient grant application. Support non-urbanized public transportation services.

D. Deliverable(s): 1) Refer to Exhibit E and Exhibit F of PTGA.

2) Comply with Transparency Act, where applicable.

3) Recipients providing fixed-route service can segregate urbanized and non-urbanized miles based on route maps and allocate system-wide costs accordingly. Drivers' logs can be maintained to segregate mileage or hours inside and outside the urbanized area.

4) Certification verifying adoption of a System Safety Program Plan.

5) Quarterly reports submitted with invoices.

6) Submit invoice every three (3) months, at minimum.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): candy, alcohol, decorations, greeting cards, lobbying, personal cell phone, office patties, entertainment, food, fans, coffee pots, portable heaters, refrigerators, microwave ovens, congratulatory telegrams, refreshments, banquets, catering, gifts/flowers, promotional items.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

EXHIBIT B

Schedule of Financial Assistance
TRANSIT OPERATING ONLY

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
425977-3-84-01	DU	088774	2021	780000	20.509	Formula Grants for Rural Areas	$115,907
425977-3-84-01	LF	088774	2021	780000	20.509	Formula Grants for Rural Areas	$115,907
		Total Financial Assistance					$231,814

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories *Operations (Transit Only)* *	State	Local	Federal	Total
Salaries	$0	$0	$0	$0
Fringe Benefits	$0	$0	$0	$0
Contractual Services	$0	$115,907	$115,907	$231,814
Travel	$0	$0	$0	$0
Other Direct Costs	$0	$0	$0	$0
Indirect Costs	$0	$0	$0	$0
Totals	***$0***	***$115,907***	***$115,907***	***$231,814***

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

___ Monthly
_X_ Quarterly
___ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Paula Scott
Department Grant Manager Name

Signature Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Section 5311: Formula Grants for Rural Areas)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

The Agency, as the "subrecipient", shall comply with the following requirements:

1. **Conformance with Enabling Legislation.** This Agreement is in conformance with Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. 5311) and Section 341.051(1)(a), F.S.

2. **Prevention Programs.** The Section 5311 subrecipient shall establish and implement anti-drug and alcohol misuse prevention programs in accordance with the terms of 49 CFR 655, 49 U.S.C. 5331, and 49 CFR 40.

3. **Adherence to Certifications and Assurances.** The Section 5311 subrecipient shall ensure adherence with all federally required certifications and assurances made in its application to the Department for Section 5311 funds.

4. **FTA Compliance.** The Section 5311 subrecipient shall at all times comply with all applicable Federal Transit Administration ("FTA") regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure to comply shall constitute a material breach of this contract.

5. **Charter Operation.** The Section 5311 subrecipient agrees to comply with 49 U.S.C. 5323(d), (r) and 49 CFR 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

6. **Exclusive Operation.** Pursuant to 69 U.S.C. 5323(f) and 49 CFR 605, the Section 5311 subrecipient of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, subrecipients may not use federally funded equipment, vehicles, or facilities.

7. **Buy America.** The Section 5311 subrecipient agrees to comply with Buy America requirements outlined in 49 U.S.C. 5323(j) and 49 CFR 661, if using the funds granted under this Agreement for rolling stock purchases. The recipient also agrees to comply with the pre-award and post delivery requirements outlined in 49 CFR 661.12.

8. **Water Pollution Control.** The Section 5311 subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, codified at 33 U.S.C. 1251 et seq., as amended, if the agreement exceeds $100,000.

9. **Anti-Lobbying.** The Section 5311 subrecipient agrees to comply with the requirements pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352(b)(5).

10. **Bonding Requirements.** If this Agreement is for a construction Project over $150,000 the recipient must adhere to FTA's bonding requirements as outlined in the Best Practices Procurement Manual.

11. **Clean Air Act.** The 5311 subrecipient agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., as amended, if this Agreement exceeds

$150,000.

12. **Resource Conservation and Recovery Act (RCRA).** The 5311 subrecipient agrees to comply with all the requirement of Section 6002 of the Resource Conservation and Recovery Act (RCRA), 49 U.S.C. 6962, as amended, including but not limited to the regulatory provisions of 40 CFR 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

13. **Davis-Bacon and Copeland Anti-kickback.** The 5311 subrecipient agrees to comply with the Davis-Bacon and Copeland Anti-kickback Acts as codified at 40 U.S.C. 3141 et seq. and 18 U.S.C. 874 for any agreement exceeding $2,000.

14. **Contract Work Hours and Safety Standards.** For any contract over $2,000 the 5311 subrecipient agrees to comply with the Contract Work Hours and Safety Standards Act, codified at 40 U.S.C. 3701 et seq.

15. **Transit Employee Protective Agreements.** The 5311 subrecipient agrees to comply with the Transit Employee Protective Agreements as codified in 49 U.S.C. 5333 and 29 CFR 215.

16. **Compliance with FTA Terms and Conditions.** The 5311 subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department requests which would cause the 5311 subrecipient to be in violation of the FTA terms and conditions.

17. **Annual Safety Certification.** In accordance with Section 341.061, F.S., and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification stating that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan, and has performed annual safety inspections of all buses operated.

18. **Budget/cost analysis.** The Agency will assist the Department by providing accurate information for the Department to create a budget/cost analysis in accordance with Section 216.3475, F.S.

19. **Non-urbanized area.** The Agency will provide the methodology for determining the non-urbanized area portion of their service prior to submitting the first invoice. The Agency will submit an updated methodology once per year.

20. **Attorney certification.** The Agency will submit an attorney certification prior to submitting the first invoice and once yearly thereafter for goods or services procured under this Agreement in accordance with Chapter 287, F.S.

21. **Public Body Non-CTC Recipients.** An Agency may receive 5311 funds when the Community Transportation Coordinator in the county is a private-for-profit entity. When the Agency accepts the 5311 funding, enters into a contract/PTGA with the Department, and the contracts with the Community Transportation Coordinator to provide rural general public transportation in the same service area in which the Community Transportation Coordinator is providing non-sponsored trips for the Commission for the Transportation Disadvantaged, then the non-sponsored human service transportation grant funds will be considered as eligible match for the 5311 funds. The Agency will be responsible for ensuring that the Community Transportation Coordinator meets all the requirements associated with the federal funds. The Agency will be responsible for ensuring that all dollars provided as match were for public transportation eligible trips. The Agency must keep financial records that substantiate the eligibility for the match being provided and make that documentation available to the Department on request.

22. **Transit Vehicle Inventory Management.** The Agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025i), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price.

This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.

-- ***End of Exhibit E*** --

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

EXHIBIT H

AUDIT REQUIREMENTS FOR AWARDS OF FEDERAL FINANCIAL ASSISTANCE

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.509
CFDA Title: Formula Grants for Rural Areas

***Award Amount:** $115,907
Awarding Agency: Florida Department of Transportation
Indirect Cost Rate:
****Award is for R&D:** No

*The federal award amount may change with amendments
**Research and Development as defined at 2 CFR §200.87

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
www.ecfr.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse.xhtml

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse.xhtml

MAP-21 – Moving Ahead for Progress in the 21st Century, P.L. 112-141
www.dot.gov/map21

Federal Highway Administration – Florida Division
www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER _____

A RESOLUTION OF THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN MARTIN COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION AUTHORIZED BY 49 U.S.C. AND OTHER FEDERAL STATUES FOR SECTION 5311 NON-URBANIZED AREA FORMULA FUNDS FOR OPERATING AND/OR CAPITAL ASSISTANCE

WHEREAS, the Florida Department of Transportation (FDOT) has been delegated the authority to award State financial assistance for public transit projects by Chapter 341, of the Florida Statutes; and

WHEREAS, the Public Transportation Grant Agreement for financial assistance will impose certain obligations upon Martin County, and will require Martin County to provide a portion of the local share of the project cost; and

WHEREAS, Martin County has or will provide all annual certifications and assurances to the Florida Department of Transportation required for the project;

NOW, **THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners, Martin County, Florida:

A. This Board hereby authorizes the County Administrator or designee to execute and deliver to the State of Florida Department of Transportation the Public Transportation Grant Agreement; and~~,~~

B. This Board hereby authorizes the County Administrator or designee to execute and deliver to the State of Florida Department of Transportation any non-monetary agreement and/or time extension upon review and concurrence of the County Attorney's Office.

DULY PASSED AND ADOPTED THIS 9th DAY OF MARCH 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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE FLORIDA DEPARTMENT OF TRANSPORTATION 5311 - FY21 NON-URBANIZED GRANT AGREEMENT REVENUES AND APPROPRIATIONS

WHEREAS, The Florida Department of Transportation is providing 5311-FY21 non-urbanized funding in the amount of $115,907 for operating assitance to Martin County Board of County Commission for its non-urbanized area public transportation; and

WHEREAS, Martin County is required to provide a local match of $115,907; 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 REVENUES AND APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

ACCOUNT NUMBER					AMOUNT		LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity			
REVENUES:							
128224	2204	33142	000		$	115,907.00	Federal Grants/Mass Transit
128224	2204	810001	000		$	115,907.00	Transfer from Fund 0001
TOTAL:					**$**	**231,814.00**	
APPROPRIATIONS:							
128224	2204	03400	544		$	231,814.00	Other Contractual Services
TOTAL:					**$**	**231,814.00**	

DULY PASSED AND ADOPTED THIS 9th DAY OF MARCH, 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

March 9, 2021 — Agenda Date
Dept-1 — Item Number

Batch Number
Input Date

Office of Management and Budget - Supplemental Memo Attachments

Item #7 – PERMISSION TO ACCEPT THE RADIOLOGICAL EMERGENCY PREPAREDNESS (REP) AGREEMENT FOR FY21 AND FY22

DOCUMENTS REQUIRING ACTION:

- Grant Contract (4 copies)
- Budget resolution

AGREEMENT BETWEEN
FLORIDA POWER & LIGHT COMPANY
AND
MARTIN COUNTY

This Agreement is between Florida Power & Light Company (hereinafter "Company"), and Martin County, a political subdivision of the State of Florida (hereinafter "County").

I. PURPOSE

A. Certain responsibilities have been defined by the U.S. Nuclear Regulatory Commission (hereinafter "NRC") in certain provisions of 10 CFR Parts 50 and 70 and in the NRC guidance document NUREG 0654, FEMA-REP-1, Revision 1, "Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants." There exists a possibility of duplication of effort in meeting those responsibilities by the Company and County. The resulting increased financial burden on taxpayers and consumers can be avoided by the development of a cooperative relationship between state and local public agencies and the nuclear power utility. The County is authorized, in Sections 252.35 and 252.60 of Florida Statutes, to participate in such cooperative relationships and is further authorized, in Section 252.37 of Florida Statutes, to accept services, equipment, supplies, materials, or funds for emergency management. The purpose of this Agreement is to define certain aspects of the relationship between the County and the Company.

B. The NRC regulations and guidance cited above are incorporated as requirements in this Agreement by reference. All activities that are the subject of the Agreement shall comply with those requirements (hereinafter "Federal Emergency Preparedness Requirements").

II. BUDGET

The parties have agreed to the Work Scope and Funding attached hereto and incorporated herein as Exhibit A. Said budget provides that the County will require the sum of dollars specified in Exhibit A to carry out its responsibilities hereunder.

III. PAYMENT

Upon execution of this Agreement and receipt of associated invoicing, the Company shall make equal semi-annual advances to the County as described in Exhibit A. Expenditures by the County shall be based upon the approved budget attached hereto and incorporated herein.

IV. TITLE TO EQUIPMENT

Any equipment purchased by the County under this Agreement shall be the property of the County. This equipment is to be used for the activities described herein for the term of this Agreement and subsequent extensions or renewals between the parties. Upon termination of such agreements and cessation of the County's activities thereunder, the equipment will remain the property of the County.

V. INTEREST

The unexpended portion of advance payments to the County shall be invested in an interest-bearing account in accordance with applicable county regulations, if any. At the end of the term agreement period, the County shall either refund all unexpended funds to Company or reflect all remaining interest earned as funds carried forward and apply such funds to any additional term of this agreement, as appropriate.

VI. AUDIT

A. The County shall (at any time during normal business hours and with five business days advance notification) make available for examination, to the Company and any of its duly authorized representatives, all of the records and data with respect to all matters covered by this Agreement. The County shall permit the Company and its designated authorized representatives to audit and inspect all costs and supporting documentation for all matters covered by this Agreement. The County shall provide an annual audited financial statement at the end of the Agreement period.

B. The County shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of three years after the date of submission of the final expenditure report. Or, if an audit has been initiated during the term of this Agreement and audit findings have not been resolved, the records shall be retained until resolution of the audit findings. In addition, the County shall maintain time and attendance records for all salary costs charged to this Agreement.

VII ASSIGNMENT

The County may assign the right to accept services, equipment, supplies, materials, or funds to any appropriate local governing body or agency.

VIII TERMS OF AGREEMENT

A. The term of this Agreement is October 1, 2020 to September 30, 2022, unless sooner terminated in accordance with Paragraph B of this Article.

B. Either party may terminate this Agreement in whole or in part without cause, by providing sixty (60) days' notice in writing to the other party. Upon termination of this Agreement, all unexpended funds shall be returned to the Company and an audit may be performed in accordance with Article VI of this Agreement.

C. The County and the Company agree to be bound by the provisions included in the Standard Conditions attached to and incorporated by reference in this Agreement.

IX. MODIFICATIONS

Any modifications to this Agreement shall be in writing and signed by both parties. In the event the statutes, rules, regulations, or plans applicable to this Agreement are revised, voided, or rescinded, the parties agree to consider reasonable modifications to this Agreement.

X. E-Verify.

In compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

b. The COUNTY, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The COUNTY, upon good faith belief that a subcontractor knowingly

violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such.

Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

XI. PUBLIC RECORDS

Failure to comply with the following provisions shall be deemed a material default subject to termination as provided herein. To the extent that disclosure of information is required by law or regulation or applicable legal or regulatory process, the County shall give notice as is practicable to the Company that such disclosure is required. Company shall comply with public records laws, specifically, Company shall:

A. keep and maintain public records required by County to perform the service;

B. upon request from County's custodian of public records, provide County 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, Florida Statutes or as otherwise provided by law;

C. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if Company does not transfer the records to County; and

D. upon completion of this Agreement, transfer, at no cost, to County all public records in possession of County or keep and maintain public records required by County to perform the service. If Company transfers all public records to County upon completion of this Agreement, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of this Agreement, Company shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF COMPANYHAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, PUBLIC_RECORDS@MARTIN.FL.US, MARTIN COUNTY, ATTN: PUBLIC RECORDS LIAISON, 2401 SE MONTEREY ROAD, STUART, FLORIDA 34996.

By their signatures below, the following officials have agreed to these terms and conditions.

FOR THE COMPANY

:

By: 

Robert Coffey
VP, Nuclear Fleet

FOR THE COUNTY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

STACEY HEATHERINGTON, CHAIRMAN

APPROVED AS TO FORM & LEGAL

SUFFICIENCY:

SARAH W. WOODS, COUNTY

ATTORNEY

STANDARD CONDITIONS

1. Extension of this Agreement shall be in writing for a period not to exceed six months and shall be subject to the same terms and conditions set forth in the initial Agreement. There shall be only one extension of the Agreement, unless the failure to meet the criteria set forth in the Agreement for completion of the Agreement is due to events beyond the control of the Company.

2. All bills for fees or other compensation for services or expenses shall be retained and have sufficient detail for a proper audit.

3. Pursuant to Section 216.347, Florida Statues, the County agrees that no funds from this Agreement will be expended for the purpose of lobbying the Legislature or a State agency.

Exhibit A
Work Scope and Funding

I. Work Scope:

The County shall be responsible for participation in the following radiological emergency planning and preparedness activities:

A. The County's responsibilities shall include coordination with the Company in the development, maintenance and implementation of an emergency preparedness program in support of the Company's nuclear power program. The County shall perform those actions associated with maintaining emergency preparedness as described in the Federal Emergency Preparedness Requirements and implemented in Annex A of the State Comprehensive Emergency Management Plan and other implementing procedures. The County agrees to implement these requirements professionally and successfully in maintaining the County in a state of readiness.

B. The County and Company shall collaborate in the development of a safety planning booklet, to be distributed to persons within ten-miles of the St. Lucie Nuclear Power Plant. The County and Company shall collaborate in the development and distribution of information for parents of children who attend school within the ten-mile Emergency Planning Zone.

C. The County shall monitor changes in land use and population within the ten-mile Emergency Planning Zone. The County shall provide the Company an update of the population in the Emergency Planning Zone, by geographical boundaries, based on available County records. This population update should be provided in the first quarter of each year. The County shall advise the Company of any change in land use that may warrant a change in the County's planning basis for nuclear power plant emergency response and preparedness or involve inclusion in Annex A of the State Comprehensive Emergency Management Plan. This advisement must be within 90 days following discovery of a significant change in land use.

D. The County shall maintain current radiological emergency plans and implementing procedures for the County as required by Federal Emergency Preparedness Requirements.

E. County personnel assigned emergency response duties shall successfully complete radiological emergency training as required by Federal Emergency Preparedness Requirements and Chapter 15 of Annex A of the State Comprehensive Emergency Management Plan. Documentation of training shall be maintained and made available for inspection upon the request of the Company.

F. The County shall participate in Radiological Preparedness and Response exercises and the evaluation thereof.

G. The Company shall furnish to the County copies of Federal Emergency Preparedness Requirements and any revisions thereto within 90 days following enactment.

H. The County shall invoice the Company per the funding section of this Agreement. The County shall include a financial report that provides the status of the expenditures covered by the Agreement current at time of billing.

II. Funding

Funding will be provided to the County by the Company to enable the County to carry out its responsibilities above, comply with Federal Emergency Preparedness Requirements, and carry out the provisions of the emergency plan mandated thereby.

The parties have agreed to the funding amounts as detailed below. The funding provides that the County will require the sum of $277,991 for fiscal year 2021 and $277,991 for fiscal year 2022 to carry out their responsibilities hereunder.

The Company shall pay the County, upon invoice, an annual amount not to exceed the amount specified below for the reimbursement of costs incurred in the performance of duties associated with maintaining radiological emergency preparedness for the County. Such costs shall only include reasonable and necessary costs associated with maintenance of radiological emergency preparedness for the County.

Fiscal Year October 2020 through September 2021	$277,991.00
Fiscal Year October 2021 through September 2022	$277,991.00
NOT TO EXCEED AMOUNT	$555,982.00

Upon receipt of a County invoice by no later than September 1 of each year covered under this Agreement, the Company shall advance 50% of that fiscal year's budget amount to the County by no later than October 1 of each year covered under this Agreement. Upon receipt of a County invoice by no later than March 1 of each year covered under this Agreement, the Company shall advance the remaining 50% of that fiscal year's budget to the County by no later than April 1 of each year covered under this Agreement.

The County agrees that funds needed for the correction of any "deficiency," as defined by the Federal Emergency Preparedness Requirements, in the County's plans or program will be offset with existing funds from the current approved budget. Funds necessary to implement changes required by the Federal Emergency Preparedness Requirements, Annex A of the State Comprehensive Emergency Management Plan, or local operating procedures will be offset with existing funds to the extent practical. The Company and County shall review and agree on any supplemental funds that may be necessary to meet the change.

In the event the Company and County are unable to resolve differences regarding funding for preparation, testing and implementation of radiological emergency response activities, the parties shall first meet to resolve the dispute. If informal meetings are unsuccessful in resolving the issues, disputes or controversies between the parties arising out of or in connection with this Agreement are subject to litigation. Venue for any litigation arising under this Agreement shall lie in Martin County, Florida.

The Company shall be responsible for providing all funding under this Agreement to the County.

At the end of the term of this Agreement, the County shall either refund all unexpended funds to Company or reflect all remaining interest earned as funds carried forward and apply such funds to any additional term of this Agreement, as appropriate. The County and the Company may also discuss alternatives for disposition of excess funds, provided, however, that such alternatives shall be effective only upon execution of an agreement in writing by the County and the Company.

EXHIBIT A
MARTIN COUNTY
BUDGET AND SCOPE OF WORK
Fiscal Year 2021

COST	AMOUNT	SCOPE OF WORK
Salary & Fringe Benefits	$176,577	Funds are provided for a full time REP administrator, administration and administrative support of the REP program and includes all fringe related costs.
Travel and Per Diem	$6,100	Funds are provided for reimbursement of travel expense for the Emergency Management Director, REP Administrator and Response Personnel to attend meetings, exercises, and training, including trips to FEMA REP meetings and Conferences, Radiological Medical Conference and Task Force meetings.
Telephone Services	$3,100	1/3 cost of communications to include phone equipment, phone numbers and lines, pbx and voice mail support/maintenance. (1) Cell phone on standby, charged at $7.95 per month.
Postage	$350	Freight and postage costs to include the mailing out of Special Needs registration cards. Special Needs roster to home health care agencies for accuracy.
Rental & Leases	$1,270	1/3 cost of Xerox copier lease.
Utility Services	$4,625	1/3 cost of electricity, trash, and garbage at the Public Safety Complex
Repairs/Maintenance	$7,600	Funds are provided for repairs and maintenance of office equipment, building/grounds and vehicle maintenance of the REP vehicle. This is 1/3 of total costs. Pest Control and Office Cleaning.
Printing and Binding	$1,000	Copy charges, and printing of training workbooks for classes.
Other Current Charges	$43894	Funds are provided for salary reimbursement for emergency responses personnel to attend training classes regarding the REP Program, training and consultant fees, to include research on population increases in the evacuation areas, and administrative fees. Fees set forth by Martin County are 8.49% of total Salaries and Benefits.
Office Supplies	$2,000	Funds are for general office supplies, computer supplies, paper, and training materials.

Operations Supplies	$8000	Funds are provided to operate REP's vehicle. Food supplies during exercises and meeting, non-computer supplies and wash down supplies, batteries for radiological instruments and beepers, monitors, fuel, wash down clothing and apparel and equipment. Any other equipment necessary to provide for response or protective action measures. Any other equipment needed to support the REP program.
Road Material and Supplies	$500	Funds are for transient notification signs, maintenance and maps.
Publications and Memberships	$450	Funds are for books, subscriptions, and conference registrations.
Fleet Replacement	$2,025	Funds are for the replacement of the REP vehicle.
Equipment	$20,500	1/3 of total EOC cost for computer infrastructure, EOC - AV Maintenance, EOC terminals, and server replacement.
TOTAL FY 2019	**$ 277,991**	

EXHIBIT A
MARTIN COUNTY
BUDGET AND SCOPE OF WORK
Fiscal Year 2022

COST	AMOUNT	SCOPE OF WORK
Salary & Fringe Benefits	$176,577	Funds are provided for a full time REP administrator, administration and administrative support of the REP program and includes all fringe related costs.
Travel and Per Diem	$6,100	Funds are provided for reimbursement of travel expense for the Emergency Management Director, REP Administrator and Response Personnel to attend meetings, exercises, and training, including trips to FEMA REP meetings and Conferences, Radiological Medical Conference and Task Force meetings.
Telephone Services	$3,100	1/3 cost of communications to include phone equipment, phone numbers and lines, pbx and voice mail support/maintenance. (1) Cell phone on standby, charged at $7.95 per month.
Postage	$350	Freight and postage costs to include the mailing out of Special Needs registration cards. Special Needs roster to home health care agencies for accuracy.
Rental & Leases	$1,270	1/3 cost of Xerox copier lease.
Utility Services	$4,625	1/3 cost of electricity, trash, and garbage at the Public Safety Complex
Repairs/Maintenance	$7,600	Funds are provided for repairs and maintenance of office equipment, building/grounds and vehicle maintenance of the REP vehicle. This is 1/3 of total costs. Pest Control and Office Cleaning.
Printing and Binding	$1,000	Copy charges, and printing of training workbooks for classes.
Other Current Charges	$43,894	Funds are provided for salary reimbursement for emergency responses personnel to attend training classes regarding the REP Program, training and consultant fees, to include research on population increases in the evacuation areas, and administrative fees. Fees set forth by Martin County are 8.49% of total Salaries and Benefits.
Office Supplies	$2,000	Funds are for general office supplies, computer supplies, paper, and training materials.

Operations Supplies	$8,000	Funds are provided to operate REP's vehicle. Food supplies during exercises and meeting, non-computer supplies and wash down supplies, batteries for radiological instruments and beepers, monitors, fuel, wash down clothing and apparel and equipment. Any other equipment necessary to provide for response or protective action measures. Any other equipment needed to support the REP program.
Road Material and Supplies	$500	Funds are for transient notification signs, maintenance and maps.
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Equipment	$20,500	1/3 of total EOC cost for computer infrastructure, EOC - AV Maintenance, EOC terminals, and server replacement.
TOTAL FY 2020	**$277,991**	

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE RADIOLOGICAL EMERGENCY PLAN GRANT FUND REVENUES AND APPROPRIATIONS

WHEREAS, The Martin County Board of County Commissioners has received grant funds from Florida Power and Light Company to support the Martin County Nuclear Planning Program, and

WHEREAS, The County shall be responsible for participation in radiological emergency planning and preparedness activities as specified in the agreement, and

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:						
13975	0000	33720	000		$555,982.00	LOCAL GRANTS/PUBLIC SAFETY
TOTAL:					**$555,982.00**	
APPROPRIATIONS:						
13975	4003	01200	525		$245,635.22	REGULAR SALARIES
13975	4003	02101	525		$15,229.40	FICA
13975	4003	02102	525		$3,561.72	MEDICARE
13975	4003	02200	525		$69,977.02	RETIREMENT
13975	4003	02300	525		$18,750.64	LIFE AND HEALTH
13975	4003	04002	525		$12,200.00	TRAVEL AND PER DIEM
13975	4003	04100	525		$6,200.00	COMMUNICATIONS
13975	4003	04200	525		$700.00	POSTAGE
13975	4003	04402	525		$2,540.00	RENTAL & LEASES
13975	4003	04300	525		$9,250.00	UTILITY SERVICES
13975	4003	04600	525		$15,200.00	REPAIRS/MAINT
13975	4003	04700	525		$2,000.00	PRINTING AND BINDING
13975	4003	04900	525		$87,788.00	OTHER CURRENT CHARGES
13975	4003	05100	525		$4,000.00	OFFICE SUPPLIES
13975	4003	05200	525		$16,000.00	OPERATING SUPPLIES
13975	4003	05300	525		$1,000.00	ROAD MATERIALS AND SUPPLIES
13975	4003	05400	525		$900.00	PUBLICATIONS AND MEMBERSHIPS
13975	4003	04910	525		$4,050.00	FLEET REPLACEMENT
13975	4003	05175	525		$41,000.00	COMPUTER EQUIPMENT
TOTAL:					**$555,982.00**	

DULY PASSED AND ADOPTED THIS 16th DAY OF FEBRUARY, 2021

ATTEST:

Carolyn Timmann, Clerk of the Circuit Court and Comptroller

16-Feb-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 FY2020-2021 FLORIDA INLAND NAVIGATION DISTRICT WATERWAY ASSISTANCE PROGRAM GRANT FOR THE MANATEE POCKET MANAGED MOORING FIELD (GRANT CONTRACT #MA-20-88)

DOCUMENTS REQUIRING ACTION:

- Grant Contract
- Budget Resolution

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

PROJECT NO. MA-20-88

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and Martin County, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Manatee Pocket Managed Mooring Field Part 2. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2022 ("PROJECT PERIOD"),** unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2023. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2022, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than Fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed $200,000.00.

Any modifications to the PROJECT's Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **MULTI-YEAR FUNDING** - The DISTRICT and the PROJECT SPONSOR understand and agree that this project is approved as a multi-year project pursuant to Rule 66B-2.005(4). All funding for the project is eligible to be distributed for up to a total of a three-year period.

The PROJECT SPONSOR must submit an application for funding each subsequent grant cycle, and the application will be subject to the evaluation and rating process each year. Multi-year projects are limited to a maximum of two (2) additional funding requests. Note, a multi-year funding designation does NOT guarantee project funding in subsequent fiscal years.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #90-14) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit E), (4)

submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT were required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the

DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific performance and injunctive relief, and for purposes of determining whether to grant an equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** -Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of twenty-five (25) years from the completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated 25-year life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section

768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

Martin County
Attention: Coastal Engineer, Public Works
2401 SE Monterey Road
Stuart, FL 34996

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:

_____

_____

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

WITNESSES:

_____

_____

Martin County

By: See Page 8.1 Attached

Title: _____

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

EXHIBIT A

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2020

PROJECT COST ESTIMATE
(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Manatee Pocket Managed Mooring Field
Applicant:	Martin County Board of County Commissioners

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Quantity or Total Estimated Cost** **(Number and/or Footage etc.)**	**Applicant's Cost** *(To the nearest $50)*	**FIND Cost** *(To the nearest $50)*
Floating dinghy dock to replace damaged fixed dock	$400,000	$200,000	$200,000

EXHIBIT B

2020
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

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

66B-2.001 Purpose.
Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

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

66B-2.002 Forms.
All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

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

66B-2.003 Definitions.
The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

(28) "TRIM HEARING" means a public hearing required by Chapter 200, F.S., concerning the tax and budget of the District.

(29) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(30) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the

environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11.

66B-2.004 Policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

66B-2.005 Funds Allocation.

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

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

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

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within

the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

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

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

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

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

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

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

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

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

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

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

66B-2.006 Application Process.

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

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

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

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

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

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

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

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

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

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

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

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

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. The District shall consider these applications in accordance with these rules.

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

66B-2.008 Project Eligibility.

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

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

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

9. Derelict Vessel Removal;

10. Waterways related environmental education programs and facilities;

11. Public fishing and viewing piers;

12. Public waterfront parks and boardwalks and associated improvements;

13. Maritime Management Planning;

14. Waterways boating safety programs and equipment;

15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,

16. Environmental restoration, enhancement or mitigation projects; and,

17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

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

1. Landscaping that does not provide shoreline stabilization or aquatic habitat;

2. Restrooms for non-waterway users;

3. Roadways providing access to non-waterway users;

4. Parking areas for non-waterway users;

5. Utilities for non-waterway related facilities;

6. Lighting for non-waterway related facilities;

7. Project maintenance and maintenance equipment;

8. Picnic shelters and furniture for non-waterway related facilities;

9. Vehicles to transport vessels; and,

10. Operational items such as fuel, oil, etc.

11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,

12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,

13. Inlet maintenance.

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

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:

a. Project management, administration and inspection;

b. Design, permitting, planning, engineering or surveying costs for completed construction project;

c. Restoration of sites disturbed during the construction of an approved project;

d. Equipment costs.

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

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

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

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

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 25 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental

entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

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

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

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

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

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

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

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

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

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation

credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

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

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

66B-2.009 Project Administration.

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

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

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

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

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

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

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

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

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

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and

available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

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

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

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

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

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

66B-2.011 Reimbursement.

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

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

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

(b) The maximum application funding assistance amount.

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

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

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

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

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

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

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

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

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

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

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

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

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

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

66B-2.013 Acknowledgement.

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Hold Harmless Waiver: All volunteers, who are not government employees, shall sign a hold harmless waiver Form No. 02-01 (New 7-30-02) as approved by the District and hereby incorporated by reference and available from the District office.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

66B-2.016 Waterways Cleanup Events.

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

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

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

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

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

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

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

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

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

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

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

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

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

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor: _____

Project Title: _____ Project #: _____

Source of Matching Funds: _____
_____

Amount of Matching Funds: _____
_____

I hereby certify that the above referenced project Sponsor, as of October 01, 2018, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 95-01
New 9/9/95 (revised 7-30-02)

EXHIBIT D

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM
PAYMENT REIMBURSEMENT REQUEST FORM

PROJECT NAME: _____ PROJECT #:_____

PROJECT SPONSOR: _____ BILLING #:_____

Amount of Assistance	A.	_____
Less Previous Total Disbursements	B.	_____
and Less Previous Total Retainage Held Balance Available	=	_____

Funds Requested This Disbursement

Funds Requested	C.	_____
Less Retainage (-10% unless final)	D.	_____
Check Amount	=	_____

Amount of Assistance		_____
Less Total Prior and Current Payments Including all retainage held (A-B-C-D)	=	_____
= Balance Remaining		_____

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost

EXHIBIT D (CONTINUED)

SCHEDULE OF EXPENDITURES

Expense Description (**Should correspond to Cost Estimate Sheet Categories in Exhibit "A"**)	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison

Date

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FLORIDA INLAND NAVIGATION DISTRICT

ACH Authorization FORM

CREDIT/DEBIT AUTHORIZATION FORM

I (we) hereby authorize the Florida Inland Navigation District to initiate entries to my (our) checking /savings account at the financial institution listed below, and if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until the Florida Inland Navigation District is notified by me (us) in writing to cancel it in such time to afford the District and the financial institution a reasonable opportunity to act on it.

_____

(Name of Financial Institution)

_____

_____

(Address of the Financial Institution-Branch, City, State, & Zip)

_____ _____

Signature Date

_____ _____

Name-PLEASE PRINT Name of Business/Agency

_____

Address-PLEASE PRINT

Financial Institution Routing Number: _____

Checking/Savings Account Number: _____

These numbers are located on the bottom of your check as follows:

⑆123456⑆ ⑆1234567890⑆21⑈

ROUTING NUMBER ACCOUNT NUMBER

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification

Sponsor:_____

Project Title:_____ Project #:_____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 90-13
(Effective Date: 12-17-90, Revised 7-30-02)

EXHIBIT F

ASSISTANCE PROGRAM PROJECT
QUARTERLY STATUS REPORT
http://www.aicw.org/assistance_programs/cooperative_assistance_programs/docs/exhibit-f-status-report-95-02.docx

PROJECT NO. _____

PROJECT TITLE: _____

PROJECT SPONSOR: _____

REPORT PERIOD			
Oct 1-Dec 20__ ;	Jan-March 20__ ;	April-June 20___ ;	July-Sept 20___
Report Due: (Dec 30)	**(March 30)**	**(June 30)**	**(Sep 30)**

WORK ACCOMPLISHED:

PROBLEMS ENCOUNTERED:

PERCENTAGE COMPLETION:

OTHER NOTABLE ITEMS:

Form No. 95-02
(Effective Date: 7-30-02)

EXHIBIT G
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2010- Project Agreement Executed, Project Initiates.

DECEMBER 30, 2020 First Quarterly Report Due.

- MARCH 30 2021- Second Quarterly Report Due.

Use Quarterly Status Report Form Exhibit F
http://www.aicw.org/assistance_programs/waterway_assistance_programs/index.php

JUNE 30, 2021- Third Quarterly Report Due.

SEPTEMBER 30, 2021 - Fourth Quarterly Report Due.

DECEMBER 30, 2020 Fifth Quarterly Report Due.

- MARCH 30 2022 - Sixth Quarterly Report Due.

JUNE 30, 2022- Seventh Quarterly Report Due.

NOTE: If the project will not be completed and all close out paperwork submitted by September 30th , a request for a 1-year extension of the completion date of the project should be submitted with the June 2022 quarterly report.

SEPTEMBER 1-30, 2022 - Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2022 - End of Grant. All work must be complete closeout paperwork submitted.

October 2022- finish processing closeout paperwork, perform project inspection and submit final reimbursement check and coordinates check presentation with sponsor.

NOTE: ANY MODIFICATIONS to the PROJECT shall require advance notice and prior written approval of the District. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT H

http://www.aicw.org/studies_and_information/bids_files_plans_logos/logos.php#revize_document_center_rz617



BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE FIND MANATEE POCKET MOORING FIELDS REVENUES AND APPROPRIATIONS

WHEREAS, Florida Inland Navigation District (FIND) has awarded a grant in the amount of $200,000 for the purpose of contructing the Manatee Pocket Mooring Field; 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:

FUND

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
REVENUES:						
139948	1307	33730	000	9933A	$200,000.00	Local Grants/Physical Environment
TOTAL:					**$200,000.00**	
APPROPRIATIONS:						
139948	1307	06300	537	9933A	$200,000.00	Improvements Other than Buildings
TOTAL:					**$200,000.00**	

DULY PASSED AND ADOPTED THIS 09th DAY OF MARCH , 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

3/9/2021 DEPT-1
Agenda Date Item Number

Batch Number Input Date

Office of Management and Budget - Supplemental Memo Attachments

Item #9 – PERMISSION TO ACCEPT THE FY 2019-2020 AND FY2020-2021(COMBINED) FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FFWC)-FLORIDA BOATING IMPROVEMENT PROGRAM GRANT (FBIP)-MANATEE POCKET MANAGED MOORING FIELD (AGREEMENT #19030)

DOCUMENTS REQUIRING ACTION:

- Grant Contract
- Budget Resolution

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AGREEMENT NO. 19030

CFDA Title(s): N/A	**CFDA No(s).:** N/A
Name of Federal Agency(s): N/A	
Federal Award No(s): N/A	**Federal Award Year(s):** N/A
Federal Award Name(s): N/A	
CSFA Title(s).: Florida Boating Improvement Program	**CSFA No(s).:** 77.006
State Award No(s).: 19030	**State Award Year(s):** 2019 & 2020
State Award Name(s): Martin County - Manatee Pocket Mooring Field	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**Commission**," and Martin County Board of County Commissioners, FEID # 59-6000743, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, hereinafter "**Grantee**."

WHEREAS, the Commission and Grantee have partnered together to purchase and install forty-two (42) mooring buoys and special purpose buoys and construct a floating dinghy dock to the Manatee Pocket Managed Mooring Field Project; and,

WHEREAS, Grantee has been awarded Florida Boating Improvement Program Agreement #19030; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. PROJECT DESCRIPTION.

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

2. PERFORMANCE.

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph eight (8) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. AGREEMENT PERIOD.

A. Agreement Period and Commission's Limited Obligation to Pay. This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 06/30/2023. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. COMPENSATION AND PAYMENTS.

A. Compensation. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $500,000.00.

B. Payments. The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph ten (10), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

C. **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph ten (10), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. **Match.** Pursuant to grant program guidelines, the Grantee is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.

E. **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

F. **State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.

G. **Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

H. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

I. **Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. **Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. RETURN OR RECOUPMENT OF FUNDS.

A. **Overpayment to Grantee.** Pursuant to Section 215.971(1)(e) &(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager and made payable to the "The Florida Fish and Wildlife Conservation Commission".

B. **Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

A. **Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.

B. **Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

> The Grantee acknowledges that Property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

7. MONITORING.

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment B, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

8. TERMINATION.

A. Commission Termination. The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.

B. Termination – Fraud or Willful Misconduct. This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.

C. Termination – Other. The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

D. Termination - Funds Unavailability. In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

E. Grantee Discontinuation of Activities upon Termination Notice. Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

9. REMEDIES.

A. Financial Consequences. In accordance with Sections 215.971(1)(a) &(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time

frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

B. **Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

10. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:
Grant Manager
Nickie Stricker
Program Administrator
Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, FL 32399
(850) 488-5600
Fax: (850) 488-9282
Email: FBIP@MyFWC.com

FOR THE GRANTEE:
Grant Manager
Kathy Fitzpatrick
Coastal Engineer
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996
(772) 288-5429
Fax: (772) 288-5955
Email: kfitzpat@martin.fl.us

11. AMENDMENT.

A. **Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

B. **Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

C. **Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

12. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

A. Intellectual and Other Intangible Property.

i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.

ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable 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 Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property

This agreement is for the purchase or improvement of real property, therefore the following terms and conditions apply.

i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.

ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.

iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

C. Non-Expendable Property. The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are

circulated to students or the general public, with a value or cost of **$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **$250.00** or more).

ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

D. Equipment and Supplies. The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).

ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.

iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed

13. RELATIONSHIP OF THE PARTIES.

A. Independent Grantee. The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.

B. Grantee Training and Qualifications. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer. The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to

another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

E. Commission Rights to Undertake and Award Supplemental Agreements. Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

14. SUBCONTRACTS.

A. Authority. Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. Grantee Payments to Subcontractor. If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

C. Commission Right to Reject Subcontractor Employees. The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. Subcontractor as Independent Contractor. If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State of Florida.

15. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

A. Disclosure of Interested State Employees and Conflict of Interest. This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. **Convicted Vendors.** Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, 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, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. **Vendors on Scrutinized Companies List.**

i. **Scrutinized Companies.** Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

D. **Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list 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." Section 287.134(2)(a), F.S. Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

E. **Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to

the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

F. Certain Violations of Federal Criminal Law. If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

16. INSURANCE.

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

17. SPONSORSHIP.

As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

18. PUBLIC RECORDS.

A. All records in conjunction with this Grant shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.

B. This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

C. If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:

i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,**

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399

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

iii. Upon request from the Commission's custodian of public records, provide the Commission 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, F.S. or as otherwise provided by law.

iv. 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 Commission.

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

19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Grantee, and any subcontractor to the Grantee, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

20. SECURITY AND CONFIDENTIALITY.

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

21. RECORD KEEPING REQUIREMENTS.

A. Grantee Responsibilities. The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. State Access to Grantee Books, Documents, Papers, and Records. The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. Grantee Records Retention. Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. Grantee Responsibility to Include Records Requirements – Subcontractors. In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. Compliance with Federal Funding Accountability and Transparency. Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: http://www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

22. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment B, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

23. FEDERAL COMPLIANCE.

As applicable, Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants that have been illegally taken, possessed, transported or sold.
iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.

iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

24. FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.

A. Prior Approval to Expend Federal Funds to Federal Agency or Employee. It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.

B. Equal Employment Opportunity. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

C. Davis-Bacon Act. The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

D. Copeland "Anti-Kickback Act. The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, 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.

E. Contract Work Hours and Safety Standards Act. Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **$2,000.00**, and in excess of **$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

F. Rights to Inventions Made Under a Contract or Agreement. 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient

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 the "funding agreement," the recipient or subrecipient 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. Energy Efficiency. Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

H. Debarment and Suspension Contractor Federal Certification. In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Grantee certifies 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; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

I. Prohibition against Lobbying.

i. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, 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, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Grantee also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Grantee with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Grantee has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Grantee shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Grantee shall file an updated declaration with the Commission's Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

ii. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

J. Compliance with Office of Management and Budget Circulars. As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

K. Drug Free Workplace. Pursuant to the Drug-Free Workplace Act of 1988, the Grantee attests and certifies that the Grantee will provide a drug-free workplace compliant with 41 U.S.C. 81.

25. CONTRACT-RELATED PROCUREMENT.

A. PRIDE. In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

> 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 [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. Respect of Florida. In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. Procurement of Recycled Products or Materials. Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

26. PROFESSIONAL SERVICES.

A. Architectural, Engineering, Landscape Architectural, or Survey and Mapping. If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural,

or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

> The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

B. **Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27. INDEMNIFICATION.

If Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Grantee is not a state agency or subdivision as defined above, Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

28. NON-DISCRIMINATION.

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

30. NO THIRD-PARTY RIGHTS.

The Parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

31. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. **Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. **Enrollment in E-Verify.** If Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

D. **E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. Employment Eligibility Verification. Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission 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. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

35. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

36. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

Martin County Board of County Commissioners

(See Attached MC Signature Page)

Signature

Name: _____

Title: _____

Date: _____

Florida Fish and Wildlife Conservation Commission

_____

Executive Director (or designee)

Name: _____

Title: _____

Date: _____

Approved as to form and legality:

Brandy E. Elliott

_____

FWC Attorney Signature

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Requirements of the Federal and Florida Single Audit Acts, Exhibit 1
Attachment	C	Subrecipient Certifications and Assurances
Attachment	D	Cost Reimbursement Requirements
Attachment	E	Boating Access Performance Tracking and Reporting Forms
Attachment	F	Notice of Grant Agreement (Site Dedication)
Attachment	G	Monitoring Guidelines

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

SCOPE OF WORK

1. PROJECT DESCRIPTION

A. Purpose and Background: The Martin County Board of County Commissioners (Grantee) will use grant funds to replace a low freeboard fixed wooden dock with a new floating dinghy dock as well as purchase and install forty-two (42) mooring buoys and special purpose buoys to the Manatee Pocket Managed Mooring Field.

B. Project Benefits: There are significant and lasting benefits that will result from this project, including the addition of much needed affordable public mooring for local and transient boaters, improved water quality by requiring vessels to utilize marine sanitation devices and providing regularly scheduled visits by the Martin Ship Pump Out Operation Program vessel, improved navigation by providing navigational marking and lighting of the anchorage area to keep vessels within appropriate navigational areas, improved boater and public safety with management of the mooring field, improved aquatic resource and infrastructure/personal property protection by eliminating anchor drag by providing permanently installed mooring buoys attached to anchors. In addition, the project will enhance the public's access to upland facilities via the dinghy dock, as well as improve public conveniences onshore by improving access to upland solid waste removal, recycling, parking, showers, restrooms, and laundry facilities. The rehab of the county dinghy dock will increase the public's safe access to the water.

C. Type of Agreement: This is a cost reimbursement agreement in accordance with Cost Reimbursement Contract Payment Requirements attached hereto and made a part hereof as Attachment D. Requirements are outlined in the Department of Financial Services, Bureau of Accounting and Auditing, *Reference Guide for State Expenditures*.

D. Term of Agreement: The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until June 30, 2023. Prior to the end of term, Grantee shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by June 30, 2023.**

2. PROJECT DELIVERABLES

Total payments for all deliverables will not exceed the maximum grant award amount of $500,000.

A. **Deliverable 1**: The Grantee will purchase and construct a mooring field at the confluence of the St. Lucie River/Okeechobee Waterway, the Indian River Lagoon/Atlantic Intracoastal Waterway and the St. Lucie Inlet, within Port Salerno, FL.

Deliverable 1 Tasks:

- Contract with geotechnical contractors to complete necessary borings, calculations, and report for the mooring field anchors;
- Contract with a firm to perform a bathymetric survey of the mooring field area;
- Contract with a qualified Engineering firm to develop specifications and performance standard for the mooring field;
- Provide permitting, labor and materials;
- Purchase and install forty-two (42) mooring anchors, floats, and hardware to accommodate vessels up to forty feet as authorized by a Florida Uniform Waterway Marker Permit;
- Purchase and install eighty-four (84) mooring stabilizers;

- Purchase and install fourteen (14) 100' buffer informational buoys and;
- Purchase and install fourteen (14) boundary markers.

Compensation: Total payment for this deliverable will not exceed $200,000.

Minimum Performance: Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance.

Documentation: Documentation includes an attestation of activities or services rendered, proof of payment, and photos of the new mooring field. See FWC Cost Reimbursement Contract Payment Requirements, Attachment D, for additional details on supporting documentation.

B. **Deliverable 2**: The Grantee will replace existing timber pier with an ADA wheelchair accessible floating dinghy dock.

Deliverable 2 Tasks:

- Contract with geotechnical contractors to complete necessary borings, calculations, and report for the dock piling;
- Contract with a firm to perform a bathymetric survey of the dinghy dock area;
- Contract with a qualified Engineering firm to develop specifications and performance standard for the floating dock system;
- Solicit Bids;
- Provide permitting, labor and materials;
- Demolish existing timber docks;
- Purchase and install new ADA wheelchair accessible floating dock to include an approximately 202 ft low profile floating dock with ADA wheelchair accessible gangways at both ends.

Compensation: Total payment for this deliverable will not exceed $300,000.

Minimum Performance: Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance.

Documentation: Documentation includes an attestation of activities or services rendered, project photos, and proof of payment. See FWC Cost Reimbursement Contract Payment Requirements Attachment D for additional details on supporting documentation.

3. FINANCIAL CONSEQUENCES

A. Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection. Only those tasks completed, or items purchased and received in accordance with the scope of work and within the agreement period of performance will be eligible for reimbursement. Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-compliant with terms and payment will not be processed.

B. In addition to nonpayment for tasks which are not satisfactorily or timely completed, or for failure to correct any project deficiencies, as noted in the final project inspection, the Commission will impose a financial consequence of twenty-five percent (25%) of the total contract amount for

failure to complete any tasks satisfactorily or timely, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission employee verifying that the project was completed according to the project scope of work.

C. Failure of Grantee to have all receipts and evidence of project performance reflecting costs were incurred within the period of performance may jeopardize payment of funds to the Grantee per the Agreement.

D. Following the end of the term of this Agreement, the Grantee shall repay any Program funds received for the Project for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for a period of twenty (20) years. This section shall survive any Agreement termination.

4. PERFORMANCE

A. Permit Requirements: The Grantee agrees to adhere to all federal, state, county and city permit requirements of the Project.

B. Procurement: The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission's grant manager for review prior to soliciting for quotations or commencing any work. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's grant manager, to retain in their own records.

C. Engineering: If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws. The Grantee agrees to adhere to all federal, state, county and city requirements of the Project and all requirements of the 2010 Standards issued pursuant to the Americans with Disabilities Act, 1003 – Recreational Boating Facilities. Standard 235.3 for Accessible Design requires that where boarding piers are provided at boat launch ramps, no fewer than one must be accessible. When compliance with ADA wheelchair accessibility requirements is in question with regard to reimbursable costs under this Agreement, the Commission may engage a third-party engineer at its own expense to review the design and report to the Commission concerning compliance. The Commission's determination based on this review will be final.

D. Construction: If applicable, the Contractor shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this contract and shall provide evidence of such certification upon request.

E. Commencement of Work: The Grantee shall commence work on the Project within ninety (90) days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the Commission.

F. Performance Criteria: The Grantee shall complete the Project as described in this Scope of Work and Florida Boating Improvement Program Applications 19-023 and 20-020, incorporated herein by reference, according to any bid specifications. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.

G. Certificate of Completion: Within thirty (30) calendar days following completion of all Project deliverables, the Grantee shall sign and submit to the Commission's grant manager, a Certification of Completion Statement, attached hereto and made a part hereof as Attachment E, Form 5 which certifies the Project was completed in accordance with the provisions herein. Final photographs shall be submitted with the Certification of Completion Statement, Attachment E, Form 5.

H. Project Close-out Report: In addition to the Certificate of Completion and photos, within thirty (30) calendar days the Grantee shall submit the Project Close-Out Report Form, attached hereto and made a part hereof as Attachment E, Form 6. If any costs were determined by FWC to be ineligible after reimbursement, a refund check is also due within thirty (30) calendar days, mailed to: Grants & Revenue Section, FWC, 620 S. Meridian Street, Tallahassee, Florida 32399 and a photo copy of the check must accompany the Close-Out Report, Form 6.

I. Site Dedication: For construction grants, but not for grants which involve only design, engineering, and permitting, the Grantee agrees to dedicate the project site as a boat access facility for the use and benefit of the public as a condition of receiving funds under this Agreement. The Notice of Grant Agreement Form (Site Dedication) is attached hereto and made a part hereof as Attachment F. If required, the Grantee shall execute and record this document in the official records of the County where the Project is located. As proof of the site dedication. a copy of the recorded document shall be submitted to the Commission in addition to the Certificate of Completion, Attachment E, Form 5.

Final reimbursement or 25% of the award, whichever is greater, shall be withheld until receipt of Site Dedication AND Certificate of Completion. Following this initial site dedication, the project site shall remain a public boat access facility for a period not less than twenty (20) years following the date the Site Dedication was recorded. Land under control other than by ownership by the Grantee (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Grantee as a public boat access facility for the entirety of this site dedication period surviving the Agreement termination. Grantee agrees to secure all authorizations necessary for continuing use and management of the property for the duration of this site dedication period. Title to all improvements shall be retained by the Grantee upon final payment by the Commission.

The Grantee shall repay all funds received for the Project under this Agreement for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for the duration of the site dedication period. Should the Grantee convert all or any part of the Project to other than Commission approved uses prior to the end of this site dedication period, or should the Grantee lose authorization to use and manage the property on which the Project is completed before the end of the site dedication period, the Grantee shall replace the area, facilities, resource or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes or the Grantee loses authorization to use and manage the property on which the Project is completed within the site dedication period and Grantee has not replaced the Project with a like project acceptable to the Commission, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project.

Site dedication, the site dedication period, and all terms of this section survive any Agreement termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

J. Acknowledgement: Upon completion of the Project, and prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain a permanent sign, not less than three (3) feet by four (4) feet in size, displaying the Commission's logo acknowledging the Commission and the Florida Boating Improvement Program as a funding source for the Project. Any other form of acknowledgement must be approved in writing by the Commission's grant manager. Such acknowledgement shall be maintained for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the sign or acknowledgement be damaged, removed or destroyed, the Grantee shall, at its expense, replace it within ninety (90) days. Should the Grantee fail to maintain such acknowledgement other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. The Grantee shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to displaying on site. Language to place on the sign shall include: This Project was funded by the Florida Fish and Wildlife Conservation Commission through the Florida Boating Improvement Program. This section survives any Agreement termination.

K. Directional Signs: Prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain directional signs, approved by the Commission, on main public highways to direct public users to each boating facility funded through the Program regardless of which portion of the Project the Program funded. The Grantee agrees to provide and maintain such signs at its expense for the entirety of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the signs be damaged, removed or destroyed, the Grantee shall, at its expense, replace them within ninety (90) days. Should the Grantee fail to erect and maintain such signs other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This requirement can be waived by the Commission's Grant manager, in writing, if the Grantee receives a written denial from the Florida Department of Transportation for the installation of the signs. This section survives any Agreement termination.

5. BUDGET

A. Project Budget: For satisfactory completion of the tasks and deliverables described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $500,000. All amounts noted in the budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission's Grant manager in writing prior to the deviation. The Grantee shall be reimbursed only for budgeted eligible expenses incurred during the Agreement Period that are directly related to the Project.

Deliverable		FBIP Request	Grantee Cost Share	Total (FBIP + Cost Share)
	Administration (Project Management)	$0	$47,000	$47,000
	Contracted Services	$29,500	$129,500	$159,000
	Permitting & Project Inspection Fees	$0	$0	$0
	Site Preparation	$0	$0	$0
	Demolition & Removal	$0	$0	$0
	Construction	$470,500	$422,500	$893,000

	Equipment (Rental or In-Kind Use)	$0	$0	$0
	Contingency Costs	$0	$0	$0
	Other Costs	$0	$0	$0
	Pre-Award Costs	$0	$13,000	$13,000
	TOTAL	**$500,000**	**$612,000**	**$1,112,000**
	PERCENTAGE	**44.96%**	**55.04%**	**100.00%**

B. Cost Share: The Grantee agrees to provide 55.04% of the cost of the total cost of the project as indicated in FBIP Grant Application No. 19-023 and 20-020, combined. The total compensation by the Commission shall be $500,000 or 44.96% of the total cost, whichever is less.

C. Pre-Award Costs: The Martin County Board of County Commissioners was selected by the Florida Boating Improvement Program Evaluation Committee to move forward in the Florida Boating Improvement Program application process. No pre-award costs are authorized under the terms of this Agreement.

6. COMPENSATION AND PAYMENT

A. Fee Schedule: This section is not applicable

B. Travel Expenses: No travel expenses are authorized under the terms of this Agreement.

C. Cost Reimbursement: This is a cost reimbursement agreement. The total approved estimated project cost for the Project is $1,112,000. The Commission agrees to reimburse the Grantee for an amount not to exceed $500,000 or 44.96% of the total cost for the Project, whichever is less for satisfactory completion by the Grantee of the Project. The Grantee agrees to provide a minimum of $612,000 or 55.04% toward completion of the Project and shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project.

D. Invoice Schedule and Payment: Invoices may be submitted upon the completion of at least one deliverable listed in the scope of work. The Commission shall have up to thirty (30) days to inspect and approve the Project's deliverables once reported complete by the Grantee. If there are deficiencies noted in the Project inspection, these shall be corrected by the Grantee prior to payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

Within thirty (30) days of completion of all Project deliverables, the Grantee shall report the Project complete by submitting all required documentation for reimbursement and Close-out. **Final payment shall be contingent upon the Commission's Grant manager receiving and accepting the:**

- **Final Request for Reimbursement (Attachment E, Form 2) and supporting documentation,**
- **Certification of Completion Form (Attachment E, Form 5) with required photos,**
- **Close-Out Report (Attachment E, Form 6),**
- **FWC final inspection of the Project, and**
- **Recorded Notice of Grant Agreement (Attachment F) reflecting site dedication, if required, as described herein.**

Final reimbursement or 25% of award, whichever is greater, shall be withheld until receipt and acceptance of all required documents.

E. Forms and Documentation: After receiving acceptance of deliverable completion from the Commission's Grant manager, the Grantee may submit a Reimbursement Request, Attachment E, Form 2.

Grantees shall submit a Detail of Claims, Attachment E, Form 3 for each deliverable requested for reimbursement. Reimbursement forms and supporting documentation must clearly identify the dates of services, a description of the specific Agreement deliverable(s) provided during the reporting period, an itemized list of expenditures, budget category of each expenditure, the payment amount requested as match or grant reimbursement, the Commission's Agreement Number and the Grantee's Federal Employer Identification (FEID) Number.

The Grantee must submit and maintain original supporting documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under any other state or federal funding source. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, original receipts, invoices, cancelled checks or EFT records, bank statements or copies of general ledgers. See FWC Cost Reimbursement Contract Payment Requirements for additional details on supporting documentation which is attached hereto and made a part hereof as Attachment D.

The Commission's grant manager shall have up to ten (10) days to review and approve the invoice for payment. Any errors or insufficient supporting documentation included with the invoice will delay payment and the thirty (30) days to review by the Commission may begin again.

7. MONITORING SCHEDULE

A. Compliance Monitoring and Corrective Actions: The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. For additional information see Attachment G Monitoring Guidelines. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice within thirty (30) days. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice or submit a Corrective Action Plan if additional time is required. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.

B. Site Inspections: The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission's grant manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's grant manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for reimbursement.

The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement and for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility. This section shall survive any Agreement termination.

C. Project Maintenance: The Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in this Agreement for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. This section shall survive any Agreement termination.

D. Project Progress Reports: Starting the first quarter after the date the Agreement is executed, the Grantee shall submit to the Commission, on a quarterly basis, Quarterly Reports outlining the progress of the Project (financial and programmatic), identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Quarterly Report Forms attached hereto and made a part hereof as Attachment E, Form 1A & 1B. Progress report are required until the Certification of Completion is submitted, even if work is complete. Reports are due to the Commission's grant manager according to the following schedule:

Reporting Period	**Report due by:**
January through March	April 15th
April through June	July 15th
July through September	October 15th
October through December	January 15th

E. Annual Reports: Following completion of a Construction Project, but not a project that involves only design, engineering, and permitting , the Grantee shall submit to the Commission an annual report on June 30th of each year until the end of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. The Post Award Use and Access Annual Report Form attached hereto and made a part hereof as Attachment E, Form 7 shall be used to fulfill this annual requirement and shall be sent electronically to FBIP@MyFWC.com or by mail to Attn: FBIP Administrator, FWC, 620 S. Meridian St., Tallahassee, FL 32399. This annual report shall include a description of the condition of any facilities funded with Program funds including any major repairs to the facilities; the amount of revenue collected from any permits or fees for the use of the facilities; and an estimate of the number of users of the facilities. Should the Grantee fail to complete and submit these annual reports, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This section survives any Agreement termination.

8. INTELLECTUAL PROPERTY RIGHTS

No additional requirements. Refer to Section 12 of the Agreement.

9. SUBCONTRACTS

Subcontractors shall be reported to the Commission's Grant manager on the Subcontractor List, Attachment E, Form 8 prior to commencing work. Grantees shall additionally submit a No Conflict of Interest statement for each subcontractor to the Commission's Grant manager. Refer to Section 14 of the Agreement.

10. INSURANCE

No additional requirements. Refer to Section 16 of the Agreement.

11. SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 20 of the Agreement.

12. RECORD KEEPING REQUIREMENTS

Records shall be maintained for ten (10) years following the completion of a construction Project, or five (5) years following the completion of a non-construction Project. Completion of the Project has occurred when all reporting requirements are satisfied, and final payment has been received by the Grantee, as documented by the date of the Closeout Letter issued by the FWC Grant manager. Refer to Section 21 of the Agreement.

13. NON-EXPENDABLE PROPERTY

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at $1,000 or more for performance under this Agreement.

14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

Refer to Section I, Site Dedication, above in Section 4, Performance.

15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

A. Fees: The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement as well as the term of the site dedication period in Section I, Site Dedication, above in Section 4, Performance to ensure that fees are comparable and reasonable, and that funds collected are not reallocated or diverted to any non-boating access related purpose. This section survives any Agreement termination.

B. Drug-Free Workplace Requirement for Construction Contractors: Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.

C. Contractor Eligibility: All contractors shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this Agreement and shall provide evidence of such certification to the Commission upon request.

(Remainder of page left blank intentionally.)

Attachment B
AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Grantee may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Grantee will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter "OMB Uniform Guidance" and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Agreement, the Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. If this Agreement includes a Federal award, then the following provisions apply:

A. This part is applicable if the Grantee is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.

B. In the event that the Grantee expends **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Grantee must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Grantee shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Grantee conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.

C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.

D. If the Grantee expends less than **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **$500,000.00** (**$750,000.00** for fiscal years beginning on or after

December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than Federal entities).

E. Such audits shall cover the entire Grantee's organization for the organization's fiscal year. Compliance findings related to agreements with the Commission shall be based on the agreement requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission agreement involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.

F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each agreement with the Commission in effect during the audit period.

G. If the Grantee expends less than **$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than Federal entities).

H. A web site that provides links to several Federal Single Audit Act resources can be found at: http://harvester.census.gov/sac/sainfo.html

PART II: STATE FUNDED. If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Grantee is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

A. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of **$750,000.00** (**$500,000.00** in fiscal years prior to July 1, 2016) in any fiscal year of such Grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

C. If the Grantee expends less than **$750,000.00** (**$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Grantee expends less than **$750,000.00** (**$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than State entities).

D. Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/.

E. Grantee shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

Office of Inspector General
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600

PART III: REPORT SUBMISSION

A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Grantee directly to each of the following at the address indicated:

1. The Commission at the following address:

   Office of Inspector General
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.

B. Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the

audit report, indicate the date that the Grantee received the audit report); copies of the reporting package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Grantee directly to each of the following:

1. The Commission at the following address:

   Office of Inspector General
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2) The Auditor General's Office at the following address:

   Auditor General's Office
   G74 Claude Pepper Building
   111 West Madison Street
   Tallahassee, FL 32399-1450

D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Agreement shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Grantees and sub-Grantees, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee/sub-Grantee in correspondence accompanying the reporting package.

- End of Attachment –

Exhibit 1
FEDERAL AND STATE FUNDING DETAIL

FEDERAL RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program(s) Funds		
CFDA #	**CFDA Title**	**Amount**
	Total Federal Awards	

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program(s) Compliance Requirements	
CFDA #	**Compliance Requirements**

STATE RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	**CFDA Title**	**Amount of Matching Funds**
	Total Matching Funds Associated with Federal Programs	

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	**CSFA Title**	**Amount**
77.006	Florida Boating Improvement Program (FBIP Guidelines, January 2015)	$200,000
77.006	Florida Boating Improvement Program (FBIP Guidelines, July 2019)	$300,000
	Total State Awards	$500,000

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State Project(s) Compliance Requirements	
CSFA #	**Compliance Requirements**
77.006	Recipient must comply with Florida Boating Improvement Program Guidelines, January 2015
77.006	Recipient must comply with Florida Boating Improvement Program Guidelines, July 2019

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Grantee.

- End of EXHIBIT 1 -

Attachment C
SUBRECIPIENT CERTIFICATIONS AND ASSURANCES

The Commission will not enter this Agreement unless Subrecipient completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Agreement, Subrecipient provides the following certifications and assurances:

A. Debarment and Suspension Certification (2 CFR Part 1400)

B. Certification Regarding Lobbying (31 U.S.C. 1352)

C. Certification Regarding Public Entity Crimes (section 287.133, F.S.)

D. Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (as applicable to recipients and subrecipients of federal financial assistance)

E. Certification Regarding the Scrutinized Companies List (section 287.135, F.S.) (as applicable)

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Subrecipient certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a 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;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If Subrecipient is unable to certify to any of the statements in this certification, Subrecipient shall attach an explanation to this Agreement.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Subrecipient certifies, to the best of his or her knowledge and belief, that:

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 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.

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 employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. 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.

C. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Subrecipient hereby certifies that neither it, nor any person or affiliate of Subrecipient, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Subrecipient understands and agrees that it is required to inform the Commission immediately upon any change of circumstances regarding this status.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
(If Subrecipient is a Recipient or Subrecipient of Federal Financial Assistance)

Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Subrecipient (if not an individual) will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees concerning:
    a. The dangers of drug abuse in the workplace.
    b. The policy of maintaining a drug-free workplace.
    c. Any available drug counseling, rehabilitation and employee assistance programs.
    d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph D.1. of this certification.

4. Notifying the employee in the statement required by paragraph D.1. of this certification that, as a condition of employment under the Agreement, the employee will:
    a. Abide by the terms of the statement.

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Manager on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract or Grant.

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

If the Subrecipient is an individual, the Subrecipient certifies that:

1. As a condition of the grant, Subrecipient will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Subrecipient will report the conviction, in writing, within 10 calendar days of the conviction, to the Commission When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

E. CERTIFICATION REGARDING the SCRUTINIZED COMPANIES LISTS, SECTION 287.135, F.S.

If this Grant is in the amount of $1 million or more, in accordance with the requirements of section 287.135, F.S., Subrecipient hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S. Subrecipient also hereby certifies that it is not engaged in business operations is Cuba or Syria.

Subrecipient understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Subrecipient to civil penalties, attorney's fees, and/or costs.

If Subrecipient is unable to certify to any of the statements in this certification, Subrecipient shall attach an explanation to this Grant.

By signing below, Subrecipient certifies the representations outlined in parts A through E above are true and correct.

_____

(Signature and Title of Authorized Representative)

_____
Subrecipient Date

_____
(Street)

_____
(City, State, ZIP Code)

Attachment D
COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the apporoved contract budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the contract.

FWC is required to maintain the detailed supporting documentation in support of each request for cost reimbursement and to make it available for audit purposes. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved contract budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. FWC may require more detailed documentation as deemed appropriate to satisfy that the terms of the contract have been met.

Listed below are types and examples of supporting documentation:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

For cost reimbursement contracts with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

Quarterly Financial History, Performance, & Status Report (Form 1A and Form 1B):

The reporting requirements noted in this section are designed to provide the state with sufficient information to monitor grant implementation and goal achievement. To support effective monitoring of the grant, progress reports must be:

1. Completed on a quarterly basis. In order to be considered in compliance with the terms of the Agreement, the required reports must be submitted no later than **15** days after the end of each Quarterly Reporting period.
2. These reports are to include, but not be limited to, the work that has been completed, the work in progress and the timeline of the work left to be completed. If any delays from the original timeline have occurred, specify the reason and revise the completion timeline. Note if ahead of schedule or unexpected cost savings.
3. If expenditures do not occur during the Quarter being reported, a Quarterly Report should still be submitted along with a complete explanation on Forms **1A** and **1B**. Not submitting Quarterly Reports can result in a delay of receiving funds. No funds will be dispersed until all Quarterly Reports are current.

FORM 1A

Completing the Quarterly Report

1. Fill in the Recipient/Subrecipient contact information to the left: Agency/Organization Name, Address, POC Name and Phone number.
   Fill in the Agreement number and select the appropriate reporting period and year being reported on using the drop box menu below agreement
2. number.

Financial History

For each applicable category identify the amount allocated, quarterly funds expended, and total funds expended to date. All shaded cells will auto-populate.

- **Amount Allocated:** Should be aligned with your current budget. Requests for a revised budget shall be preapproved by the FWC Grant Manager and may require execution of an Amendment to the Funding Agreement to modify scope and/or budget.
- **Quarterly Funds Expended:** Should reflect total funds **expended during the period** for which you are reporting.
- **Total Funds Expended:** Should reflect the entire amount of funds **expended up to the last day** of the reporting period.
- **Expenditure(s) Completion Percent:** Will auto-populate and reflect the percent of funds expended based on Amount Allocated and Total Funds Expended.
- **Remaining Balance:** Will auto-populate and reflect the remaining balance based on Amount Allocated and Total Funds Expended.

Performance Tracking

For the Performance Tracking section of the reporting form, each Project budgeted on this Agreement should be reported separately to reflect the current status.

- **Project Tile:** Identify each project title, (i.e. Moore Haven Marina Seawall, Old Ferry Dock Boat Ramp, etc.)
- **Category:** Select the category associated with the project from the drop-box menu. If the project is associated with multiple categories list the project multiple times on the Project Title section and report accordingly. (i.e. Administration, Contracted Services, Permitting & Inspection Fees).
- **Start Date:** This date should identify the actual start date of the project, if the project has not started list the projected start date.
- **Projected End Date:** List the anticipated end date of the project and/or actual end date of the project.
- **Percentage Completed:** Identify progress made by utilizing percentages, showing how far or near the project is to completion. (0% to 100% scale). For non-construction projects this may be estimated, and for construction projects refer to AIA G-702 form.
- **Funds Allocated (Budget):** Funds allocated should reflect the amount of funds allocated for each project category and should be in agreement with your current budget. If not, submit a request for a revised budget. Requests shall be preapproved by the FWC Grant Manager and may require execution of an Amendment to the Funding Agreement to modify scope and/or budget.
- **Project Status:** Select the appropriate status of the project from the drop-box menu. If Delays, Issues, or Cancellations are selected, please expand on it in the narrative portion of the reporting form.
- **Cumulative Amount Previously Submitted for Reimbursement** Should reflect the total amount of all claims that have been submitted for reimbursement to date. **Total Received** Should reflect the total amount of funds received to date.

******Both Grant Manager and Financial Officer should verify and sign off on this section. ******

STATE OF FLORIDA
FWC BOATING ACCESS GRANTS

GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS

FORM 1B

Project Status for Reporting Quarter

Provide a detailed narrative status update for all projects.

Timeline of Events for Reporting Quarter

List project activities and milestones (i.e. P.O., Contract Executed, etc.) by date, followed by a brief description of the milestone. Also include whether the project will be completed on schedule. If not, indicate the timeframe for completion, reason for the delay and the effect of these challenges on the remaining schedule for achieving the other objectives of the project.

Other

List any additional project information.

Technical Assistance

If technical assistance is needed, please indicate the type of technical assistance required.

Recipient/Subrecipient POC needs to sign certifying that the information provided within the quarterly report is true and the cost(s) are valid cost(s) incurred in accordance with the Project Agreement.

FORM 2

Completing Reimbursement Request FORM 2

1. Fill in the Recipient/Subrecipient contact information to the left: Agency/Organization Name, Address, POC Name and Phone Number.
2. Fill in the Agreement number and reimbursement information.

- **Agreement Amount:** Should reflect the amount of the actual Agreement.
- **Submission Date:** Date reimbursement request is sent to State Administrative Agency for processing.
- **Payment #:** Should be the numeric value representing the reimbursement submission in sequential order. (i.e. 1,2,3....etc.)
- **Payment Amount:** Should reflect the total amount being requested for reimbursement.
- **Funds Expended During the Period:** This should reflect the timeframe funds were expended for the purchase and/or service.
- **Category Table:** This should reflect the amount claimed against each category.
- **Total Expenditures:** Should auto-populate and reflect the amount being claimed.

FORM 3

Detail Of Claims

1. Fill in your Agency/Organization Name and Agreement number.

2. Complete this form separately for each category claimed. Select the appropriate category and itemize all costs within that category that are applicable to the reimbursement request.
   - **Vendor:** Indicate the vendor used for purchase/service.
   - **Date Paid:** Date should indicate the date the payment was made for the purchase and/or service.
   - **Check #:** Indicate check number or payment form if check was not utilized. (i.e. ETF for electronic funds transfer)
   - **Description:** Brief description of purchase/service provided.
   - **Amount:** This should only indicate the amount claiming for reimbursement. If the amount claiming is less than the invoice or check, indicate indicate that on description section or notate on backup document.

FORM 4

Instructions for Completing the Time and Effort Reporting (if applicable)

- According to Federal cost principals employees/contract employees who are paid in full or partially from federal sources must document their time in the form of personnel activity reports (Time and Effort Reports).

STATE OF FLORIDA
FWC BOATING ACCESS GRANTS

GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS

- All subrecipient Agreements that contain Administration cost are required to submit a Time and Attendance Report as part of their reimbursement packet. This includes when Administration/Contract Management are claimed as In-Kind Cost Share (Match).
- The Time and Effort Report must account for all activity in which the employee/contract employee is being compensated and not merely the activity being requested for reimbursement to a specific Funding Agreement.
- The report should reflect an after-the-fact distribution of time associated with each activity/project by the employee/contractor.
- Subrecipients must use the attached Time and Effort Reporting to account for an employee/contractor actual time by activity/project and must account for 100% of the time the individual is being compensated from the grant.
- Charges for sick time, vacation, holiday and all costs associated with fringe benefits or employee related expenses shall be allocated at proper percentages. A Recipient/Subrecipient may not charge more hours to a Funding Agreement for such expenses than that Recipient/Subrecipient is charged for the employee/contract employee compensation. As an example, if a Time and Effort Report shows that he or she spent 8 hours of his or her time on boating access project activity, no more than the corresponding percentage (activity time divided by contracted hours) of his or her fringe benefit charges may be applied to that Funding Agreement. If that employee/contract employee is paid from multiple boating access projects, fringe benefit charges may only be applied to each individual project Funding Agreement at the percentage that the employee/contract employee's time is charged to each individual project Funding Agreement.
- Subrecipients are responsible for the proper allocation to Administration charges as they relate to personnel costs. Grant guidance should be used as a resource to determine the differences and allowability. Supervisors signing the Time and Effort Report are attesting that the report and distribution of time meets the requirements as stated in grant guidance, and your Funding Agreement.

FORM 5

Instructions for Completing the Certification of Completion Statement

- Indicate the grant program from which funding was received.
- Enter FWC Agreement number if not already populated.
- Print your name and title and the entity name which is reflected on the funding agreement.
- Sign and date form. Within thirty (30) days of completion of the project, submit Form 5 to the FWC grant manager **with photos** documenting the project to include all deliverables which received funding from the grant. FWC will complete the rest of the form.

FORM 6

Completing the Final Project Closeout Report

Fill in the Subrecipient contact information: Subrecipient Agency/Organization Name, Address, Agreement #, Agreement Amount, Agreement Period of Performance (Execution date to end date).

- **Total Expenditures:** Indicate the amount expended per category and cumulative amount expended.
- **Agreement Amount:** Agreement amount taking account any modification made to the agreement.
- **Deobligated Funds:** Cumulative amount of funds not being used and will be reverted back to the state.

Date Expenditure(s) Payment Received

Indicate the date(s) that your payment(s) from the State for your reimbursement request(s) was/were received by your organization and the amount of the payment.

- **Was income earned on the project during the Period of Performance?:** Program income is gross income earned by a Recipient/Subrecipient that is directly generated by a grant-supported activity, or earned as a result of the grant, during the grant period. Was incomes earned as defined? If yes, include a check for the income with the close-out report.
- **Were Funds Expended in accordance with Agreement terms?:** All expenditures should be in accordance with applicable policies and procedures: Federal, State, and Local level, including agreement terms. If any costs were reimbursed but determined later to be ineligible for funding, refund of funds is required within thirty (3) calendar days of completion of the project.
- **All Quarterly reports submitted up to current reporting period:** Quarterly reports must be submitted from the period in which the Agreement was executed up to the period in which the close-out is approved. If close-out approval process is extended into an additional quarter due to corrections needed by the Recipient/Sub-Recipient, the Recipient/Sub-Recipient must submit a report for that additional period.

Program Income, Refund And/or Final Interest Check

Any funds owed to the FWC must be returned within thirty (30) calendar days of project completion. Please contact your grant manager if you owe the FWC funds for any reason.

Grant Manager and Financial Officer needs to sign certifying that the information provided within the close-out is true and the cost(s) are valid cost(s) incurred in accordance with the Agreement.

FORM 7

Post Award Use & Access Annual Report

Fill in the Subrecipient contact information: Subrecipient Agency/Organization Name, Address, Agreement #, Agreement Amount, Agreement Period of Performance (Execution date to end date).

- **Total Expenditures:** Indicate the amount expended per category and cumulative amount expended.
- **Agreement Amount:** Agreement amount taking account any modification made to the agreement.
- **Deobligated Funds:** Cumulative amount of funds not being used and will be reverted back to the state.

FORM 8

Subcontractor List

- Fill in the names of any companies which are intended to be selected to implement work under this Agreement. Submit list to Grant Manager prior to entering into a contract so that applicable review and verification may be completed. Include the DUNS (Dun & Bradstreet) or Unique Identifier for each company.

FWC BOATING ACCESS GRANTS
Financial History and Performance Tracking
FORM 1A

Recipient/Subrecipient
Agency/Organization
Street Address
City, State Zip
POC Name
POC Phone

AGREEMENT#	19030

QUARTERLY REPORTING DUE DATES		
(Drop box list below select the quarter of activity being reported along with year)		
Period:	Select Period of Performance	

Financial History Report

For directions click link Instructions

Shaded cells are calculated for you. You do not need to enter anything into them.

Category	Total Allocated	Quarterly Funds Expended	Total Funds Expended	Expenditure(s) Percent	Remaining Balance
Administration Costs (max 5% of total)				#DIV/0!	$ -
Contracted Services				#DIV/0!	$ -
Permitting & Project Inspection Fees				#DIV/0!	$ -
Site Preparation				#DIV/0!	$ -
Demolition & Removal				#DIV/0!	$ -
Construction				#DIV/0!	$ -
Equipment (Rental or In-Kind Use)				#DIV/0!	$ -
Contingency Costs				#DIV/0!	$ -
Other Costs				#DIV/0!	$ -
Pre-Award Costs				#DIV/0!	$ -
Total Expenditures					**$ -**

Performance Tracking

Project Title	Category	Start Date	Projected End Date	Percentage Completed	Funds Allocated (Budget)	Project Status
TOTAL ***(or Average Percentage)***				**#DIV/0!**	**$ -**	

Cumulative Amount Previously Submitted for Reimbursement _____ Total Received _____

I hereby certify that the above cost are true and valid cost incurred in accordance with the project agreement.

Signed:_____ Date:_____

Grant Manager

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed:_____ Date:_____

Financial Officer

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 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.

FWC BOATING ACCESS GRANTS
Quarterly Status Report
FORM 1B

Recipient/Subrecipient

Agency/Organization

Street Address

City, State Zip

POC Name

AGREEMENT# 19030

INSTRUCTIONS

For instructions on completing

click the HELP button

PROJECT STATUS (Provide a status for each Category with an allocation. i.e. Permitting, Demolition, Construction, etc.)

TIMELINE OF EVENTS FOR REPORTING PERIOD

OTHER (Optional) - Can report internal expenditures not yet claimed and/or any projected balance, project delays and reason (i.e. cost savings, permits, etc.).

TECHNICAL ASSISTANCE

Is technical assistance needed: _____ If "yes", are you requesting, onsite visit or phone call _____

I hereby certify that the above information provided are true and the cost(s) are valid cost(s) incurred in accordance with the project agreement.

Signed:_____ Date: _____

Grant Manager

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.

FWC BOATING ACCESS GRANTS
REIMBURSEMENT REQUEST
FORM 2

Recipient/Subrecipient
Agency/Organization
Street Address
City, State Zip
POC Name
POC Phone

AGREEMENT# 19030

Agreement Amount	
Submission Date	
Reimbursement #	
Requested Amount	

COSTS INCURRED DURING THE PERIOD OF: _____ **THROUGH** _____

Shaded cells are calculated for you. You do not need to enter anything into shaded cells.

THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM

	Total Cost	Match/Cost Share	Other	Grant Cost (FBIP/BIGP/SFR)
Administration Costs (max 5% of total)				
Contracted Services				
Permitting & Project Inspection Fees				
Site Preparation				
Demolition & Removal				
Construction				
Equipment (Rental or In-Kind Use)				
Contingency Costs				
Other Costs				
Pre-Award Costs				
Totals	$ -	$ -	$ -	$ -
Percentage	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed:_____ Date: _____

Grant Manager

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed:_____ Date: _____

Financial Officer

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 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.

TO BE COMPLETED BY FWC STAFF

AGREEMENT AMOUNT	
PREVIOUS PAYMENT(S)	#VALUE!
THIS PAYMENT	
REMAINING BALANCE	#VALUE!

TOTAL AMOUNT TO BE PAID

ON THIS INVOICE

DATE SUBMITTED TO FWC _____

FWC BOATING ACCESS GRANTS

DETAIL OF CLAIMS BY CATEGORY

FORM 3

Complete this form once for each category claimed in this reimbursement request. Itemize each expense that makes up the total claimed for that category.

Recipient/Subrecipient: Agency/Organization **AGREEMENT #** 19030

COST INCURRED DURING THE PERIOD OF: January 0, 1900 **THROUGH** #VALUE!

Category	VENDOR	DATE PAID	CHECK # or EFT	DESCRIPTION	Match/Cost Share	Grant Cost (FBIP/BIGP/SFR)
				TOTAL EXPENDITURES	$ -	$ -

FORM MUST ACCOMPANY THE REIMBURSEMENT REQUEST

FWC BOATING ACCESS GRANTS
TIME AND EFFORT
FORM 4

This form is required to accompany reimbursement claims for salaries credited as match/cost share to the grant.

Employee Name: _____

Pay Period: _____ TO _____ **Indicate Contracted Hours for Pay Period** _____

		Week 1								Week 2								Grand Total
	Hours Type	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	Administration Costs (max 5% of total)								0								0	0
2	Vacation								0								0	0
3	Sick Time								0								0	0
4									0								0	0
5									0								0	0
6									0								0	0
7									0								0	0
8									0								0	0
9									0								0	0
10									0								0	0
11									0								0	0
12									0								0	0
13									0								0	0
14									0								0	0
	Daily Totals	0	0	0	0	0	0	0	**0**	0	0	0	0	0	0	0	0	0
									Week One Total								**Week Two Total**	**0**

I hereby certify that the above allocation of my time is accurate for the time period in which this report covers.	I hereby certify that to the best of my knowledge and belief, the reported time allocation entered in this report is accurate and in accordance with Local, State, and Federal Regulations and Guidance as applicable pertaining to reimbursement on Boating Access Grants.
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 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.

STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
FORM 5
CERTIFICATION OF COMPLETION STATEMENT

Grant Program: **FWC Agreement #** 19030

_____ Boating Infrastructure Grant Program (BIGP)
_____ Florida Boating Improvement Program (FBIP)
_____ Sportfish Restoration Program (SFR)

I, _____
(Print or Type Name and Title)

representing _____
(Name of Recipient Agency/Entity)

do hereby certify that the project funded by FWC Agreement # 19030 has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

_____ _____
(Signature) (Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

CERTIFICATION BY COMMISSION

I certify: That to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

_____
(Division)

_____ _____
(Signature) (Date)

_____
(Print ot Type Name and Title)

Inspected: _____ Yes _____ No or N/A _____ Engineer Reviewed

_____ _____
(Name of Inspector/Engineer) (Date of Inspection)

STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
PROJECT CLOSE-OUT REPORT
FORM 6

This form should be completed and submitted to the Commission no later than **thirty (30) days** after completion of projects or the termination date of the Agreement, whichever occurs first.

Agency/Organization	**19030**
RECIPIENT / SUBRECIPIENT	AGREEMENT #
Street Address	**$ -**
ADDRESS	AGREEMENT AMOUNT
City, State Zip	
CITY AND STATE	AGREEMENT PERIOD OF PERFORMANCE

(1) COST CATEGORIES	(2) TOTAL EXPENDITURES
Administration Costs (max 5% of total)	
Contracted Services	
Permitting & Project Inspection Fees	
Site Preparation	
Demolition & Removal	
Construction	
Equipment (Rental or In-Kind Use)	
Contingency Costs	
Other Costs	
Pre-Award Costs	
Total	$ -

(3) DATE EXPENDITURE(S) DATE*	(4) PAYMENT RECEIVED AMOUNT
Total	$ -

Please Indicate Amounts For The Following:

Agreement Amount	$ -
Total Expenditures	$ -
Deobligated Funds	$ -

Was income earned on the project during the POP? Y/N

Were funds expended in accordance with agreement terms? Y/N

All quarterly reports submitted up to current reporting period? Y/N

Certification of Completion & photos submitted? Y/N

REFUND AND/OR PROGRAM INTEREST CHECK

Refund and/or final program income check is due no later than thirty (30) days after the completion of the project.

Date Form 5 signed by Recipient: **01/00/00**

Make check payable to : **Florida Fish & Wildlife Conservation Commission**

Grants & Revenue Section
Florida Fish & Wildlife Conservation Commission
620 S. Meridian Street
Tallahassee, FL 32399

Is documented match/cost share sufficient? Y/N

I hereby certify that the above cost(s) are true and valid cost(s) incurred in accordance with the project agreement

Signed: _____ **Date:** _____

Grant Manager

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____ **Date:** _____

Financial Officer

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 State or 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.

STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
POST AWARD USE & ACCESS ANNUAL REPORT
FORM 7

Recipient: _____ **FWC AGREEMENT #** _____

Project Title: _____

Project Address: _____

Agreement End Date: _____

Useful Life End Date: _____

Reporting period is the July 1-June 30 state fiscal year.

Provide a description of the condition of any facilities funded with Program funds including any major repairs to the facilities.

Indicate the amount of revenue collected from any permits or fees for the use of the facilities. $ Is this amount Actual or Estimated?

If there is any anticipated permit or fee increase/decrease, please provide the current and proposed amounts, and the reason for the change.

Estimate the number of annual users of the facilities.

The FWC Funding Agreement Acopes of Work stipulate in Section 15, SPECIAL PROVISIONS FOR CONSTRUCTION PROJECTS that the Commission will ensure funds collected are not reallocated or diverted to any non-boating access related purpose.

I hereby certify that the above report is true and correct to the best of my knowledge as of this date in accordance with the project Agreement, and that the fees generated from use of the grant funded project(s) were expended for the operation and maintenance of the project in this Agreement.

Signed: _____ Date: _____

Title: _____

Submitted by: _____

Title: _____

STATE OF FLORIDA
FWC BOATING ACCESS GRANTS
SUBCONTRACTOR LIST
FORM 8

In accordance with FWC Funding Agreement Section 14, SUBCONTRACTS, "The (Recipient/Subrecipient) must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the (Recipient/Subrecipient) reserves the right to reject any subcontractor."

In accordance with FWC Funding Agreement Section 15, MANDATORY DISCLOSURES, the Commission may verify the entities listed below against the convicted, suspended or discriminatory complaints vendor list.

If applicable, in accordance with FWC Funding Agreement Section 24, FEDERAL FUNDS, the Commission may verify the entities listed below are not Debarred, Suspended, Ineligible or Voluntarily Excluded from participation in this transaction. The Commission may request documents to support adherence to E-Verify or any other applicable federal requirement of this Agreement.

Vendor/Contractor	Vendor/Contractor
DUNS/Unique Entity ID	DUNS/Unique Entity ID
Vendor/Contractor	Vendor/Contractor
DUNS/Unique Entity ID	DUNS/Unique Entity ID
Vendor/Contractor	Vendor/Contractor
DUNS/Unique Entity ID	DUNS/Unique Entity ID
DUNS/Unique Identifier	DUNS/Unique Identifier
DUNS/Unique Entity ID	DUNS/Unique Entity ID

NOTICE OF GRANT AGREEMENT / SITE DEDICATION

This Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission, under the grant program called the Florida Boating Improvement Program (FBIP). In accordance with Chapter 68-1.003, F.A.C., and the Program Guidelines of the FBIP, the Property is hereby dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

DEDICATOR

Original signature	Witness
Printed Name	Printed Name
Title	Witness
Date	Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____, who is personally known to me or who produced _____ as identification.

Stamp:

_____
Notary Public, State of Florida

Monitoring Guidelines

Florida has enhanced state and local capacity for pubic boating access through various funding sources including state and federal grant funds. The Florida Fish and Wildlife Conservation Commission (FWC) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable U.S. Fish and Wildlife Service (USFWS) grant guidance and statutory regulations. The monitoring process is designed to assess a Grantee/Recipient or Sub-Recipient's (hereafter collectively referred to as Recipient) compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities – financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of project construction, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FWC and the applicant via e-mail and telephone or other electronic means. On-site monitoring are actual visits to the Recipient agencies by FWC representatives who examine records, procedures and projects.

No Conflict of Interest:

Grant Managers shall complete the Agency 'No Conflict of Interest' form at the time they are assigned/assume responsibility for an agreement. If a conflict exists, the Grant Manager shall notify their immediate supervisor at the earliest opportunity. The supervisor is responsible to reassign the Agreement or coordinate with leadership and/or Legal to determine the appropriate resolution.

Frequency of annual monitoring activity:

Each year the FWC will conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Recipients that should be reviewed and the level of monitoring that should be performed. It is important to note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

Areas that will be examined may include:

Management and administrative procedures;
Grant folder maintenance;
Accounting system;
Program for obsolescence;
Status of expenditures;
Status of planning, design and engineering activity;
Anticipated projected completion;
Difficulties encountered in completing projects;
Agency NEPA/Section 7/EHP compliance documentation;
Equal Employment Opportunity (EEO Status);
Americans with Disabilities Act (ADA Status);
Procurement Policy
Procurement documents
Subcontractor agreements if applicable

FWC may request additional monitoring/information if the activity, or lack thereof, generates questions from the USWFWS region, or FWC leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring as determined by FWC. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FWC determines that a Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective Recipient will be notified by the program office via email. Information will include the Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the Recipient level. Issues that require further TA will be assisted by FWC grant program staff. Examples of TA include but are not limited to:

- Eligibility of items or services
- Coordination and partnership with other agencies
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by FWC or designated personnel. On-Site Monitoring visits will be scheduled in advance with the Recipient agency Point of Contact (POC) designated in the funding agreement.

FWC will also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

On-Site Monitoring Protocol:

On-Site Monitoring Visits will begin with those Recipients that are currently spending or have completed spending for that federal fiscal year (FFY) or state fiscal year (SFY), as applicable. Site visits may be combined when geographically convenient. There is a financial/programmatic on-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation:

A letter will be sent to the Recipient agency POC outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the Recipient in writing (email is acceptable) and documented in the Recipient folder.

The physical location of the project if located at an alternate site should be confirmed with a representative from that location and the address should be documented in the Recipient folder before the site visit.

On-Site Monitoring Visit:

Once FWC personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FWC intends to examine will be identified. All objectives of the site visit will be explained at this time.

FWC personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of the project site will be conducted.

All project deliverables selected for review should be visually inspected whenever possible. Acknowledgement of project funding should be placed in a prominent location in accordance with applicable agreement provisions. Photographs should be taken of the project site, signage and any other relevant activity.

If a project deliverable is not available at the time of the site visit, the appropriate documentation must be provided to account for the project progress.

Other programmatic issues can be discussed at this time such as missing quarterly project progress reports, payment/voucher /reimbursement, etc.

Post Monitoring Visit:

FWC personnel will review the on-site monitoring documents and backup documentation as a team and discuss the events of the on-site monitoring.

Within thirty (30) calendar days of the site visit, a post monitoring letter will be generated and sent to the Recipient explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a post monitoring letter to that effect will be generated and sent to the Recipient. The Recipient will correct all deficiencies or submit a Corrective Action Plan within forty-five (45) calendar days of the monitoring letter date. Noncompliance on behalf of Recipients is resolved by FWC management under the terms of the Recipient Agreement.

The On-Site Monitoring report and all backup documentation will then be included in the Recipient's file.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE FBIP MANATEE POCKET MOORING FIELDS REVENUES AND APPROPRIATIONS

WHEREAS, Florida Boating Improvement Program (FBIP) has awarded a grant in the amount of $500,000 for the purpose of installing mooring buoys and constructing a floating dinghy dock to the Manatee Pocket Managed Moorning Field Project; 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:

FUND

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
REVENUES:						
139950	1307	33430	000	9933A	$500,000.00	State Grants/Physical Environment
TOTAL:					**$500,000.00**	
APPROPRIATIONS:						
139950	1307	06300	537	9933A	$500,000.00	Improvements Other than Buildings
TOTAL:					**$500,000.00**	

DULY PASSED AND ADOPTED THIS 9th DAY OF MARCH , 2021

ATTEST:

Carolyn Timmann, Clerk of the Circuit Court and Comptroller

3/9/2021 DEPT-1
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 #10 – BUDGET TRANSFER AND RESOLUTION TO FUND THE START-UP OF THE JENSEN BEACH MOORING FIELD

DOCUMENTS REQUIRING ACTION:

- Budget Transfer from General Fund Reserves
- Budget Resolution

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE JENSEN BEACH MOORING FACILITY FUND REVENUES AND APPROPRIATIONS

WHEREAS, The Jensen Beach Mooring Facility is expected to begin operating and an start-up equipment is needed in order to commence operations; and

WHEREAS, Appropriations from the reserve for contingencies may be made to increase the appropriation in the fund for any lawful purpose in accordance with Section 129.06(2)(b), 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:

FUND

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
REVENUES:						
1134	1204	810001	000		$41,712.00	Transfer from Fund 0001
TOTAL:					**$41,712.00**	
APPROPRIATIONS:						
1134	1204	05199	572		$1,600.00	Other Non-Capital Equipment
1134	1204	06400	572		$16,650.00	Furniture and Equipment
1134	1204	06410	572		$23,462.00	Vehicles - Fleet Acquisition
TOTAL:					**$41,712.00**	

DULY PASSED AND ADOPTED THIS 9th DAY OF MARCH, 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

March 9, 2021 — Agenda Date
DEPT-1 — Item Number

Batch Number

Input Date

Office of Management and Budget - Supplemental Memo Attachments

Item #11 – BUDGET TRANSFER AND RESOLUTION TO FUND THE START-UP THE OPERATION OF SEASIDE CAFÉ AT STUART BEACH

DOCUMENTS REQUIRING ACTION:

- Budget Transfer from General Fund Reserves
- Budget Resolution

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE SEASIDE CAFE FUND REVENUES AND APPROPRIATIONS

WHEREAS, The Seaside Café at Stuart Beach is expected to begin operating and start-up equipment is needed in order to commence operations; and

WHEREAS, Appropriations from the reserve for contingencies may be made to increase the appropriation in the fund for any lawful purpose in accordance with Section 129.06(2)(b), 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:

FUND

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
REVENUES:						
1133	1207	810001	000		$121,862.00	Transfer from Fund 0001
TOTAL:					**$121,862.00**	
APPROPRIATIONS:						
1133	1207	05179	572		$14,800.00	OTHER EQUIPMENT $1000-$4999.99
1133	1207	05199	572		$20,100.00	OTHER NON-CAPITAL EQUIPMENT
1133	1207	06400	572		$63,500.00	FURNITURE AND EQUIPMENT
1133	1207	06410	572		$23,462.00	VEHICLES - FLEET ACQUISITION
TOTAL:					**$121,862.00**	

DULY PASSED AND ADOPTED THIS 9th DAY OF MARCH, 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

March 9, 2021 — Agenda Date
DEPT-1 — Item Number

Batch Number

Input Date

Office of Management and Budget - Supplemental Memo Attachments

Item #12 – BUDGET TRANSFER FROM RESERVES FOR DRUG COURT GRANT MATCH

DOCUMENTS REQUIRING ACTION:

- Budget Transfer from Reserves

2401 SE Monterey Road
Stuart, Florida 34996

Board of County Commissioners

Agenda Item Summary

File ID: 21-0345 DEPT-2 **Meeting Date:** 3/9/2021

PLACEMENT: Departmental

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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BCC MEETING DATE: March 9, 2021
AGENDA ITEM: DEPT-2

MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of County Commissioners
DATE: March 2, 2021

VIA: Taryn Kryzda
County Administrator

FROM: Krysti L. Brotherton, CPPB
Purchasing Manager

SUBJECT: CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL $1 MILLION OR GREATER

A. CONTRACTS OVER $1,000,000 - Per Board direction, contracts valued at $1,000,000 or more require approval by the Board of County Commissioners.

1. **SAILFISH SANDS GOLF COURSE CLUBHOUSE & PRO SHOP (RFB2021-3294)** – Construction of a new ground up building for a new clubhouse complete with site work, site utilities, concrete flatwork, structural trades, mechanical, electrical, plumbing (MEP), and all applicable scope of work including tie into existing site utilities. Pro Shop is a renovation of the interior and exterior of an existing building listed as a bid alternate.

   Project was publicly bid (bid tabulation attached).

   Fiscal Impact: Project is in the adopted FY 2021 Capital Improvement Plan (CIP sheet attached) and is funded with Capital Project Debt Proceeds and General Fund.

   Recommended Action:

   1. Move that the Board award the contract to the lowest responsive and responsible bidder, Hooks Construction Company, LLC (Base Bid + Alternates + Allowances) in the amount of $3,953,378.26 and;
   2. Move that the Board authorize the County Administrator or designee to execute any and all documents related to this request.

   Per Board direction, all bidders have been notified of the recommendation of award and Board meeting date.

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BID TABULATION

RFB2021-3294

SAILFISH SANDS GOLF COURSE CLUBHOUSE & PRO SHOP

DATE ADVERTISED: DECEMBER 28, 2021

BID DUE DATE: FEBRUARY 10, 2021 @ 2:30 PM

HOOKS CONSTRUCTION	Clubhouse Base Bid Amount	$3,371,927.33	Clubhouse Base Bid + Alternates	$3,576,007.33	Pro Shop Base Bid	$372,870.92	TOTAL Clubhouse + Pro Shop	$3,953,378.26
JOHNSON-LAUX CONSTRUCTION	Clubhouse Base Bid Amount	$3,364,935.84	Clubhouse Base Bid + Alternates	$3,571,368.34	Pro Shop Base Bid	$392,090.25	TOTAL Clubhouse + Pro Shop	$3,967,958.58
MORGANTI GROUP, INC.	Clubhouse Base Bid Amount	$3,478,074.00	Clubhouse Base Bid + Alternates	$3,654,774.00	Pro Shop Base Bid	$369,773.00	TOTAL Clubhouse + Pro Shop	$4,029,047.00
AHRENS COMPANIES	Clubhouse Base Bid Amount	$3,381,701.00	Clubhouse Base Bid + Alternates	$3,566,810.00	Pro Shop Base Bid	$479,706.00	TOTAL Clubhouse + Pro Shop	$4,051,016.00
KIRCHMAN CONSTRUCTION INC.	Clubhouse Base Bid Amount	$3,546,700.00	Clubhouse Base Bid + Alternates	$3,758,700.00	Pro Shop Base Bid	$512,500.00	TOTAL Clubhouse + Pro Shop	$4,275,700.00
WEST CONSTRUCTION, INC.	Clubhouse Base Bid Amount	$3,700,787.00	Clubhouse Base Bid + Alternates	$3,879,948.00	Pro Shop Base Bid	$453,183.00	TOTAL Clubhouse + Pro Shop	$4,337,631.00
WALKER DESIGN & CONSTRUCTION	Clubhouse Base Bid Amount	$4,379,977.55	Clubhouse Base Bid + Alternates	$4,573,870.02	Pro Shop Base Bid	$573,872.29	TOTAL Clubhouse + Pro Shop	$5,152,242.31

DEMANDSTAR STATISTICS:

NUMBER OF BIDDERS: **7**
NUMBER OF PLANHOLDERS: **68**
NUMBER OF SUPPLIERS NOTIFIED: **679**

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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Sailfish Sand Golf Course Revised 11/10/2020

Category	Concurrency
CIP Rating Score	99
Project Number	9913
Location	Sailfish Sands Golf Course
District	2
Project Limits	Sailfish Sands Golf Course
Related Projects	N/A
Lead Dept/Division	Parks and Recreation





DESCRIPTION

Sailfish Sands Golf Course is a phased capital improvement project over many budget cycles to improve the overall course conditions and failing infrastructure. This program also includes the construction of a new clubhouse and hitting bays.

Phase 1 - New reversable 9-hole course and driving range
Phase 2 - Parking lot and landscaping improvements
Phase 3 - Clubhouse and hitting bays
Phase 4 - Gold & Blue tee, fairways and greens
Phase 5 - Exotic/Invasive removal

BACKGROUND

Sailfish Sands Golf Course is a 300 acre, 27-hole public golf course owned and operated by Martin County. In January 2019, the Board approved $5.5 million dollars in golf improvements for the golf course. The Board also approved reducing the number of holes from 36 to 27. The phased program is described above with the overall goals of improving the asset, increasing play/revenue and overall programming.

PROJECT ORIGINATION Infrastructure Needs

JUSTIFICATION

This project is in line with Goal 1 – Maintain and Improve Facilities, Objective 1.1 - Maintain and improve existing facilities.

				Funded					Unfunded
Expenditures	**Total**	**To Date**		**FY21**	**FY22**	**FY23**	**FY24**	**FY25**	**FY26-FY30**
Gold/Blue Greens/Tees/Fairways	1,374,000				490,000	442,000	442,000		
Phased exotic removal - Gold Course	250,000					250,000			
Phased exotic removal - Blue Course	250,000						250,000		
Red/White Course Renovations	3,007,832	3,007,832							
Parking Lot Construction	1,251,000			1,251,000					
Clubhouse/Hitting Bays Construction	4,241,168			4,241,168					
Contingency	278,188			278,188					
Expenditure Total	**10,652,188**	**3,007,832**	**0**	**5,770,356**	**490,000**	**692,000**	**692,000**	**0**	**0**

Revenues	**Total**	**To Date**	**Carryover**	**FY21**	**FY22**	**FY23**	**FY24**	**FY25**	**FY26-FY30**
Ad Valorem	1,874,000				490,000	692,000	692,000	0	0
General Fund	2,473,000		2,473,000						
Debt Proceeds	6,305,188	3,007,832	3,297,356						
Revenue Total	**10,652,188**	**3,007,832**	**5,770,356**	**0**	**490,000**	**692,000**	**692,000**	**0**	**0**

Total Unfunded **$0**

OPERATING BUDGET IMPACT

The golf course is currently setup as an enterprise fund under the County operation. It is anticipated that golf course improvements may be self sustaining upon completion of the improvements in FY22

Agenda Item Summary

File ID: 21-0487 DEPT-3 **Meeting Date:** 3/9/2021

PLACEMENT: Departmental

TITLE:

CONFIRMATION OF CHAD MICHAEL CIANCIULLI AS MARTIN COUNTY'S FIRE RESCUE DEPARTMENT FIRE CHIEF

EXECUTIVE SUMMARY:

Per Florida Statutes Section 125.74(k) "the employment of all department heads shall require confirmation by the Board of County Commissioners" (Board). Mr. Chad Michael Cianciulli is being recommended for the position of the County's Fire Rescue Department Director as the Fire Chief.

DEPARTMENT: Administration

PREPARED BY: **Name:** Taryn G. Kryzda
Title: County Administrator

REQUESTED BY:

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The position of Fire Chief was initially vacated in October 2020 when then Chief Schobel left his employment via the Voluntary Early Separation Incentive Program (VESIP). Deputy Fire Chief Kevin Herndon was placed into the role of Interim Fire Chief to allow for a smooth transition and the least disruption to operations of the department. Battalion Chief, Chief Chad Cianciulli was placed into the position of Interim Deputy Chief to assist and maintain operations of the department. Chief Herndon recently decided to take advantage of the current VESIP being offered and leave his employment with Martin County effective in March 2021, but due to an extensive amount of leave he had accumulated, his last physical presence in the department was at the end of January 2021. At that time, Chief Cianciulli was placed into the position of Interim Fire Chief to ensure operations continued with minimal disruption.

The position of Fire Chief was advertised internally with two candidates applying for the position. An interview panel was established with both candidates being interviewed on February 15, 2021. Chief Cianciulli was selected and is being recommended for confirmation as Fire Chief by the Board per Florida Statutes Section 125.74(k). Chief Cianciulli has been employed with Martin County for twenty-five years and has been promoted into various positions within the County's Fire Rescue operations as reflected in his resume which is included with this item. Upon a favorable confirmation, the County

Administrator will formally present the Fire Chief with the appropriate Fire Rescue badge representing his promotion to Fire Chief.

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 confirm the promotion of Mr. Chad Michael Cianciulli (Chief Cianciulli) to the position of Martin County's Fire Rescue Department Director and Fire Chief.

ALTERNATIVE RECOMMENDATIONS

None

FISCAL IMPACT:

RECOMMENDATION

The Fire Chief related expenditures are included in the FY21 adopted budget.

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

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CHAD MICHAEL CIANCIULLI

535 SW Squire Johns Lane, Palm City, FL 34990 | 772.708.4987 | cianciulli495@gmail.com

INTERIM FIRE CHIEF

A focused and determined leader poised to deliver efficient solutions and results, inspire personnel to peak performance, while cultivating relationships built on mutual respect. My outgoing, professional and positive demeanor is a defining management strategy to foster individual and professional development, maximize performance and efficiencies, while providing quality customer service. A change agent who excels best when faced with a challenge, adept at turning around situations, establishing and sustaining a culture of excellence, safety, integrity and selfless service for over **25 years** to the citizens of Martin County.

AREAS OF EXPERTISE

Cross-Functional Team Leadership	Approachable	Staff Building, Coaching, Mentoring
Incident Command	High Achiever	Proactive Problem Solver
Special Operations	Collaborative	Relationship Building
Fiscally Responsible	Efficient	Communication
Strategic Planner	Dedicated	

KEY ACHIEVEMENTS

- Interim Fire Chief
- Interim Deputy Fire Chief
- Temporary administrative support for initial preparedness for COVID-19 pandemic
- Accomplished safety record as a Special Operations Coordinator
- Critical decision-making abilities
- Seasoned Battalion Chief-Paramedic
- Seasoned Fire Captain-Paramedic
- Mentoring of crew members to the position of Fire Captain and Battalion Chief
- Ability to mentor and lead while maintaining organization values

PROFESSIONAL HIGHLIGHTS

MARTIN COUNTY FIRE RESCUE • STUART, FL **1995- Present**

Comprised of 13 fire stations, two of which are specialized stations. MCFR provides community-based fire and emergency medical services to our general population of 160,000 residents in the off season; 200,000 residents during season.

Interim Fire Chief February 2021- Present

- Supervises two divisions and three bureaus
- Supervises all of administrative staff
- Responsible for 48 million-dollar budget
- Communicates emergency messaging to the community
- Coordinates with county administrative staff
- Relationship building with county stakeholders

Interim Deputy Fire Chief October 2020-February 2021

- Establishes efficient workflows
- Maintains accountability of each department
- Organizes meetings between labor and management
- Liaison between community and fire chief
- Communicates with interlocal agencies

Battalion Chief July 2016 – October 2020

- Supervised a shift of 96 field personnel.
- Mentor, inspire and motivate all shift personnel
- Redefined Battalion Chief roles and responsibilities through different means of mentorship
- Incident commander of complex multi-agency emergency scenes
- Field Training Instructor
- Scheduling and staffing of appropriate field personnel
- Crew resource management
- Overall responsibility of scene outcomes, safety and efficiencies

Union President of International Association of Firefighters Local 2959 December 2013-2018

- Functioned in a leadership role as the union President 4 of 5 years on the union executive board with the first being Vice President
- Led over 300 union members
- Conducted labor contract negotiations
- Re-established relationships between labor and management
- Partnered with county administration to correct deficiencies in workforce through collaborative policy making
- Public relations outreach
- Created a healthy working environment for union members

Fire Captain (Lieutenant) – Paramedic; Special Operations

- Managed special operations station with a crew of 5 field personnel
- Managed special operations team personnel of 30
- Responsible for all special operations incidents throughout the county
- Responsible for special operations budget and training
- Responsible for all water rescue dive related emergencies
- Field Training Instructor
- Initial on scene incident commander

Fire Fighter-Paramedic August 1998 – July 2012

- Provided advance life support to the citizens of Martin County
- Field Training Instructor

Fire Fighter-EMT December 1995 – August 1998

- Provided basic life support to the citizens of Martin County
- Protect and serve the citizens of Martin County

EDUCATION • PROFESSIONAL DEVELOPMENT

Bachelor of Applied Science—Public Safety Administration
Indian River State College, Fort Pierce, Florida 2015

Associate in Science—Fire Science Technology
Indian River State College, Fort Pierce, Florida 2011

Associate in Science—Emergency Medical Services
Indian River State College, Fort Pierce, Florida 2008

CREDENTIALS

- **EMT**
- **Paramedic**
- **Instructor I II III**
- **First Officer I and II**
- **BLS:** Basic Life Support,
- **ACLS**: Advanced Cardiac Life Support
- **Aircrew Medical Crew Course**
- **Multiple Dive certifications up to Dive Master**
- **Multiple Technical Rescue training**
    - High angle
    - Confined space
    - Trench
    - Vehicle extrication
    - Structural collapse

- **More credentials upon request**