



BOARD OF COUNTY COMMISSIONERS

FINAL AGENDA

6/8/21 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

5:05 PM - Public Comment

CALL TO ORDER

1. INVOCATION - Pastor Dave Albers, Redeemer Lutheran Church
2. PLEDGE OF ALLEGIANCE
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.

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: 21-0533

No 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 May 8, 2021 and May 21, 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: 21-0539

CNST-3 BOARD OF COUNTY COMMISSION MINUTES TO BE APPROVED

The Board is asked to approve minutes from the May 25, 2021 regular meeting.

Agenda Item: 21-0783

CNST-4 ADOPT A PROCLAMATION DECLARING JULY AS PARKS AND RECREATION MONTH IN MARTIN COUNTY, FLORIDA

The Board is asked to adopt a proclamation declaring July as Parks and Recreation Month that will be presented at the June 22, 2021 meeting.

Agenda Item: 21-0816

BUILDING

CNST-5 REQUEST FOR APPROVAL OF A FINE REDUCTION STIPULATION AND AGREED RECOMMENDED ORDERS REGARDING PROPERTY LOCATED AT 14685 SW 169TH STREET, CODE ENFORCEMENT CASES OF JEROME MARITIM, CASE NUMBER 15-0097977 AND JUNIOR SLYDEL, CASE NUMBER 12-0064205

Pursuant to the provisions of Section 1.98B, General Ordinance, Martin County Code, the Board of County Commissioners is asked to consider approval of two Fine Reduction Stipulation and Agreed Recommended Orders regarding the property located at 14685 SW 169th Street, Indiantown.

Agenda Item: 21-0802

CNST-6 REQUEST FOR APPROVAL OF A FINE REDUCTION STIPULATION AND AGREED RECOMMENDED ORDER REGARDING THE CODE ENFORCEMENT CASE OF TRAJEAN FIDEL CASE NUMBER 15-0091284

Pursuant to the provisions of Section 1.98B, General Ordinance, Martin County Code, the Board of County Commissioners is asked to consider approval of a Fine Reduction Stipulation and Agreed Recommended Order regarding the Code Enforcement case of Trajean Fidel.

Agenda Item: 21-0803

COUNTY ATTORNEY

CNST-7 REQUEST BY JUDY ERVIN TO RELEASE UNITIES OF TITLE

Judy Ervin, the owner of property located at 420 Krueger Way, Stuart, within the City of Stuart, requests the release of four unities of title that were mistakenly recorded using Martin County Unity of Title forms.

Agenda Item: 21-0792

PUBLIC WORKS

CNST-8 ADOPTION OF A RESOLUTION ACCEPTING TWO QUIT CLAIM DEEDS FROM SOUTHERN LAND GROUP, INC., DESIGNATING ONE PARCEL AS RIGHT OF WAY AND THE OTHER AS DRAINAGE FOR DANFORTH CREEK IN PALM CITY

This is a request for the adoption of a resolution accepting two Quit Claim Deeds from Southern Land Group, Inc., an inactive Florida corporation, clearing interest in the properties still under the corporate name in order to dissolve the corporation, located in Palm City Florida.

Agenda Item: 21-0790

CNST-9 ACCEPTANCE OF A UTILITY EASEMENT FROM PLANTATION STORAGE OF STUART, LLC, FOR WATER, FIRE, AND SEWER SERVICES ON THE EAST SIDE OF SE COMMERCE AVENUE IN STUART

This is a request for the adoption of a Resolution accepting and approving a Utility Easement from Plantation Storage of Stuart, LLC, a Virginia limited liability company, for water, fire, and sewer services adjacent to the right-of-way and located on the east side of SE Commerce Avenue in Stuart.

Agenda Item: 21-0793

ADMINISTRATION

CNST-10 PARKS AND RECREATION ADVISORY BOARD APPOINTMENT

The Board of County Commissioners is asked to confirm Commissioner Smith's representative to the Parks and Recreation Advisory Board.

Agenda Item: 21-0818

Additional Item (21-0818)

CNST-11 ADOPT A PROCLAMATION DECLARING TREASURE COAST WATERWAY CLEANUP WEEK IN MARTIN COUNTY, FLORIDA

The Board is asked to adopt a proclamation declaring Treasure Coast Waterway Cleanup Week that will be presented at the June 22, 2021 meeting.

Agenda Item: 21-0825

Additional Item (21-0825)

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: 21-0535

Supplemental Memorandum (6 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: 21-0537

No items

PUBLIC WORKS

**DEPT-3 UPDATE ON THE ST. LUCIE INLET MANAGEMENT AND
IMPROVEMENTS NEEDED FOR THE SOUTH JETTY**

County staff will present an update on aspects of St. Lucie Inlet Management including inlet maintenance, Inlet Management Plan update and south jetty repair. The PowerPoint presentation will be submitted as a Supplemental Memorandum to this Agenda Item.

Agenda Item: 21-0772

Supplemental Memorandum (PowerPoint presentation)

DEPARTMENTAL QUASI-JUDICIAL

PUBLIC WORKS

**DPQJ-1 REQUEST FOR A VARIANCE TO ALLOW THE ISSUANCE OF A
BUILDING PERMIT ON A LEGAL LOT OF RECORD THAT DOES NOT
FRONT ON AN OPEN ROAD BUT HAS ACCESS VIA AN EASEMENT**

Pursuant to Section 4.843.K.1.c, Land Development Regulations, this is a request from Island Party Rentals of South Florida, Inc. for a variance to allow the issuance of a building permit on a legal lot of record that does not front on an open road, but has access to an open road established by a recorded easement no more than ¼ mile (1,320 feet) long.

Agenda Item: 21-0748

PUBLIC - PLEASE LIMIT COMMENTS TO THREE MINUTES.

ADJOURN

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.



Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 21-0533

CNST-1

Meeting Date: 6/8/2021

PLACEMENT: Consent

No Items

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:

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



Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 21-0539

CNST-2

Meeting Date: 6/8/2021

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 May 8, 2021 and May 21, 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 Court & 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 May 8, 2021 through May 21, 2021 and authorize the Chair to sign.

ALTERNATIVE RECOMMENDATIONS

n/a

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

- | | | |
|---|---------------------------------------|---|
| <input type="checkbox"/> Budget Transfer / Amendment | <input type="checkbox"/> Chair Letter | <input type="checkbox"/> Contract / Agreement |
| <input type="checkbox"/> Grant / Application | <input type="checkbox"/> Notice | <input type="checkbox"/> Ordinance |
| <input checked="" type="checkbox"/> Other: Warrant List | | <input type="checkbox"/> Resolution |



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

May 26, 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 May 8, 2021 – May 21, 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 May 8, 2021 and May 21, 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 RecordRequest@martinclerk.com or calling 772-288-5576.

<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> Martin County Board Disbursements May 8, 2021 thru May 21, 2021 </div> </div>		
Disbursement Type	Check Range	Total
ACH / WIRES	G1100215-G1100228; !0007428-!0007472; !0007477-!0007512	\$ 4,269,306.01
Check Disbursements	B1107307-B1107793; B1107874-B1107875	\$ 8,021,312.60
Utility Refund Checks	B1107794-B1107873	\$ 8,746.22
P-Card	F1100136; F1100137; F1100142	\$ 154,056.53
E-Payable	E1100339-E1100370	\$ 987,391.35
Wires	*see below	\$824,345.11
Payroll Checks	6000652-6000673	\$ 11,148.17
Payroll Direct Deposits	900511512-900512598	\$ 1,785,724.18
Total Disbursements		\$16,062,030.17
* Wire Detail:	Blue Cross Blue Shield	\$824,345.11

<p><i>Kaleana Williams</i></p> <p>Prepared By: Kaleana Williams Accounting Supervisor, Finance Division</p> <p>Carolyn Timmann</p> <p><small>Digitally signed by Carolyn Timmann DN: cn=Carolyn Timmann, o=Martin County Clerk & Comptroller, ou, email=ctimmann@martinclerk.com, c=US Date: 2021.05.26 09:42:37 -0400</small></p> <p>Carolyn Timmann Clerk of the Circuit Court & Comptroller</p> <p>Chair of the Board of County Commissioners</p>	<p>5/26/2021</p> <p>Date</p> <p>_____</p> <p>Date</p> <p>_____</p> <p>Date</p> <p>_____</p>
--	---



Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 21-0783

CNST-3

Meeting Date: 6/8/2021

PLACEMENT: Consent

TITLE:

BOARD OF COUNTY COMMISSION MINUTES TO BE APPROVED

EXECUTIVE SUMMARY:

The Board is asked to approve minutes from the May 25, 2021 regular meeting.

DEPARTMENT: Administration

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

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

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The document is 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:

- | | | |
|---|---------------------------------------|---|
| <input type="checkbox"/> Budget Transfer / Amendment | <input type="checkbox"/> Chair Letter | <input type="checkbox"/> Contract / Agreement |
| <input type="checkbox"/> Grant / Application | <input type="checkbox"/> Notice | <input type="checkbox"/> Ordinance |
| <input checked="" type="checkbox"/> Other: Approved BCC Minutes (1) | | <input type="checkbox"/> Resolution |



BOARD OF COUNTY COMMISSIONERS

DRAFT

5/25/2021 9:00 AM

MINUTES

COMMISSION CHAMBERS

2401 SE MONTEREY ROAD, STUART, FLORIDA 34996

COUNTY COMMISSIONERS

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

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

CALL TO ORDER

Present:

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

1. INVOCATION - Chaplain L.C. Campbell, Jr. - Nettles Island Church
2. PLEDGE OF ALLEGIANCE - Michael Northcutt, Air Force Veteran & Veterans Service Officer
3. ADDITIONAL ITEMS
4. APPROVAL OF AGENDA

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

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

PROCLAMATIONS AND SPECIAL PRESENTATIONS

PROC-1 PRESENT PROCLAMATIONS PREVIOUSLY APPROVED VIA THE CONSENT AGENDA

The Chair will present proclamations declaring Memorial Day and honoring Nurses Appreciation Month in Martin County, Florida.

Agenda Item: 21-0683

Communications Manager Laura Beaupre presented the proclamations to the Board. Veterans Council of Martin County Chairman Ray Giasullo accepted the Memorial Day proclamation. Visiting Nurse Association of Florida CEO Jennifer Crow and Cleveland Clinic CNO Susan Clark accepted the Nurses Appreciation Month proclamation.

PROC-2 ADOPT AND PRESENT A PROCLAMATION DECLARING NATIONAL SAFE BOATING WEEK IN MARTIN COUNTY, FLORIDA

The Board is asked to adopt and present a proclamation declaring National Safe Boating Week in Martin County, Florida.

Agenda Item: 21-0729

Communications Manager Laura Beaupre presented the proclamation to the Board. Flotilla Commander Dawn Muller and Vice Flotilla Commander Kevin Gilbert accepted the National Safe Boating Week proclamation.

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

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

COMMENTS

1. PUBLIC - PLEASE LIMIT COMMENTS TO THREE MINUTES.

Bob Zaccheo provided a progress update on Project LIFT.

Kevin Bonura informed the Board of an upcoming event hosted by Once Upon a Child on June 25, 2021 in celebration of World Environmental Day and National Family Recreation Day.

2. COMMISSIONERS

Commission Heard spoke about discharges in Lake Okeechobee; she encouraged [residents] to contact the Army Corps of Engineers regarding their management of the discharge. Commissioner Heard complimented the new improvements at Stuart Beach.

Commissioner Hetherington shared updates from the Indian River Lagoon Council meeting. She addressed concerns she received while attending the City of Stuart's Commission meeting regarding safety at South River. Commissioner Hetherington solicited the Board's support in sending a letter to DOT Secretary Gerry O'Reilly regarding the significant changes in the [South River] corridor.

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, to draft a letter for the Chair to sign and send to the District Secretary. The motion carried unanimously.

3. COUNTY ADMINISTRATOR

PM

County Administrator Taryn Kryzda informed the Board that they will begin migrating off of Zoom by the June 22nd meeting.

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: 21-0493

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 April 24, 2021 and May 7, 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: 21-0495

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

CNST-3 BOARD OF COUNTY COMMISSION MINUTES TO BE APPROVED

The Board is asked to approve minutes from the May 11, 2021 regular meeting.

Agenda Item: 21-0701

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

CNST-4 NOTED ITEMS

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

Agenda Item: 21-0692

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

BUILDING

CNST-5 REQUEST FOR FINE REDUCTION STIPULATION AND AGREED RECOMMENDED ORDER REGARDING THE CODE ENFORCEMENT CASE OF ALLISON J. BOOTH-ELLIOTT, CASE NUMBER 16-0108679

Pursuant to the provisions of Section 1.98B, General Ordinance, Martin County Code, the Board of County Commissioners is asked to consider approval of a Fine Reduction Stipulation and Agreed Recommended order regarding the Code Enforcement case of Allison J Booth-Elliott.

Agenda Item: 21-0694

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

CNST-6 REQUEST FOR FINE REDUCTION STIPULATION AND AGREED RECOMMENDED ORDER REGARDING THE CODE ENFORCEMENT CASE OF CAPITAL C INC., CASE NUMBER ENF2019070303

Pursuant to the provisions of Section 1.98B, General Ordinance, Martin County Code, the Board of County Commissioners is asked to consider approval of a Fine Reduction Stipulation and Agreed Recommended order regarding the Code Enforcement case of Capital C Inc.

Agenda Item: 21-0695

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

PUBLIC HEARING

PH-1 PUBLIC HEARING TO CONSIDER ADOPTION OF AN ORDINANCE AMENDING THE LAND DEVELOPMENT REGULATIONS REGARDING FLOOD PROTECTION AND THE GENERAL ORDINANCES REGARDING BUILDING AND HOUSING REGULATIONS RELATED TO FLOOD PROTECTION

The Board of County Commissioners is asked to adopt an ordinance that amends Division 10 of Article 4 of the Land Development Regulations to incorporate the Federal Emergency Management Agency's policies regarding agricultural structures, accessory structures, and manufactured homes and to regulate development waterward of the Limit of Moderate Wave Action in the same manner as it regulates development in the coastal high-risk area. The proposed ordinance also amends the language in Chapter 21 of the General Ordinances to amend the Florida Building Code for consistency with these local regulations. This public hearing was continued from April 13, 2021.

Agenda Item: 21-0699

ORDINANCE NO. 1160

Flood Planning Administrator Lisa Wischer and Development Review Administrator Michelle Cullum presented the item to the Board. Senior Assistant County Attorney Krista Storey assisted with Board questions.

Chair Hetherington solicited public comment; none was heard.

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

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

PUBLIC HEARING QUASI-JUDICIAL

PHQJ-1 BRUNER PARKS LLC REZONING (S107-022)

This is a request by Bruner Parks, LLC for proposed amendment to the Martin County Zoning Atlas for an industrial district designation. A zoning district change from PUD-C, Commercial Planned Unit Development District to the LI, Limited Industrial District, or the most appropriate zoning district is proposed. The approximate 2.53-acre undeveloped parcel is located on the southeast corner at the intersection of SW Jack James Drive and SW Kanner Highway in Stuart.

Agenda Item: 21-0696

RESOLUTION NO. 21-5.3

Ex parte communication disclosures were made by all five commissioners. There were no interveners. Proof of notification was filed at the LPA hearing. The participant was sworn in by the deputy clerk.

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

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

APPLICANT: The applicant was present; no presentation was given.

Chair Hetherington solicited public comment; none was heard.

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

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

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: 21-0497

RESOLUTION NOs. 21-5.4 through 21-5.8

OMB Budget Financial Manager Stephanie Merle presented the items to the Board. Utilities & Solid Waste Director Sam Amerson and Chief Information Officer Mike Merker assisted with Board questions.

The following items were approved: (1) Historical Resources grant, (2) Hurricane Isaias grant, (3) EPA Grant, (4) Indian River Lagoon Water Quality Improvement Projects grant, (5) TIP Reserves budget transfer, (6) Underage Drinking Prevention program fund allocation, (7) Connect to Protect Grinder Installation project CIP modification request, (8) Lift Stations Rehab CIP modification request.

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

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

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

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

Agenda Item: 21-0499

Commissioner Hetherington announced that she would abstain from voting on item 7; she filed Form 8B, Memorandum of Voting Conflict for the record.

Purchasing Manager Krysti Brotherton presented the items to the Board.

The following items were approved: (1) Fire Rescue Station 14, (2) Fire Rescue Station 18, (3) Disaster Recovery Engineering, (4) Disaster debris monitoring, (5) Disaster related debris removal, (6) Disaster Recovery & Resiliency, (7) Infrastructure construction & maintenance, (8) Electrical services.

Chair Hetherington solicited public comment; none was heard.

Commissioner Smith advised he will use district funds for item 1 improvements.

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, to approve all items (with the exception of item 7). The motion carried by the following vote:

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

Agenda Item: 21-0499

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, to approve item 7. The motion carried by the following vote:

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

Abstain: 1 - Chair Hetherington

DEPT-3 DISCUSS LATEST REQUEST FROM THE VILLAGE OF INDIANTOWN FOR ADDITIONAL AMERICAN RECOVERY PLAN ACT (ARP) FUNDING

On April 27, 2021 the Board of County Commissioners (Board) directed the County Administrator to provide the Village of Indiantown's (Village) Manager with details of a funding strategy that would designate a portion of Martin County's (County) American Recovery Plan Act (ARP) monies that are anticipated to be received from the Federal government, to a project for infrastructure that would benefit the County, focused on improving fire rescue services for the Village and residents in the western unincorporated area.

Agenda Item: 21-0791

County Administrator Taryn Kryzda presented the item to the Board. County Attorney Sarah Woods assisted with Board questions.

PUBLIC - PLEASE LIMIT COMMENTS TO THREE MINUTES.

None at this time.

ADJOURN

The Board of County Commissioners May 25, 2021 meeting adjourned at 10:30 a.m.

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

Stacey Hetherington, Chair
Board of County Commissioners

Minutes approved:

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.



Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 21-0816

CNST-4

Meeting Date: 6/8/2021

PLACEMENT: Consent

TITLE:

ADOPT A PROCLAMATION DECLARING JULY AS PARKS AND RECREATION MONTH IN MARTIN COUNTY, FLORIDA

EXECUTIVE SUMMARY:

The Board is asked to adopt a proclamation declaring July as Parks and Recreation Month that will be presented at the June 22, 2021 meeting.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon

Title: Executive Aide

REQUESTED BY: Kassandra Schilling, Communications Specialist

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Board is asked to adopt a proclamation requested by the Parks and Recreation Department.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the proclamation that will be presented at the June 22, 2021 meeting.

ALTERNATIVE RECOMMENDATIONS

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

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

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

**Before the Board of County Commissioners
Martin County, Florida**

A Proclamation

Declaring July 2021 as Parks and Recreation Month in Martin County, Florida

- Whereas,** parks and recreation programs are an integral part of communities throughout this country, including Martin County; and
- Whereas,** parks and recreation programs are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of our county; and
- Whereas,** parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation for those who are mentally or physically disabled, and improve the mental and emotional health of all citizens; and
- Whereas,** parks and recreation programs increase a community’s economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and
- Whereas,** parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development and produce habitat for wildlife; and
- Whereas,** parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to recreate outdoors and connect with nature; and
- Whereas,** the U.S. House of Representatives has designated July as Parks and Recreation Month.

Now, therefore, be it proclaimed by the Martin County Board of County Commissioners that July 2021 is Parks and Recreation Month in Martin County, Florida. Further, the Board recognizes the benefits derived from the Parks and Recreation resources, commends the department’s work, and encourages citizens to take advantage of the amenities and programs offered in Martin County.

Presented this Twenty-second Day of June 2021

ATTEST:

BOARD OF COUNTY COMMISSIONERS

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

STACEY HETHERINGTON, CHAIR

DOUG SMITH, VICE CHAIRMAN

HAROLD E. JENKINS II, COMMISSIONER

SARAH HEARD, COMMISSIONER

EDWARD V. CIAMPI, COMMISSIONER



Agenda Item Summary

File ID: 21-0802

CNST-5

Meeting Date: 6/8/2021

PLACEMENT: Consent

TITLE:

REQUEST FOR APPROVAL OF A FINE REDUCTION STIPULATION AND AGREED RECOMMENDED ORDERS REGARDING PROPERTY LOCATED AT 14685 SW 169th STREET, CODE ENFORCEMENT CASES OF JEROME MARITIM, CASE NUMBER 15-0097977 AND JUNIOR SLYDEL, CASE NUMBER 12-0064205

EXECUTIVE SUMMARY:

Pursuant to the provisions of Section 1.98B, General Ordinance, Martin County Code, the Board of County Commissioners is asked to consider approval of two Fine Reduction Stipulation and Agreed Recommended Orders regarding the property located at 14685 SW 169th Street, Indiantown.

DEPARTMENT: Building

PREPARED BY: **Name:** Rachel Spradley
Title: Nuisance Abatement Coordinator

REQUESTED BY: Jerome Maritim

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Approval of two Fine Reduction Stipulation and Agreed Recommended Orders is requested regarding the property located at 14685 SW 169th Street, Indiantown. The property is currently owned by Jerome Maritim.

Junior Slydel, Case Number 12-0064205:

On February 20, 2013, an Order Finding Violation was issued by the Code Enforcement Magistrate to Junior Slydel for the following violation: Section 67.201.A. - Nuisance Declared: Weeds, Undergrowth General Ordinances, Martin County Code. Compliance was required by March 21, 2013. On April 19, 2021, an Affidavit of Compliance/Accrued Fines was issued reflecting an outstanding fine of \$ 256,500.00 plus costs in the amount of \$ 575.00.

Pursuant to a Quit Claim Deed recorded in Official Records Book 2793, Page 2494, Martin County, Florida Public Records, in 2015, Jerome Maritim acquired the property. Junior Slydel has no remaining interest in the property. Staff determined that a lien reduction was warranted. Jerome Maritim was not responsible for the violation but brought the property into compliance and offered to

pay \$856.50 to resolve the outstanding fines which have accrued. Staff also considered the \$8,000.00 assessed value of the property.

Jerome Maritim, Case Number 15-0097977:

On February 17, 2016, an Order Finding Violation was issued by the Code Enforcement Magistrate to Jerome Maritim for the following violation: Section 67.201.A. - Nuisance Declared: Weeds, Undergrowth General Ordinances, Martin County Code. Compliance was required by March 18, 2016. On April 13, 2020, an Affidavit of Compliance/Accrued Fines was issued reflecting an outstanding fine of \$ 146,700.00 plus costs in the amount of \$ 575.00.

Staff has determined that a lien reduction is warranted. Respondent brought the property into compliance and offered to pay \$856.50 to resolve the outstanding fines which have accrued. In addition, staff has considered the \$8,000.00 assessed value of the property.

As approved by the Code Enforcement Magistrate, the two Fine Reduction requests would result in a total amount collected of \$1,725.00.

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 accept the Magistrate's two recommendations that the liens on the property be reduced to a total amount of \$ 1,725.00, accepting \$856.50 as full payment on each.

ALTERNATIVE RECOMMENDATIONS

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

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

- | | | |
|--|---------------------------------------|---|
| <input type="checkbox"/> Budget Transfer / Amendment | <input type="checkbox"/> Chair Letter | <input type="checkbox"/> Contract / Agreement |
| <input type="checkbox"/> Grant / Application | <input type="checkbox"/> Notice | <input type="checkbox"/> Ordinance |
| | | <input type="checkbox"/> Resolution |

☐ Other:

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

MARTIN COUNTY, FLORIDA
CODE ENFORCEMENT MAGISTRATE
CASE NO. 12-0064205

MARTIN COUNTY, FLORIDA,
Petitioner,

vs.

~~SYDEL JUNIOR~~

SLYDEL

Respondent(s),

PCN 014038002017001103

FINE REDUCTION STIPULATION AND AGREED RECOMMENDED ORDER

The Petitioner and Current Owner hereby freely stipulate and agree to the following:

THIS MATTER having come before the Magistrate on May 19, 2021, and having heard the testimony and other evidence of the parties, and having been fully apprised of the circumstances, and based upon a preponderance of the evidence, does find as follows:

1. This Fine Reduction Stipulation and Agreed Recommended Order involves a parcel located at 14685 SW 169TH DR., INDIANTOWN, Martin County, Florida and further described as:

Lot Eleven (11) Block Seventeen (17) according to the Amended Plat of Tracts 1, 2, 3, & 4, Booker Park, filed among the Public Records of Martin County, Florida on March 9, 1943, file #21950, page 37.

2. On February 20, 2013, an Order Finding Violation was issued by the Code Enforcement Magistrate to SYDEL JUNIOR, for the following violation(s):

- Section 67.201.A. - Nuisance Declared: Weeds, Undergrowth General Ordinances, Martin County Code.

Compliance was required by March 21, 2013. On April 19, 2021, an Affidavit of Compliance/Accrued Fines was issued reflecting an outstanding fine of \$ 256,500.00 plus costs in the amount of \$ 575.00.

3. Jerome Maritim is the Current Owners of the property. Pursuant to a Quit Claim Deed recorded in Official Records Book 2793, Page 2494, Martin County, Florida Public Records, Respondent has no remaining interest in the property.
4. Staff has determined that a lien reduction is warranted. Current Owners were not responsible for the violation; however, they brought the property into compliance and have offered to pay \$856.50 to resolve the outstanding fines which have accrued. In addition, staff has considered the \$8,000.00 assessed value of the property.

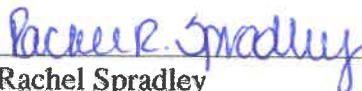
5. The parties represent, under penalty of perjury that that they have read this Stipulation; that they have full authority to enter into this Stipulation; that the facts contained herein are the truth, the whole truth and nothing but the truth; and that they are signing this agreement freely and voluntarily and are under no duress to execute it.

CURRENT OWNER:

PETITIONER: MARTIN COUNTY, FLORIDA



Jerome Maritim



Rachel Spradley
Nuisance Abatement Coordinator

Date: 2021-04-28

Date: 4-29-2021

AGREED RECOMMENDED ORDER

PURSUANT TO THE STIPULATION OF THE PARTIES SET FORTH ABOVE, IT IS HEREBY RECOMMENDED TO THE BOARD OF COUNTY COMMISSIONERS, as follows:

Given that Jerome Maritim has offered payment in the total amount of \$856.50 and Staff's determination that a reduction in the lien amount from \$257,075.00 is warranted, Jerome Maritim, should be ordered to pay the amount of \$856.50 within thirty (30) days of Board of County Commissioners' approval. In the event said amount is not paid within thirty (30) days, the fine should revert to the accrued amount prior to the reduction.

DONE AND ORDERED this May 19, 2021.



Paul J. Nicoletti
Code Enforcement Magistrate

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.

MARTIN COUNTY, FLORIDA
CODE ENFORCEMENT MAGISTRATE
CASE NO. 15-0097977

MARTIN COUNTY, FLORIDA,
Petitioner,
vs.

MARITIM, JEROME
Respondent(s),

PCN 014038002017001103

FINE REDUCTION STIPULATION AND AGREED RECOMMENDED ORDER

The Petitioner and Respondent hereby freely stipulate and agree to the following:

THIS MATTER having come before the Magistrate on May 19, 2021, and having heard the testimony and other evidence of the parties, and having been fully apprised of the circumstances, and based upon a preponderance of the evidence, does find as follows:

1. This Fine Reduction Stipulation and Agreed Recommended Order involves a parcel located at 14685 SW 169TH DR., INDIANTOWN, Martin County, Florida and further described as:

Lot Eleven (11) Block Seventeen (17) according to the Amended Plat of Tracts 1, 2, 3, & 4, Booker Park, filed among the Public Records of Martin County, Florida on March 9, 1943, file #21950, page 37.

2. On February 17, 2016, an Order Finding Violation was issued by the Code Enforcement Magistrate to SYDEL JUNIOR, for the following violation(s):

- Section 67.201.A. - Nuisance Declared: Weeds, Undergrowth General Ordinances, Martin County Code.

Compliance was required by March 18, 2016. On April 13, 2020, an Affidavit of Compliance/Accrued Fines was issued reflecting an outstanding fine of \$ 146,700.00 plus costs in the amount of \$ 575.00.

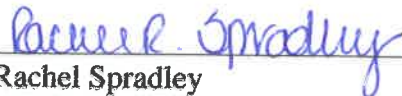
3. Staff has determined that a lien reduction is warranted. Respondent brought the property into compliance and have offered to pay \$856.50 to resolve the outstanding fines which have accrued. In addition, staff has considered the \$8,000.00 assessed value of the property.
4. The parties represent, under penalty of perjury that that they have read this Stipulation; that they have full authority to enter into this Stipulation; that the facts contained herein are the truth, the whole truth and nothing but the truth; and that they are signing this agreement freely and voluntarily and are under no duress to execute it.

RESPONDENT:

PETITIONER: MARTIN COUNTY, FLORIDA



Jerome Maritim



Rachel Spradley
Nuisance Abatement Coordinator

Date: 2021-04-28

Date: 4-29-2021

AGREED RECOMMENDED ORDER

PURSUANT TO THE STIPULATION OF THE PARTIES SET FORTH ABOVE, IT IS HEREBY RECOMMENDED TO THE BOARD OF COUNTY COMMISSIONERS, as follows:

Given that Jerome Maritim has offered payment in the total amount of \$856.50 and Staff's determination that a reduction in the lien amount from \$147,275.00 is warranted, Jerome Maritim, should be ordered to pay the amount of \$856.50 within thirty (30) days of Board of County Commissioners' approval. In the event said amount is not paid within thirty (30) days, the fine should revert to the accrued amount prior to the reduction.

DONE AND ORDERED this May 19, 2021.



Paul J. Nicoletti
Code Enforcement Magistrate

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.



Agenda Item Summary

File ID: 21-0803

CNST-6

Meeting Date: 6/8/2021

PLACEMENT: Consent

TITLE:

REQUEST FOR APPROVAL OF A FINE REDUCTION STIPULATION AND AGREED RECOMMENDED ORDER REGARDING THE CODE ENFORCEMENT CASE OF TRAJEAN FIDEL CASE NUMBER 15-0091284

EXECUTIVE SUMMARY:

Pursuant to the provisions of Section 1.98B, General Ordinance, Martin County Code, the Board of County Commissioners is asked to consider approval of a Fine Reduction Stipulation and Agreed Recommended Order regarding the Code Enforcement case of Trajean Fidel.

DEPARTMENT: Building

PREPARED BY: **Name:** Rachel Spradley
Title: Nuisance Abatement Coordinator

REQUESTED BY: Be A Man Buy Land LLC

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Trajean Fidel Fine Reduction Request:

This Fine Reduction Stipulation and Agreed Recommended Order involves a parcel located at 14735 SW 171ST Avenue, Indiantown, Florida.

On August 19, 2015, an Order Finding Violation was issued by the Code Enforcement Magistrate to Trajean Fidel, for the following violation: Section 67.201.A. - Nuisance Declared: Weeds, Undergrowth General Ordinances, Martin County Code.

Compliance was required by September 16, 2015. On July 15, 2019, an Affidavit of Compliance/ Accrued Fines was issued reflecting an outstanding fine of \$ 106,900.00 plus costs in the amount of \$575.00.

Be A Man Buy Land LLC is the Current Owner of the property. Pursuant to a Tax Deed recorded in Official Records Book 3077, Page 1, Martin County, Florida Public Records, Respondent has no

remaining interest in the property.

Staff has determined that a lien reduction is warranted. The Current Owner was not responsible for the violation; however, they have offered to pay \$1,375.00 to resolve the outstanding fines which have accrued. In addition, staff has considered the \$8,000.00 assessed value of the property.

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 accept the Magistrate's recommendations that the lien on the property be reduced to \$1,375.00 and accepted as full payment.

ALTERNATIVE RECOMMENDATIONS

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

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

- | | | |
|--|---------------------------------------|---|
| <input type="checkbox"/> Budget Transfer / Amendment | <input type="checkbox"/> Chair Letter | <input type="checkbox"/> Contract / Agreement |
| <input type="checkbox"/> Grant / Application | <input type="checkbox"/> Notice | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Other: | <input type="checkbox"/> Resolution | |

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

MARTIN COUNTY, FLORIDA
CODE ENFORCEMENT MAGISTRATE
CASE NO. 15-0091284

MARTIN COUNTY, FLORIDA,
Petitioner,

vs.

FIDEL, TRAJEAN

Respondent(s),

PCN 014038002005000207

FINE REDUCTION STIPULATION AND AGREED RECOMMENDED ORDER

The Petitioner and Current Owner hereby freely stipulate and agree to the following:

THIS MATTER having come before the Magistrate on May 19, 2021, and having heard the testimony and other evidence of the parties, and having been fully apprised of the circumstances, and based upon a preponderance of the evidence, does find as follows:

1. This Fine Reduction Stipulation and Agreed Recommended Order involves a parcel located at 14735 SW 171ST AVE., INDIANTOWN, Martin County, Florida and further described as:

Lot 2, Block 5, BOOKER PARK, according to the Plat thereof, as recorded in Plat Book 2, at Page 34, of the Public Record of Martin County, Florida.

2. On August 19, 2015, an Order Finding Violation was issued by the Code Enforcement Magistrate to Trajean Fidel, for the following violation(s):
 - Section 67.201.A. - Nuisance Declared: Weeds, Undergrowth General Ordinances, Martin County Code.

Compliance was required by September 16, 2015. On July 15, 2019, an Affidavit of Compliance/Accrued Fines was issued reflecting an outstanding fine of \$ 106,900.00 plus costs in the amount of \$ 575.00.


3. Be A Man Buy Land LLC are the Current Owners of the property. Pursuant to a Tax Deed recorded in Official Records Book 3077, Page 1, Martin County, Florida Public Records, Respondent has no remaining interest in the property.
4. Staff has determined that a lien reduction is warranted. Current Owners were not responsible for the violation; however, they have offered to pay \$1,375.00 to resolve the outstanding fines which have accrued. In addition, staff has considered the \$8,000.00 assessed value of the property.

FINE REDUCTION STIPULATION AND AGREED RECOMMENDED ORDER


5. The parties represent, under penalty of perjury that that they have read this Stipulation; that they have full authority to enter into this Stipulation; that the facts contained herein are the truth, the whole truth and nothing but the truth; and that they are signing this agreement freely and voluntarily and are under no duress to execute it.

CURRENT OWNERS:

Be A Man Buy Land, LLC


Rene Griffith, In House Counsel
For Be A Man Buy Land, LLC

PETITIONER: MARTIN COUNTY, FLORIDA


Rachel Spradley
Nuisance Abatement Coordinator

Date: 5/05/2021

Date: 5/10/2021

AGREED RECOMMENDED ORDER

PURSUANT TO THE STIPULATION OF THE PARTIES SET FORTH ABOVE, IT IS HEREBY RECOMMENDED TO THE BOARD OF COUNTY COMMISSIONERS, as follows:

Given that Be A Man Buy Land, LLC has offered payment in the total amount of \$1,375.00 and Staff's determination that a reduction in the lien amount from \$107,475.00 is warranted, Be A Man Buy Land, LLC, should be ordered to pay the amount of \$1,375.00 within thirty (30) days of Board of County Commissioners' approval. In the event said amount is not paid within thirty (30) days, the fine should revert to the accrued amount prior to the reduction.

DONE AND ORDERED this 19th day of May, 2021.


Paul J. Nicoletti
Code Enforcement Magistrate

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.



Agenda Item Summary

File ID: 21-0792

CNST-7

Meeting Date: 6/8/2021

PLACEMENT: Consent

TITLE:

REQUEST BY JUDY ERVIN TO RELEASE UNITIES OF TITLE

EXECUTIVE SUMMARY:

Judy Ervin, the owner of property located at 420 Krueger Way, Stuart, within the City of Stuart, requests the release of four unities of title that were mistakenly recorded using Martin County Unity of Title forms.

DEPARTMENT: County Attorney

PREPARED BY: **Name:** Krista A. Storey

Title: Senior Assistant County Attorney

REQUESTED BY: Christin Spake, Esquire on behalf of Judy Ervin

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Judy Ervin and her husband, Bruce, now deceased, have owned the property located at 420 Krueger Way since 1973. The property is further described as Lots 2, 8 and 9, Block 2, Krueger Estates Subdivision. Although the property is located within the city of Stuart, in 2007, the Ervins recorded four separate unities of title utilizing the Martin County Unity of Title form. (Copies attached.) Pursuant to the attached April 8, 2021 email from attorney Christin Spake, the Ervins mistakenly believed the unities of title would result in all three lots being considered as part of their homestead.

Ms. Ervin is attempting to sell her property and the unities of title have created a cloud on the title. Although the property is not within unincorporated Martin County, the recordation of a Martin County Unity of Title encumbers the property until such time as the unity of title is released in writing by the Board of County Commissioners. Accordingly, the attached resolution releasing the unities of title has been drafted for the Board's consideration.

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 Resolution releasing the four referenced unities of title.

ALTERNATIVE RECOMMENDATIONS

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

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

- | | | |
|--|--|---|
| <input type="checkbox"/> Budget Transfer / Amendment | <input type="checkbox"/> Chair Letter | <input type="checkbox"/> Contract / Agreement |
| <input type="checkbox"/> Grant / Application | <input type="checkbox"/> Notice | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Other: | <input checked="" type="checkbox"/> Resolution | |

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



April 1, 2021

Via email at pschilli@martin.fl.us

Paul Schilling
Director, Growth Management Department
Martin County Board of County Commissioners
2401 SE Monterey Rd.
Stuart, FL 34996

Re: Release of Unities of Title

Dear Mr. Schilling:

In August of 2007 several unities of title encumbering property located in the City of Stuart were recorded with Martin County. We represent the potential buyer of the property encumbered by those unities and write to request your assistance in obtaining a release of the unities of title from the Board of County Commissioners.

The owner of the property, Judy Ervin, has agreed to our pursuing release of the unities of title.

The property subject to the erroneous unities of title is identified in the unities as:

Krueger Estates Lot 2, Block 2,

Krueger Estates Lot 8, Block 2, and

Krueger Estates Lot 9, Block 2.

Copies of the three unities, one of which appears to have been recorded twice, are enclosed herewith. The property's address is 420 Krueger Parkway, Stuart FL 34996 according to the Martin County Property Appraiser's website.

Please advise if you need further information to review this request, and thank you in advance for your consideration.

Very truly yours,

Christen Spake, Esq.

cls@mccarthysummers.com

Enclosure

Terence P. McCarthy *
Robert P. Summers *
Steven J. Wood **
Kenneth A. Norman
Nicola J. Boone Melby ***
Owen Schultz
Margaret E. Wood

Donna R. McMillan
Jessica M. VanValkenburgh
Christen Spake
Kimberly A. Ryan
David A. Lewis

**Board Certified
Real Estate Lawyer*

***Board Certified Wills,
Trusts & Estates Lawyer*

****Board Certified
Elder Law Lawyer*

Return to: Martin County Growth Management Department

UNITY OF TITLE

In consideration of the issuance of a permit to _____, as "Owner(s)" for the construction of _____ 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 Martin County or the State of Florida.

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 individual subdivision lots may be conveyed upon approval and recordation of the Plat of KRUEGER Estates Lot 2, BLK2 with the sole exception being that a portion of said property may be sold, transferred, devised, or assigned to Martin County or the State of Florida.

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 Martin County or the State of Florida.

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.

INSTR # 2034319 OR BK 02273 PG 1482 RECD 08/22/2007 03:12:15 PM
Pgs 1482 - 1484; (3pgs)
MARSHA EWING MARTIN COUNTY DEPUTY CLERK S Phoenix

INDIVIDUAL(S)

Signed, acknowledged and notarized on this 22nd day of August, 2007.

WITNESSES:

Sign: Donne Moore
Print: BRUCE E. ERVIN
Sign: Donielle Goodsell
Print: Donielle Goodsell
Sign: Andrea Heitfeld
Print: Andrea Heitfeld
Sign: Andrea Heitfeld
Print: Andrea Heitfeld

OWNER(S):

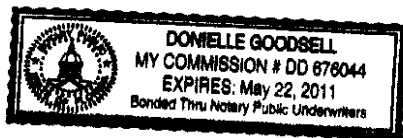
Sign: Bruce E Ervin
Print: BRUCE E ERVIN

Sign: Judy D Ervin
Print: Judy D. ERVIN
Owner(s) Address:
420 Krueger Pkwy
Stuart, FL. 34996

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 Florida
COUNTY OF Martin

I HEREBY CERTIFY that the foregoing Unity of Title was acknowledged before me this 22nd day of August, 2007, by Bruce E. Ervin. He or she ☒ is personally known to me or () has produced _____ as identification.



NOTARY PUBLIC
Donne Moore
Name: _____
State of Florida at large
My commission expires: _____

STATE OF Florida
COUNTY OF Martin

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 22nd day of August, 2007, by Judy B. Ervin. He or she ☒ is personally known to me or () has produced _____ as identification.



NOTARY PUBLIC
Donne Moore
Name: _____
State of Florida at large
My commission expires: _____

EXHIBIT "A"

LOT 2, BLOCK 2, KRUEGER ESTATES SUBDIVISION, ACCORDING TO THE
PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 85, OF THE PUBLIC
RECORDS OF MARTIN COUNTY, FLORIDA.

Copy Copy Copy

Return to: Martin County Growth Management Department

UNITY OF TITLE

In consideration of the issuance of a permit to _____, as "Owner(s)" for the construction of _____ 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 Martin County or the State of Florida.

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 individual subdivision lots may be conveyed upon approval and recordation of the Plat of Krueger Estates Lot 8, BLK 2, with the sole exception being that a portion of said property may be sold, transferred, devised, or assigned to Martin County or the State of Florida.

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 Martin County or the State of Florida.

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.

INSTR # 2034320 DR BK 02273 PG 1485 RECD 08/22/2007 03:12:15 PM
Pg 1485 - 1487 (3pgs)
MARSHA EWING MARTIN COUNTY DEPUTY CLERK S Phoenix

INDIVIDUAL(S)

Signed, acknowledged and notarized on this 22nd day of August, 2007.

WITNESSES:

Sign: Donelle Goodsell
Print: Donelle Goodsell
Sign: Andrea Heitfeld
Print: Andrea Heitfeld
Sign: Andrea Heitfeld
Print: Andrea Heitfeld

OWNER(S):

Sign: Bruce E. Ervin
Print: Bruce E. ERVIN

Sign: Judy D. Ervin
Print: Judy D. ERVIN
Owner(s) Address:
420 KRUEGER PKWY
Stuart, FL 34996

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 Florida
COUNTY OF Martin

I HEREBY CERTIFY that the foregoing Unity of Title was acknowledged before me this 22nd day of August, 2007, by Bruce E. Ervin. He or she ☒ is personally known to me or () has produced _____ as identification.



NOTARY PUBLIC
Donelle Goodsell
Name: _____
State of Florida at large
My commission expires: _____

STATE OF Florida
COUNTY OF Martin

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 22nd day of August, 2007, by Judy D. Ervin. He or she ☒ is personally known to me or () has produced _____ as identification.



NOTARY PUBLIC
Donelle Goodsell
Name: _____
State of Florida at large
My commission expires: _____

EXHIBIT "A"

LOT 8, BLOCK 2, KRUEGER ESTATES SUBDIVISION, ACCORDING TO THE
PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 85, OF THE PUBLIC
RECORDS OF MARTIN COUNTY, FLORIDA.

Copy Copy Copy

Return to: Martin County Growth Management Department

UNITY OF TITLE

In consideration of the issuance of a permit to _____, as "Owner(s)" for the construction of _____ 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 Martin County or the State of Florida.

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 individual subdivision lots may be conveyed upon approval and recordation of the Plat of Krueger Estates Lot 9, BLK 2, with the sole exception being that a portion of said property may be sold, transferred, devised, or assigned to Martin County or the State of Florida.

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 Martin County or the State of Florida.

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.

INDIVIDUAL(S)

Signed, acknowledged and notarized on this 22nd day of August, 2007.

WITNESSES:

Sign: Donne Goodsell
Print: Donielle Goodsell
Sign: Andrea Heitfeld
Print: Andrea Heitfeld
Sign: Andrea Heitfeld
Print: Andrea Heitfeld

OWNER(S):

Sign: Bruce E Ervin
Print: BRUCE E ERVIN

Sign: Judy D Ervin
Print: Judy D. ERVIN
Owner(s) Address:
420 Krueger Pkwy
Stuart, FL 34996

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 Florida
COUNTY OF MARTIN

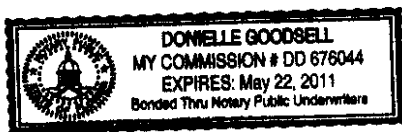
I HEREBY CERTIFY that the foregoing Unity of Title was acknowledged before me this 22nd day of August, 2007, by Bruce E. Ervin. He or she ☒ is personally known to me or () has produced _____ as identification.



NOTARY PUBLIC
Donne Goodsell
Name:
State of Florida at large
My commission expires:

STATE OF Florida
COUNTY OF Martin

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 22nd day of August, 2007, by Judy D. Ervin. He or she ☒ is personally known to me or () has produced _____ as identification.



NOTARY PUBLIC
Donne Goodsell
Name:
State of Florida at large
My commission expires:

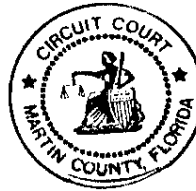
EXHIBIT "A"

LOT 9, BLOCK 2, KRUEGER ESTATES SUBDIVISION, ACCORDING TO THE
PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 85, OF THE PUBLIC
RECORDS OF MARTIN COUNTY, FLORIDA.

Copy Copy Copy

INSTR # 2034321 DR BK 02273 PG 1488 RECD 08/22/2007 03:12:15 PM
Pg 1488 - 1490 (3pgs)
MARSHA EWING MARTIN COUNTY DEPUTY CLERK S Phoenix

Martin County Growth Management Department
2401 S. E. Monterey Road, Stuart, FL 34996
772-288-6601 www.martin.fl.us



Form
Unity of Title

Return to: Martin County Growth Management Department

UNITY OF TITLE

In consideration of the issuance of a permit to _____, as "Owner(s)" for the construction of _____ 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 Martin County or the State of Florida.

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 individual subdivision lots may be conveyed upon approval and recordation of the Plat of Reverex Estates Lot 9, BLK 2, with the sole exception being that a portion of said property may be sold, transferred, devised, or assigned to Martin County or the State of Florida.

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 Martin County or the State of Florida.

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.

INSTR # 2034376 DR BK 02273 PG 1699 RECD 08/23/2007 10:15:47 AM
Pg 1699 - 1701 (3pgs)
MARSHA EWING MARTIN COUNTY DEPUTY CLERK T Corpus (asst mgr)

INDIVIDUAL(S)

Signed, acknowledged and notarized on this 22nd day of August, 2007.

WITNESSES:

Sign: Donne Goodsell
Print: Donielle Goodsell
Sign: Andrea Heitfeld
Print: Andrea Heitfeld
Sign: Andrea Heitfeld
Print: Andrea Heitfeld
Sign: Andrea Heitfeld
Print: Andrea Heitfeld

OWNER(S):

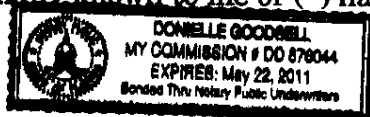
Sign: Bruce E Ervin
Print: Bruce E Ervin

Sign: Judy D Ervin
Print: Judy D. Ervin
Owner(s) Address:
420 Krueger Pkwy
Stuart, FL 34996

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 Florida
COUNTY OF MARTIN

I HEREBY CERTIFY that the foregoing Unity of Title was acknowledged before me this 22nd day of August, 2007, by Bruce E. Ervin. He or she ☒ is personally known to me or () has produced _____ as identification.



NOTARY PUBLIC
Donne Goodsell
Name: _____
State of Florida at large
My commission expires: _____

STATE OF Florida
COUNTY OF Martin

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 22nd day of August, 2007, by Judy D. Ervin. He or she ☒ is personally known to me or () has produced _____ as identification.



NOTARY PUBLIC
Donne Goodsell
Name: _____
State of Florida at large
My commission expires: _____

STATE OF FLORIDA, COUNTY OF MARTIN

I hereby certify that the foregoing is a true and correct copy of pages 1 through 2 of the instrument filed in this office. The original instrument filed contains 3 pages.

☐ This copy has no redactions. ☐ This copy has been redacted pursuant to law.

22 August 2007 Witness my hand and official seal this 23 day of Aug, 2007 page 2 of 3

MARSHA EWING, CLERK OF THE CIRCUIT COURT
By: Sammy D. Lopez Deputy Clerk.



DR-Form-001

EXHIBIT "A"

LOT 2, BLOCK 2, KRUEGER ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 85, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

LOT 9, BLOCK 2, KRUEGER ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 85, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

LOT 8, BLOCK 2, KRUEGER ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 85, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

Donna Gordon

Subject: FW: Unities of Title at 420 Krueger Pkwy

From: Christen Spake <cls@mccarthysummers.com>

Sent: Thursday, April 8, 2021 12:02 PM

To: Krista Storey <kstorey@martin.fl.us>

Cc: Paul Schilling <pschilli@martin.fl.us>; Terence McCarthy <TPM@mccarthysummers.com>

Subject: RE: Unities of Title at 420 Krueger Pkwy



Hello Krista,

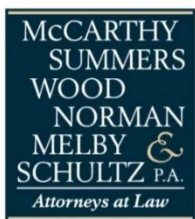
Bruce [now deceased] and Judy Ervin have owned this property since the 70s. About 14 years ago they erroneously executed and recorded these Martin County unities of title with the County Clerk though the property is in the City of Stuart. Evidently they thought these unities would include all the property as part of their homestead. Judy Ervin, now an elderly widow, is under contract to sell; however the unities are a cloud on the title. The unities provide that they must be released by the Board of County Commissioners, so we are asking that the Board release them so that her property sale can close. We recognize that the County does not have jurisdiction over this property in the City, but the instruments provide that only the Board has jurisdiction to release them from the property. We would very much appreciate a simple release of the unities by the Board.

Best,

Christen Spake, Esq.

(772) 286-1700

cls@mccarthysummers.com



2400 SE Federal Highway
4th Floor
Stuart, FL 34994
(772) 286-1700 • Fax (772)283-1803
<https://www.McCarthySummers.com>

Connect with us:



Confidentiality Notice: The information contained in this communication is privileged and confidential. It is intended solely for the addressee(s) named above. Access to this communication by anyone else is unauthorized. If the reader of this communication is not the intended recipient, nor the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone at (772) 286-1700, or notify us by e-mail at administrator@mccarthysummers.com.

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

RESOLUTION NUMBER

**A RESOLUTION RELEASING UNITIES OF TITLE RELATED TO
420 KRUEGER PARKWAY, STUART, FLORIDA**

WHEREAS, this Board has made the following determinations of fact:

1. Judy Ervin, the owner of property located at 420 Krueger Parkway, Stuart, Florida, within the City of Stuart, has requested the release of four unities of title related to the property which were mistakenly recorded utilizing Martin County Unity of Title forms.
2. Although the property is not within unincorporated Martin County, the recordation of a Martin County Unity of Title encumbers the property until such time as the unity of title is released in writing by the Board of County Commissioners.
3. This Board considered Ms. Ervin's request at a public meeting on June 8, 2021.
4. At the public meeting, all interested parties were given an opportunity to be heard.

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

- A. The Unity of Title recorded in Official Records Book 2273, Page 1482 of the Public Records of Martin County, Florida is hereby released.
- B. The Unity of Title recorded in Official Records 2273, Page 1485 of the Public Records of Martin County, Florida is hereby released.
- C. The Unity of Title recorded in Official Records 2273, Page 1488 of the Public Records of Martin County, Florida is hereby released.
- D. The Unity of Title recorded in Official Records 2273, Page 1699 of the Public Records of Martin County, Florida is hereby released.
- E. This Resolution shall be recorded in the Public Records of Martin County.

DULY PASSED AND ADOPTED THIS 8th DAY OF JUNE, 2021.

ATTEST:

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY:_____
STACEY HETHERINGTON
CHAIR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY:_____
KRISTA A. STOREY, SENIOR
ASSISTANT COUNTY ATTORNEY



Agenda Item Summary

File ID: 21-0790

CNST-8

Meeting Date: 6/8/2021

PLACEMENT: Consent

TITLE:

ADOPTION OF A RESOLUTION ACCEPTING TWO QUIT CLAIM DEEDS FROM SOUTHERN LAND GROUP, INC., DESIGNATING ONE PARCEL AS RIGHT OF WAY AND THE OTHER AS DRAINAGE FOR DANFORTH CREEK IN PALM CITY

EXECUTIVE SUMMARY:

This is a request for the adoption of a resolution accepting two Quit Claim Deeds from Southern Land Group, Inc., an inactive Florida corporation, clearing interest in the properties still under the corporate name in order to dissolve the corporation, located in Palm City Florida.

DEPARTMENT: Public Works

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

REQUESTED BY: Elizabeth P. Bonan, Attorney for Southern Land Group, Inc.

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

1. Documents prepared by: Martin County
2. Parties to the Agreement: Southern Land Group, Inc. - party of the first part
Martin County - party of the second part
3. Purpose of the document: Resolve ownership issues no longer needed
by Southern Land Group, Inc.
4. New/Revised/Modified: New
5. Duration: Perpetual
6. Benefits to Martin County: Resolve overlap in drainage and right
of way
7. Cost to Martin County: Minimal recording fees

Attorneys for Southern Land Group, Inc., the developer of the Martin Down DRI, contacted staff and wishes to conclude all outstanding title rights in order to dissolve the corporation. Four parcels remain owned by Southern Land Group, Inc. that were not fully transferred during the Martin Downs Utility transfer.

Martin Downs Property Owners Association, Inc. (MDPOA), will accept two of the parcels, but have no need for the remaining two, since there is no association property adjacent and no reason for the association to own.

The two remaining parcels, the first (Parcel 1) is along Mapp Road immediately adjacent to the county's Justin Wilson (Palm City) Park and county right of way for Mapp Road. A portion of this parcel was transferred to the County in 1989, with A Special Warranty Deed recorded at OR Book 839, Page 2323, official records of Martin County. This small segment was omitted from the legal description during the transfer. To resolve any future questionable ownership or overlap, Southern Land Group, Inc., wishes to Quit Claim the parcel in its entirety to the County.

Pursuant to Section 336.08, Florida Statutes the Board may designate property as Right of Way for public County road by adoption of a Resolution.

The second (Parcel 2) is located along Danforth Creek where immediately south of where it runs under Martin Downs Boulevard. A portion of this parcel was conveyed and accepted by the County in 1985 with a Quit Claim Deed recorded at OR Book 632, Page 1136, official records of Martin County. In order to transfer the entire parcel, a new legal description was created by the Survey Division, which will resolve any further uncertainty.

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.

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 two Quit Claim Deeds from Southern Land Group, Inc., an inactive Florida corporation, designating Parcel 1 as right of way and authorize the Chair to execute any and all documents necessary to complete the transaction.

ALTERNATIVE RECOMMENDATIONS

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

FISCAL IMPACT:

RECOMMENDATION

None

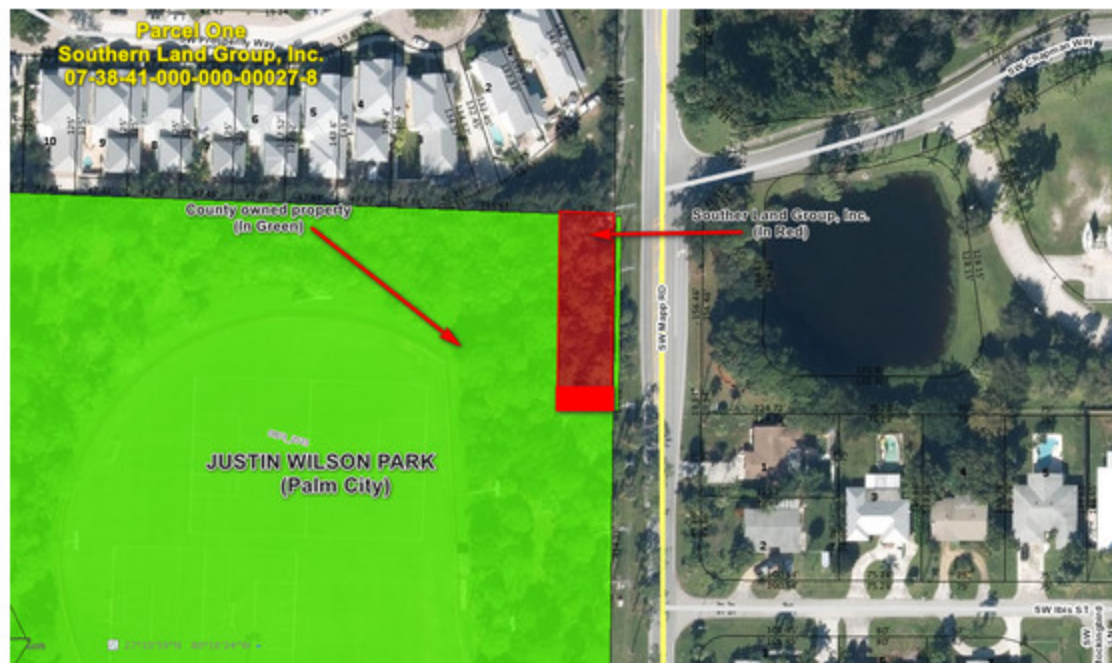
ALTERNATIVE RECOMMENDATIONS

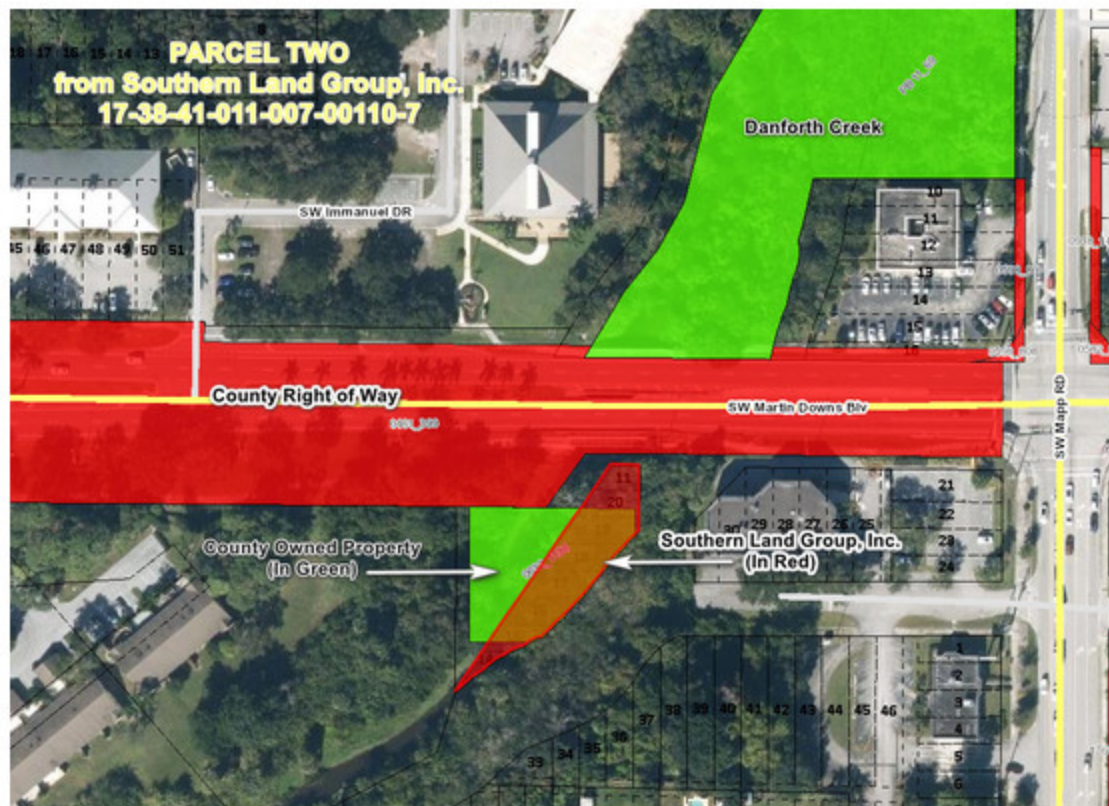
None

DOCUMENT(S) REQUIRING ACTION:

- | | | |
|--|--|--|
| <input type="checkbox"/> Budget Transfer / Amendment | <input type="checkbox"/> Chair Letter | <input checked="" type="checkbox"/> Contract / Agreement |
| <input type="checkbox"/> Grant / Application | <input type="checkbox"/> Notice | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Other: | <input checked="" type="checkbox"/> Resolution | |

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





BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NO. 21_____

WHEREAS, Southern Land Group, Inc., a dissolved Florida corporation, wishes to Quit Claim its remaining ownership in two parcels in Palm City; and

WHEREAS, by document entitled "Quit Claim Deed" (Parcel One) executed on _____, 2021, Southern Land Group, Inc., grants to Martin County all of its right, title, interest, claim and demand in and to the following described parcel, situated and lying in the County of Martin, State of Florida;

The East fifty (50) Feet of the North fifty (50) feet of the N1/2 of the SE1/4 of the NW ¼ of Section 7, and the South fifty (50) feet of the N1/2 and the North fifty (50) feet and the East fifty (50) feet of the S1/2 of Government Lot 2, Section 7, T38S R41E, Martin County, Florida

WHEREAS, pursuant to Section 336.08, Fla. Stat., the Board may designate additional right of way as a public County road by adoption of a Resolution; and

WHEREAS, by document entitled "Quit Claim Deed" (Parcel Two) executed on _____, 2021, Southern Land Group, Inc., grants to Martin County all of its rights, title, interest, claim and demand in and to the following described parcel, more fully described in the attached **Exhibit "A"** attached hereto and made a part hereof, situated and lying in the County of Martin State of Florida.

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:

The Martin County Board of County Commissioners hereby accepts and approves the two Quit Claim Deeds from Southern Land Group, Inc., a dissolved Florida corporation and dedicates Parcel One as additional right of way to Martin County.

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

ATTEST:

MARTIN COUNTY BOARD OF COUNTY
COMMISSIONERS

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

EXHIBIT “A”

This instrument prepared by:

Carla Segura Real Property Management
Martin County
2401 SE Monterey Rd.
Stuart, Florida 34996

Parcel Name: Southern Land Group (Parcel One)
Parcel Address: SW Mapp Road, Palm City
PCN: 07-38-41-000-000027-8

QUIT-CLAIM DEED

THIS INDENTURE, made this 20 day of April, 2021, by and between **SOUTHERN LAND GROUP INC.**, a dissolved Florida corporation, whose address is 4801 PGA Blvd., Palm Beach Gardens, Florida 33416, hereinafter referred to as the party of the first part and **MARTIN COUNTY**, a political subdivision of the State of Florida, whose address is 2401 S.E. Monterey Road, Stuart, Florida 34996, hereinafter referred to as the party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of One Dollar (\$1.00) in hand paid by the said party of the second part, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed and by these presents does remise, release and quit-claim unto the said party of the second part, and its heirs and assigns, forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land to wit:

The East fifty (50) Feet of the North fifty (50) feet of the N1/2 of the SE1/4 of the NW ¼ of Section 7, and the South fifty (50) feet of the N1/2 and the North fifty (50) feet and the East fifty (50) feet of the S1/2 of Government Lot 2, Section 7, T38S R41E, Martin County, Florida.

TO HAVE AND TO HOLD THE SAME, together with all and singular, the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only property use, benefit and belief of the said party of the second part its heirs and assigns, forever.

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

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

SOUTHERN LAND GROUP INC.

WITNESS

PRINT NAME

WITNESS

PRINT NAME

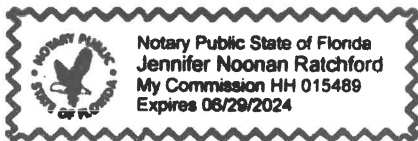
Print Name and Title:

PRESIDENT

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF DADE BEACH

The foregoing instrument was acknowledged before me this 20 day of April, 2021,
by PETER CUMMINGS as the PRESIDENT of Southern Land Group, Inc., a
dissolved Florida corporation, on behalf of the corporation () by means of physical presence or
() online notarization. He/she is (✓) personally known to me or has produced
_____ as identification.



Jennifer Noonan Ratchford
Notary Public

This instrument prepared by:

Carla Segura Real Property Management
Martin County
2401 SE Monterey Rd.
Stuart, Florida 34996

Parcel Name: Southern Land Group (Parcel Two)
Parcel Address: Unassigned, Palm City
PCN: 17-38-41-011-007-00110-7

QUIT-CLAIM DEED

THIS INDENTURE, made this 20 day of April, 2021, by and between **SOUTHERN LAND GROUP INC.**, a dissolved Florida corporation, whose address is 4801 PGA Blvd., Palm Beach Gardens, Florida 33416, hereinafter referred to as the party of the first part and **MARTIN COUNTY**, a political subdivision of the State of Florida, whose address is 2401 S.E. Monterey Road, Stuart, Florida 34996, hereinafter referred to as the party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of One Dollar (\$1.00) in hand paid by the said party of the second part, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed and by these presents does remise, release and quit-claim unto the said party of the second part, and its heirs and assigns, forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land to wit:

EXHIBIT "A" (attached hereto and made a part hereof)

TO HAVE AND TO HOLD THE SAME, together with all and singular, the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only property use, benefit and belief of the said party of the second part its heirs and assigns, forever.

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

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

SOUTHERN LAND GROUP INC.

Julie F. Cummings
WITNESS
Julie F. Cummings
PRINT NAME

[Signature]
Print Name and Title: President

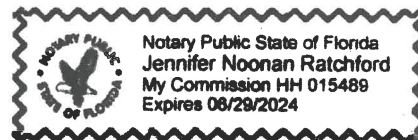
Betty M. English
WITNESS
BETTY M. ENGLISH
PRINT NAME

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PAIM BEACH

The foregoing instrument was acknowledged before me this 20 day of April, 2021,
by PETER J. Cummings the President of Southern Land Group, Inc., a
dissolved Florida corporation, on behalf of the corporation (☒) by means of physical presence or
() online notarization. He/she is (☒) personally known to me or has produced
_____ as identification.

Jennifer Noonan Ratchford
Notary Public



MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 20-013.DWG

M.C. PROJ. NO. 21-013

SHEET NO. 2 OF 3

EXHIBIT A

DESCRIPTION

A PARCEL OF LAND LYING WITHIN CLEVELAND 2ND ADDITION TO THE TOWN OF PALM CITY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGE 63, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 11, 13, 14, 15, 16, 17, 18, 19 AND 20, BLOCK 7, CLEVELAND 2ND ADDITION TO THE TOWN OF PALM CITY, LYING SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SW MARTIN DOWNS BOULEVARD, ALSO KNOWN AS STATE ROAD 714, AS SHOWN ON THE RIGHT-OF-WAY MAP FOR SW MARTIN DOWNS BOULEVARD PALM CITY, FLORIDA, ACCORDING TO THE MAP THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 42, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AND EASTERLY OF THE EASTERLY BOUNDARY LINE OF PINE RIDGE AT MARTIN DOWNS-VILLAGE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 98, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

**NOTE: THIS IS NOT A SURVEY. THIS SHEET IS
NOT VALID WITHOUT SHEETS 1 AND 3.**

A PARCEL OF LAND LYING WITHIN
THE CLEVELAND 2ND ADDITION PB 11, PG 63
PALM BEACH (NOW MARTIN) COUNTY, FLORIDA

SUPERVISED BY : TMW

DRAWN BY : JMM SCALE : N/A

DATE : 4/16/2021

DRAWING # 21-013

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 20-013.DWG

M.C. PROJ. NO. 21-013

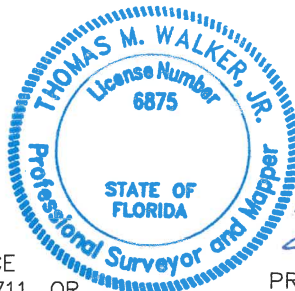
SHEET NO. 1 OF 3

EXHIBIT A

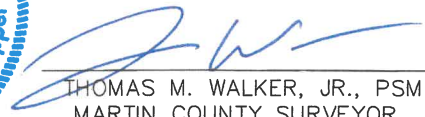
SURVEYOR'S NOTES

1. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON CLEVELAND 2ND ADDITION TO THE TOWN OF PALM CITY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGE 63, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA AND PINE RIDGE AT MARTIN DOWNS-VILLAGE I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 98, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND RIGHT-OF-WAY MAP FOR SW MARTIN DOWNS BOULEVARD PALM CITY, FLORIDA, ACCORDING TO THE MAP THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 42, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.
2. THIS LEGAL DESCRIPTION SHALL NOT BE VALID:
 - A. UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1, 2, AND 3, SHEET 3 BEING A SKETCH.
 - B. WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.
3. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO DESCRIBE A PARCEL OF LAND FOR A QUIT CLAIM DEED.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. THIS IS NOT A SURVEY AND DOES NOT DEFINE OWNERSHIP OR ENCROACHMENTS.
6. PROPERTY, TRACT, AND PARCEL LINES SHOWN ARE APPROXIMATE IN NATURE AND NOT TO BE RELIED UPON FOR LAND POSITIONING OR DETERMINATIONS.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. LEGEND: AKA=ALSO KNOWN AS, (C)=CALCULATED DISTANCE, (M)=MAPPED DISTANCE, ORB=OFFICIAL RECORDS BOOK, (P)=PLATTED DISTANCE, PB=PLAT BOOK, PG=PAGE.

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 AND MAPPER IN RESPONSIBLE CHARGE


THOMAS M. WALKER, JR., PSM
MARTIN COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. PSM 6875

DATE: APR 16 2021

A PARCEL OF LAND LYING WITHIN
THE CLEVELAND 2ND ADDITION PB 11, PG 63
PALM BEACH (NOW MARTIN) COUNTY, FLORIDA

SUPERVISED BY : TMW

DRAWN BY : JMM SCALE : N/A

DATE : 4/16/2021

DRAWING # 21-013

MARTIN COUNTY, STUART, FLORIDA

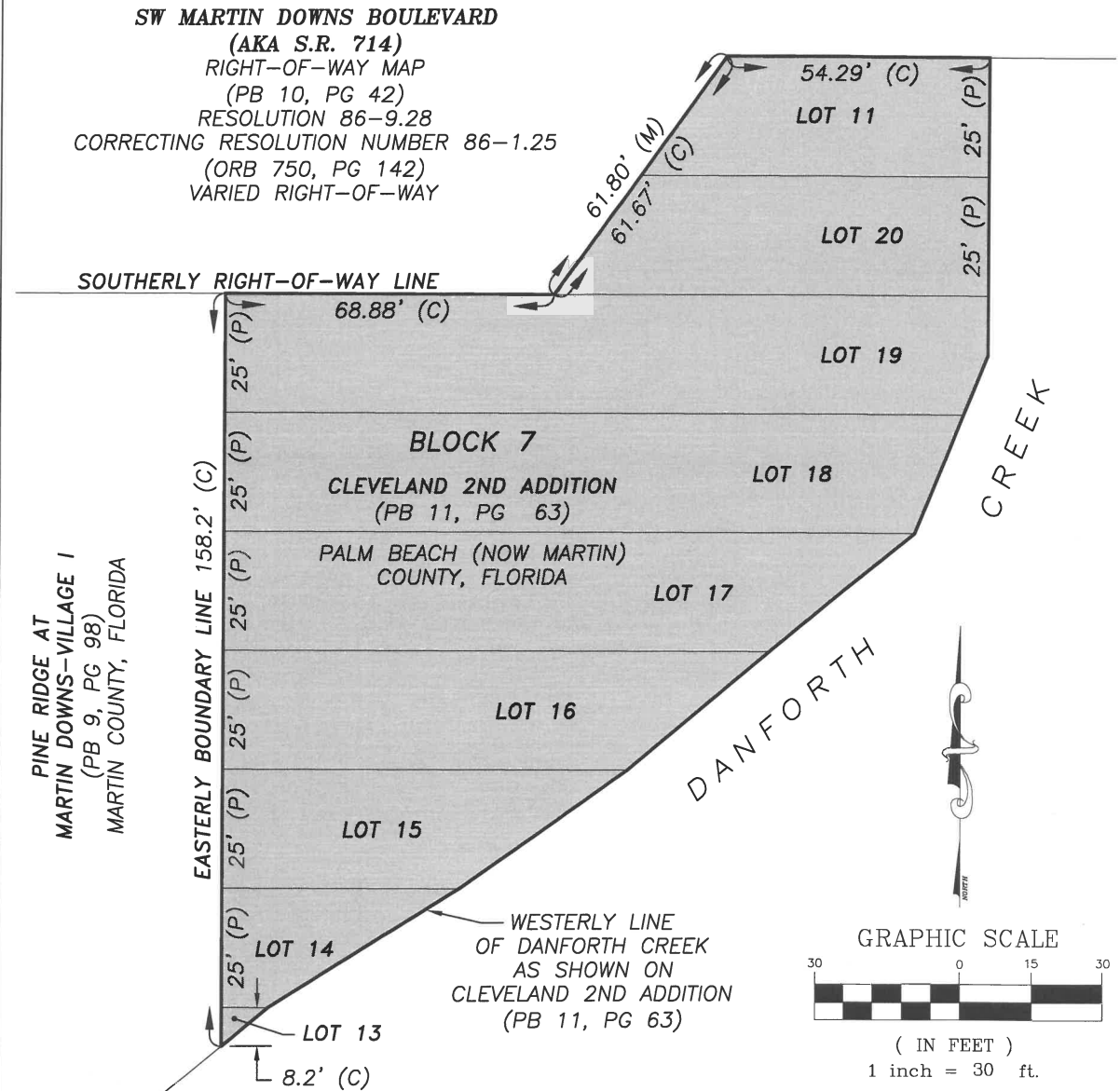
2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 20-013.DWG

M.C. PROJ. NO. 21-013

SHEET NO. 3 OF 3

EXHIBIT A



NOTE: THIS IS NOT A SURVEY. THIS SHEET IS NOT VALID WITHOUT SHEETS 1 AND 2.

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=30' OR SMALLER.

A PARCEL OF LAND LYING WITHIN
THE CLEVELAND 2ND ADDITION PB 11, PG 63
PALM BEACH (NOW MARTIN) COUNTY, FLORIDA

SUPERVISED BY : TMW

DRAWN BY : JMM SCALE : 1"=30'

DATE : 4/16/2021

DRAWING # 21-013

803565

WARRANTY DEED, SPECIAL
FROM CORP.

RECORD VERIFIED

RAMCO FORM 334

This Special Warranty Deed Made the 14th day of December, A. D. 1989 by
SOUTHERN LAND GROUP, INC.

a corporation existing under the laws of Florida, and having its principal place of
business at P. O. Box 9023, Stuart, Florida, 34995,
hereinafter called the grantor, to

MARTIN COUNTY, a political subdivision of the State of Florida,
whose postoffice address is 2401 S.E. Monterey Road, Stuart, Florida, 34996,
hereinafter called the grantee:

(Wherever 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)

Witnesseth: That the grantor, for and in consideration of the sum of \$1.00 (ONE) and other
valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell,
alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Martin
County, Florida, viz:

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

SUBJECT TO: 1) all conditions, easements and restrictions of record;
2) all applicable zoning ordinances; and 3) taxes for the year 1989 and
subsequent years.

PROVIDED HOWEVER, the provisions of Exhibit "B", attached hereto and made
a part hereof, shall apply to this conveyance.

Together with all the tenements, hereditaments and appurtenances thereto belonging in any
wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee
simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully war-
rants the title to said land and will defend the same against the lawful claims of all persons claiming
by, through or under the said grantor.

In Witness Whereof

(CORPORATE SEAL)

the grantor has caused these presents to
be executed in its name, and its corporate seal to be hereunto affixed, by its
proper officers thereunto duly authorized, the day and year first above written.

ATTEST: George B. Hough, Jr.
George B. Hough, Jr., Vice President
Signed, sealed and delivered in the presence of:

Candace D. Platt
Betty M. English

SOUTHERN LAND GROUP, INC.

By David R. Giunta
David R. Giunta, President

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,
personally appeared

DAVID R. GIUNTA

and

GEORGE B. HOUGH, JR.,

well known to me to be the President and Vice President respectively of the corporation Southern Land Group, Inc. as grantor
in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses (not) and voluntarily
under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of December, A. D. 1989.

This Instrument prepared by:
Address

STEPHEN FRY, Esquire
FRY & OLECK, P.A.
Stuart Professional Center
900 E. Ocean Boulevard-Suite 120
Stuart, Florida 34994

Margaret Carter
Notary Public, State of Florida
My Commission Expires Aug. 23, 1990

DR BXO 839 PG2 323

THIS DEED IS NOT SUBJECT TO THE DOCUMENTARY STAMP TAX
PURSUANT TO DEPARTMENT OF REVENUE RULE 12B-4.014(2)(c).

Accepted pursuant to
Resolution No. 89-11.8b

EXHIBIT "A"

(PARK G)

A parcel of land situate in Section 7, Township 38 South, Range 41 East, Martin County, Florida. More particularly described as follows:

Begin at the Northeast corner of the West half (W 1/2) of the Southeast Quarter (SE 1/4) of said Section 7; thence North 87°53'19" West, along the North line of said West Half (W1/2) of the Southeast Quarter (SE 1/4) of Section 7, a distance of 50.02 feet to a line 50.00 feet West of and parallel with the Northerly prolongation of the East line of said West Half (W1/2) of the Southeast Quarter (SE 1/4) of Section 7; thence North 00°20'48" East, along said parallel line, a distance of 175.10 feet to a line 175.00 feet Northerly of and parallel with the North line of said West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 7; thence North 87°53'19" West, along said parallel line, a distance of 551.11 feet; thence South 04°52'52" East a distance of 168.17 feet; thence South 27°20'43" East a distance of 62.80 feet; thence South 01°26'21" West a distance of 118.68 feet; thence South 25°55'12" East a distance of 73.00 feet; thence South 31°55'14" West a distance of 87.81 feet; thence South 26°19'35" West a distance of 96.61 feet; thence South 07°20'32" West a distance of 30.93 feet to the South line of the North 425.00 feet (said 425.00 feet as measured along the East line of said West half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 7; thence South 87°53'19" East, along said South line, a distance of 618.65 feet to the East line of said West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 7; thence North 00°20'48" East, along said East line, a distance of 425.00 feet to the Point of Beginning.

Together with a parcel more particularly described as follows:

Begin at the aforementioned Point of Beginning; thence North 00°20'48" East, along the Northerly prolongation of the East line of said West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 7, a distance of 175.10 feet to a line 175.00 feet Northerly of and parallel with the North line of said

West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 7; thence South 87°53'19" East, along said parallel line, a distance of 5.39 feet to the Westerly right of way line of Southwest Mapp Road; thence South 00°27'46" West, along said right of way line, a distance of 174.91 feet to the South line of Government Lot 1 of said Section 7; thence North 89°51'38" West, along said South line, a distance of 5.03 feet to the Point of Beginning.

Bearings based on an assumed bearing of North 00°20'48" East along said East line of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 7.

LESS AND EXCEPT those properties described in Special Warranty Deed to Martin County recorded in Official Records Book 581, Page 1002.

EXHIBIT "B"

(Park G)

THE FOLLOWING PROVISION shall apply to this conveyance:

I. Both Grantor and Grantee recognize and agree that this Deed satisfies the Park donation provision of Section Phase II F(2) of Exhibit "E" (Timetable) of the Planned Unit Development Zoning Agreement between Southern Realty Group, Inc., Southern Land Group, Inc. and South Florida Land, Inc. (Developer), and Martin County dated the 8th day of August, 1980, as recorded at Official Records Book 502, Page 1646, Martin County, Florida, public records, and the Seventeenth Amendment to the Planned Unit Development Zoning Agreement, dated the 14th day of August, 1984, as recorded at Official Records Book 615, Page 1278, Martin County, Florida, public records.

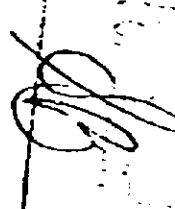
THEREFORE, the conveyance of the subject property shall be for so long as the subject property is used perpetually and exclusively for public park and recreation area purposes or other uses not contrary to public park and recreation area purposes, and is retained by Grantee or conveyed by it with the express written consent of the Grantor; and when the subject property is no longer used for the purposes set forth above or conveyed by the Grantee without the prior express written consent of the Grantor, it shall revert to the Grantor. In the event the conditions set forth above are not maintained, the Grantee agrees to execute and deliver such deeds and other documentation necessary for the Grantor to obtain a clear and unencumbered title.

II. The subject property is conveyed to the Grantee subject to the following restrictive covenant:

Prior to the construction or installation of any building, structure, sign or recreation, parking or other facility (hereinafter described as "Facilities"), by the Grantee, the final plans and specifications of the Facilities must be agreed upon between Grantor and Grantee. No such construction or installation shall occur prior to such agreement. Grantor shall not unreasonably withhold its agreement.

This restrictive covenant shall be an affirmative covenant running with the land with any violation or breach giving either the Grantor or the Martin Downs Property owners' Association, Inc., a Florida corporation, or both of said entities, their successors and assigns, the right to proceed at law or equity to compel compliance with this restrictive covenant and/or to prevent any violation or breach; provided, however, that no individual member of or shareholder in the Martin Downs Property owners' Association, Inc. shall have any right to seek to compel compliance with this restrictive covenant or to prevent any violation or breach of this restrictive covenant. Such litigation shall not be commenced until the Grantee has received thirty (30) days written notice of the alleged violation or breach of the obligations contained in this Deed and has failed to remedy such breach. The expense of any such litigation shall be borne by the non-prevailing party, including, but not limited to reasonable attorneys' fees incurred in connection with such litigation.

III. The Grantor does reserve unto itself a perpetual easement for the location and maintenance of utilities and similar service facilities, to include cable television, (hereinafter described as "Utilities"), as may now be in place or as may hereafter be installed at the Grantor's expense. Prior to the installation of future Utilities, the Grantee shall have the right to approve the location of the Utilities which approval shall not be unreasonably withheld. After the installation of any Utilities by Grantor, the subject property shall be returned to its pre-installation condition or better at Grantor's expense. This easement does not include construction of towers, buildings or other such structures which would detrimentally affect the use of the property by the Grantee according to the terms and conditions of this Deed.

BY  O.G.

39 DEC 21 P 1:31

There is no evidence that Resolutions 89-11.8a, 89-11.8b and 89-11.8c were ever prepared, signed or recorded.

BOARD OF COUNTY COMMISSIONERS, MARTIN COUNTY, FLORIDA

A G E N D A

NOVEMBER 7, 1989

REGULAR MEETING

9:00 A.M. - MARTIN COUNTY COMMISSION MEETING ROOM, 2401 S.E. MONTEREY ROAD,
STUART, FLORIDA 34996-3397

COUNTY COMMISSIONERS

Frank A. Wacha, Chairman
Walter W. Thom, Jr., Vice-Chairman
Thomas J. Higgins
Maggy Hurchalla
Mary Dawson

Joseph R. Grassie, County Administrator
Noreen S. Dreyer, County Attorney
Marsha Stiller, Clerk to the Board

* * * * *

1. CALL TO ORDER - 9:00 A.M.

INVOCATION

The Reverend Johnnie Gilbert
Martin County Ministerial Association
Stuart, Florida

PLEDGE OF ALLEGIANCE

2. ADDITION OF EMERGENCY ITEMS

3. COMMENDATION OF APPRECIATION

Frank A. Wacha
Chairman

A. Mrs. H. R. Lartaud,
Library Board of Trustees.

4. CONSENT AGENDA

A. CLERK

Marsha Stiller

Recommend report
be received.

1. Investments.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
NOVEMBER 7, 1989

4. CONSENT AGENDA
(CONTINUED)

H. LEGAL
(continued)

Noreen S. Dreyer
County Attorney

Recommend an extension
be granted to 11/8/89.

Recommend a sixty (60)
day extension be granted,
requiring submission of
documents by 12/20/89.

Recommend:

- a. authorization for
the Chairman or Vice-
Chairman to sign a
letter to the Property
Appraiser regarding
the proration of taxes;
- b. acceptance of three (3)
Special Warranty Deeds
by Resolution upon
completion of the
closing, and author-
ization for the
Chairman or Vice-
Chairman to execute any
necessary documents for
closing;
and
- c. direction for the
County Attorney's Office
to apply to the State
for the transfer of the
right of entry after the
closing and authorization
for the Chairman or Vice-
Chairman to sign any
necessary documents.

3. NINETY-FIVE RIVERSIDE:

requesting permission to
grant an extension of time
to submit executed documents.

MEMO: LE-89-863

4. GLEN EDEN:

requesting permission
to grant an extension
of time to submit
executed documents.

MEMO: LE-89-862

5. SOUTHERN LAND GROUP, INC.,
ACCEPTANCE OF DEEDS:

requesting acceptance of
deeds for Parks "B" and
"C" and wetland area.

MEMO: LE-89-828

4. CONSENT AGENDA
(CONTINUED)

H. LEGAL (continued)

EXHIBIT # 2290

Recommend a sixty (60) day extension be granted, requiring submission of documents by 12/20/89.

4. GLEN EDEN:
requesting permission to grant an extension of time to submit executed documents.

MEMO: LE-89-862

Recommend:

- a. authorization for the Chairman or Vice-Chairman to sign a letter to the Property Appraiser regarding the proration of taxes;
- b. acceptance of three (3) Special Warranty Deeds by Resolution upon completion of the closing, and authorization for the Chairman or Vice-Chairman to execute any necessary documents for closing; and
- c. direction for the County Attorney's Office to apply to the State for the transfer of the right of entry after the closing and authorization for the Chairman or Vice-Chairman to sign any necessary documents.

5. SOUTHERN LAND GROUP, INC.,
ACCEPTANCE OF DEEDS:

requesting acceptance of deeds for Parks "B" and "C" and wetland area.

MEMO: LE-89-828

EXHIBIT # 2293

Recommend report be received.

EXHIBIT 2306

Requesting approval and authorization for the Chairman to sign the Lease Agreement.

EXHIBIT # 2307

6. CORRECTIONAL CENTER,
MILLWORK:

requesting acceptance of report regarding cost controls.

MEMO: LE-89-857

7. SOUTH COUNTY ANNEX,
MARKET PLACE AT HOBE
SOUND:

requesting approval of and permission for the Chairman to sign the Lease Agreement with Hobe Sound Properties for an 1800 square foot facility in the Market Place at Hobe Sound. The facility houses offices of the Tax Collector and the Clerk of the Circuit Court.

MEMO: LE-89-801

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY FORM

445

1. WORDING FOR AGENDA2. MEMO NUMBER:3. MEETING DATE:

LE-89-828

November 7, 1989

REGULAR X SPECIAL ACCEPTANCE OF DEEDS FOR
PARKS "B" AND "G" AND WETLAND
AREA FROM SOUTHERN LAND GROUP, INC.4. PREVIOUS AGENDA ITEM:A. Yes B. No
(Date and Agenda Number)5. AGENDA PLACEMENT:6. REQUIREMENT/PURPOSE:
(specify)7. REQUESTOR'S NAME:X CONSENT
 PUBLIC HEARING
 REQUEST/PRESENTATION
 DEPARTMENTAL
 COMMISSIONERS
 NOTED ITEM
 OTHERSTATUTE
ORDINANCE
BCC REQUEST
OTHER X
(explain) A. (ALL REQUESTS)
NAME Noreen S. Dreyer
DEPT. Legal
B. (PUBLIC ONLY)
CITIZEN NAME
CITIZEN PHONE 8. BACKGROUND:

Attached are the form of Special Warranty Deeds from Southern Land Group, Inc. to Martin County for three adjoining parcels of property designated as Park "B", Park "G" and the Wetland Area. These park properties are being conveyed to Martin County in compliance with the Martin Downs PUD agreement and are in substantially the same form as previously conveyed Martin Downs parcels. The deeds limit the uses of the properties to public park and recreation purposes or other uses not contrary to public park and recreation purposes, require approval by grantor of improvements, and allow reasonable easements for utilities.

A title search has revealed that oil and mineral rights have been reserved by the State of Florida on this property. The County Attorney's Office has contacted the Department of Natural Resources to either release the mineral reservations or transfer the State's right of entry onto the property to Martin County. DNR has given verbal assurances that after the property is transferred to Martin County the State will have no problem in transferring the right of entry.

This property has been developed and used by Martin County as a park for the last couple of years. Since it was the intent of Southern Land Group, Inc. to convey the property in 1986 and it was the County's intent to accept the property, Southern Land Group has requested that the 1989 taxes not be prorated at closing. In order to accomplish this, the Property Appraiser's office has requested a letter of explanation from Martin County.

9. RECOMMENDED ACTION:

It is recommended that the Board:

1. Authorize the Chairman or Vice-Chairman to sign a letter to the Property Appraiser regarding the proration of taxes;
2. Accept the three attached Special Warranty Deeds by resolution upon completion of the closing, and authorize the Chairman or Vice-Chairman to execute any necessary documents for closing;
3. Direct the County Attorney's Office to apply to the State for the transfer of the right of entry after the closing and authorize the Chairman or Vice-Chairman to sign any necessary documents.

MSD:CJM:cjm

10. RECOMMENDED APPROVAL:

DEPT.	CONCURRENCES							COUNTY	COUNTY		
DIRECTOR	PUB.	B&Z	CHD	ENG	PW	UT	BUDG	G&PS	ENV SERV	ADMINISTRATOR	ATTORNEY
<u>X</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SAFETY</u>											

11. COMMISSION ACTION: APPROVED
 DENIED
 DEFERRED
 OTHERLEAD DEPARTMENT
ASSISTANCE BY

803564

WARRANTY DEED, SPECIAL
FROM CORP.

RECORD VERIFIED

HAMCO FORM 354

11-7

This Special Warranty Deed Made the 14th day of December, A. D. 1987 by

SOUTHERN LAND GROUP, INC.

a corporation existing under the laws of Florida, and having its principal place of business at P. O. Box 9023, Stuart, Florida, 34995, hereinafter called the grantor, to

MARTIN COUNTY, a political subdivision of the State of Florida, whose postoffice address is 2401 S.E. Monterey Road, Stuart, Florida, 34996, hereinafter called the grantee:

(Wherever 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)

Witnesseth: That the grantor, for and in consideration of the sum of \$1.00 (ONE) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Martin County, Florida, viz:

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

SUBJECT TO: 1) all conditions, easements and restrictions of record; 2) all applicable zoning ordinances; and 3) taxes for the year 1989 and subsequent years.

PROVIDED HOWEVER, the provisions of Exhibit "B", attached hereto and made a part hereof, shall apply to this conveyance.

FLA. DOC. PAID

\$ 55

Marsha Stiller

Clerk of Circuit Court

Martin Co., Fla.

By E.R. D.C.

Together with all the tenements, hereditaments and appurtenances thereto belonging in any wise appertaining.**To Have and to Hold,** the same in fee simple forever.**And** the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.**In Witness Whereof**

the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

(CORPORATE SEAL)

ATTEST: George B. Hough, Jr.
George B. Hough, Jr., President
Signed, sealed and delivered in the presence of:Carolee D. Platt
Betty M. English

SOUTHERN LAND GROUP, INC.

By David R. Giunta
David R. Giunta, PresidentSTATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DAVID R. GIUNTA and GEORGE B. HOUGH, JR.,

well known to me to be the President and Vice President respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of December, A. D. 1987.

This instrument prepared by:

Address

STEPHEN FRY, Esquire
FRY & OLENICK, P.A.
Stuart Professional Center
900 E. Ocean Boulevard Suite 120
Stuart, Florida 34994Margaret Carter
Notary Public, State of Florida At Large
My Commission Expires Aug. 27, 1990
Bonded by \$25,000 to State of FloridaAccepted pursuant to
Resolution No. 84-11.8aTHIS DEED IS NOT SUBJECT TO THE DOCUMENTARY STAMP TAX
PURSUANT TO DEPARTMENT OF REVENUE RULE 12B-4.014(2)(c).

3CC BK 1 4 5 PG 2 5 1

8 3 9 PG 2 3 1 9

803565

WARRANTY DEED, SPECIAL
FROM CORP.

RECORD VERIFIED

RAMCO FORM 334

This Special Warranty Deed Made the 14th day of December, A.D. 1989 by

SOUTHERN LAND GROUP, INC.

a corporation existing under the laws of Florida, and having its principal place of business at P. O. Box 9023, Stuart, Florida, 34995, hereinafter called the grantor, to

MARTIN COUNTY, a political subdivision of the State of Florida, whose postoffice address is 2401 S.E. Monterey Road, Stuart, Florida, 34996, hereinafter called the grantee:

(Wherever 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)

Witnesseth: That the grantor, for and in consideration of the sum of \$1.00 (ONE) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Martin County, Florida, viz:

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

SUBJECT TO: 1) all conditions, easements and restrictions of record; 2) all applicable zoning ordinances; and 3) taxes for the year 1989 and subsequent years.

PROVIDED HOWEVER, the provisions of Exhibit "B", attached hereto and made a part hereof, shall apply to this conveyance.

Together with all the tenements, hereditaments and appurtenances thereto belonging in any-wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

In Witness Whereof

the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

(CORPORATE SEAL)

ATTEST: George B. Hough, Jr.
George B. Hough, Jr., Vice President
Signed, sealed and delivered in the presence of:

Carlae D. Platt
Betty M. English

SOUTHERN LAND GROUP, INC.

By David R. Giunta
David R. Giunta, President

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared DAVID R. GIUNTA and GEORGE B. HOUGH, JR.,

well known to me to be the — President and Vice President respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, (1) and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of December, 1989.

This Instrument prepared by:
Address

STEPHEN FRY, Esquire
FRY & OLENICK, P.A.
Stuart Professional Center
900 E. Ocean Boulevard-Suite 120
Stuart, Florida 34994

Margaret Carter
Notary Public, State of Florida
My Commission Expires Aug. 27, 1990
Bonded by SAFECO Insurance Company of America

3CC BK 1 4 5 PGO 2 5 5

OR BKO 8 3 9 PGO 3 2 3

THIS DEED IS NOT SUBJECT TO THE DOCUMENTARY STAMP TAX
PURSUANT TO DEPARTMENT OF REVENUE RULE 12B-4.014(2)(c).

Accepted pursuant to
Resolution No. 89-11, & b

803566

11-7-89

WARRANTY DEED, SPECIAL
FROM CORP.

RECORD VERIFIED

RAMCO FORM 334

This Special Warranty Deed Made the 14th day of December, A.D. 1989 by

SOUTHERN LAND GROUP, INC.

a corporation existing under the laws of Florida, and having its principal place of business at P. O. Box 9023, Stuart, Florida, 34995, hereinafter called the grantor, to

MARTIN COUNTY, a political subdivision of the State of Florida, whose postoffice address is 2401 S.E. Monterey Road, Stuart, Florida, 34996,

hereinafter called the grantee:

(Wherever 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)

Witnesseth: That the grantor, for and in consideration of the sum of \$1.00 (ONE) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Martin County, Florida, viz:

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

SUBJECT TO: 1) all conditions, easements and restrictions of record; 2) all applicable zoning ordinances; and 3) taxes for the year 1989 and subsequent years.

PROVIDED, HOWEVER, the provisions of Exhibit "B", attached hereto and made a part hereof, shall apply to this conveyance.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.**To Have and to Hold,** the same in fee simple forever.**And** the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.**In Witness Whereof**

(CORPORATE SEAL)

the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: *George B. Hough, Jr.*
George B. Hough, Jr., President
Signed, sealed and delivered in the presence of:*Carolee D. Ploetz*
Betty M. English

SOUTHERN LAND GROUP, INC.

By: *David R. Giunta*
David R. Giunta, PresidentSTATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DAVID R. GIUNTA and GEORGE B. HOUGH, JR.,

well known to me to be the President and Vice President respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of December, A.D. 1989.Accepted pursuant to
Resolution No. 89-11-8CBee 145/259
3CC BK 475 180259 Prepared by:
AddressSTEPHEN FRY, Esquire
FRY & OLENICK, P.A.
Stuart Professional Center
906 E. Ocean Boulevard-Suite 120
Stuart, Florida 34994*Margaret Carter*
Notary Public, State Of Florida At Large
My Commission Expires Aug. 27, 1990
Bonded by SAECO Insurance Company of America

NRK 839 PG2327

THIS DEED IS NOT SUBJECT TO THE DOCUMENTARY STAMP TAX
PURSUANT TO DEPARTMENT OF REVENUE RULE 12B-4.014(2)(c).

RIGHT-OF-WAY QUITCLAIM DEED
(RE: CENTER STREET ROAD ABANDONMENT)

QUIT-CLAIM DEED
FROM CORPORATION

RAMCO FORM 42

550641

This Quit-Claim Deed, Executed this 25th day of FEBRUARY, A. D. 1985, by

SOUTHERN LAND GROUP, INC.
a corporation existing under the laws of Florida, and having its principal place of
business at P. O. Box 2850, Stuart, Florida, 33495,
first party, to MARTIN COUNTY, a political subdivision of the
State of Florida,
whose postoffice address is 50 Kindred Street, Stuart, Florida, 33497,

second party:

(Wherever used herein the terms "first party" and "second party" 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 said first party, for and in consideration of the sum of \$ 1.00
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, re-
lease and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which
the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being
in the County of Martin State of Florida, to wit:

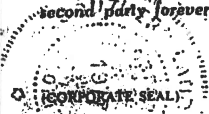
See Exhibit "A", attached hereto and made a part hereof.

This Deed is given for right-of-way purposes, and by acceptance of this
Deed, the Board of County Commissioners has determined that the subject property
complies with the requirements of Section 30-3 of the Code of Laws and Ordinances
of Martin County, Florida, and is comparable to the Center Street right-of-way
abandoned by the Board of County Commissioners by its Resolution Number 85-2.19,
recorded at O. R. Book 631, Page 996 of the Public Records of Martin County,
Florida.

APPROVED		
ACCURACY	FORM	EXECUTION
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

APPROVED			
ENGINEERING	R. O. W.	SURVEY	LEGAL
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

To Have and to Hold the same together with all and singular the appurtenances thereto
belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim what-
soever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said
second party forever.



In Witness Whereof the said first party has caused these pres-
ents to be executed in its name, and its corporate seal to be hereunto affixed,
by its proper officers thereunto duly authorized, the day and year first above
written.

ATTEST: *[Signature]*
BETTY ENGLISH, Secretary

SOUTHERN LAND GROUP, INC.,
a Florida corporation

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

By *[Signature]*
Peter D. Cummings, President

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,
personally appeared PETER D. CUMMINGS and BETTY ENGLISH,

well known to me to be the President and Secretary respectively of the corporation named as first party
in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily
under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of February, A. D. 1985

O. R. BOOK 632 PAGE 1136

Stephen Fry, Esquire
Boose, Clikin, Martens & Fry
Stuart Professional Center
900 E. Ocean Boulevard - Suite 120
Stuart, Florida 33404
Notary Public, State of Florida at Large
My Commission Expires March 30, 1987

This instrument prepared by:

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL OF LAND TO BE DEEDED TO MARTIN COUNTY

A parcel of land lying within Lots 15, 16, 17, 18 and 19, Block 7, of the plat of the Cleveland 2nd Addition to the Town of Palm City as recorded in Plat Book 11, Page 63, Public Records of Palm Beach (now Martin) County, Florida. Said parcel of land being more particularly described as following;

That portion of said Lots 15, 16, 17, 18 and 19, Block 7, bounded on the North by Lot 20 (now being the South right-of-way line of Martin Downs Blvd.); bounded on South and East by the waters of Danforth Creek; bounded on the West by a line 100.00 feet East of and parallel to the East right-of-way line of Center Street as shown on said plat of the Cleveland 2nd addition.

Said Parcel of land containing 0.18 acres more or less.

BOOK 632 PAGE 1137

FILED
APR 4 1985
P. 1137

85 APR 4 11:58

549622

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 85-2.19

(REGARDING ABANDONING AND VACATING A PORTION OF
CENTER STREET, CLEVELAND 2ND ADDITION)

WHEREAS, this Board has made the following determinations of fact;

1. Pursuant to notice published in The Stuart News on January 6, 1985, a public hearing was held by the Board of County Commissioners of Martin County, Florida, on the 22nd day of January, 12th day of February, and 26th day of February, 1985, in the Martin County Administrative Center, 50 Kindred Street, Stuart, Florida, concerning abandoning and vacating the following described road in Martin County, Florida:

That portion of Center Street lying west of Lots 12 through 19 of Block 7 of the Plat of the Cleveland 2nd Addition and as recorded in Plat Book 11, Page 63, Palm Beach (now Martin) County, Florida, and also lying South of the right-of-way for Martin Downs Boulevard.

2. Any and all persons desiring to be heard regarding this matter were given an opportunity to present their views to this Board:

3. This Board has determined that the above-described road will not be needed as a part of the County's road system;

4. This Board has determined that vacating and abandoning said road would not be contrary to the public interest;

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

A. The following described road in Martin County, Florida, be and hereby is vacated and abandoned, subject to the conditions set forth below in part B:

That portion of Center Street lying west of Lots 12 through 19 of Block 7 of the Plat of the Cleveland 2nd Addition and as recorded in Plat Book 11, Page 63, Palm Beach (now Martin) County, Florida, and also lying South of the right-of-way for Martin Downs Boulevard.

B. The vacation and abandonment of said road is subject to the following conditions subsequent:

1) Publication one time within thirty (30) days of a Notice of Adoption of this Resolution in a newspaper of general circulation published in Martin County.

2) Any easements of record.

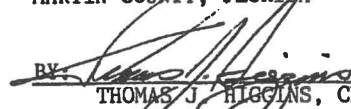
3) Privilege Fee will be waived upon acceptance of Quit Claim Deed for alternate Right-Of-Way.

DULY PASSED AND ADOPTED THIS 26TH DAY OF FEBRUARY, 1985.

ATTEST:


LOUISE V. ISAACS, CLERK

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: 
THOMAS J. HIGGINS, CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS:


MICHAEL H. OLENICK,
COUNTY ATTORNEY

54
85 MAR 27 A 8:35



Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 21-0793

CNST-9

Meeting Date: 6/8/2021

PLACEMENT: Consent

TITLE:

ACCEPTANCE OF A UTILITY EASEMENT FROM PLANTATION STORAGE OF STUART, LLC, FOR WATER, FIRE, AND SEWER SERVICES ON THE EAST SIDE OF SE COMMERCE AVENUE IN STUART

EXECUTIVE SUMMARY:

This is a request for the adoption of a Resolution accepting and approving a Utility Easement from Plantation Storage of Stuart, LLC, a Virginia limited liability company, for water, fire, and sewer services adjacent to the right-of-way and located on the east side of SE Commerce Avenue in Stuart.

DEPARTMENT: Public Works

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

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

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

1. Utility Easement Prepared By: Martin County
2. Parties to the Easement: Plantation Storage of Stuart, LLC, Grantor
Martin County, Grantee
3. Purpose of the Easement: To allow for water, fire, and sewer services
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

The Real Property Division has confirmed ownership of the easement premises in Plantation Storage

of Stuart, LLC, a Virginia limited liability company.

The easement premises are encumbered by a Mortgage held by Chesapeake Bank, a Virginia stock corporation, dated May 21, 2020, and recorded May 22, 2020, in Official Records Book 3130, Page 2826, 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 Plantation Storage of Stuart, LLC, a Virginia limited liability company 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:

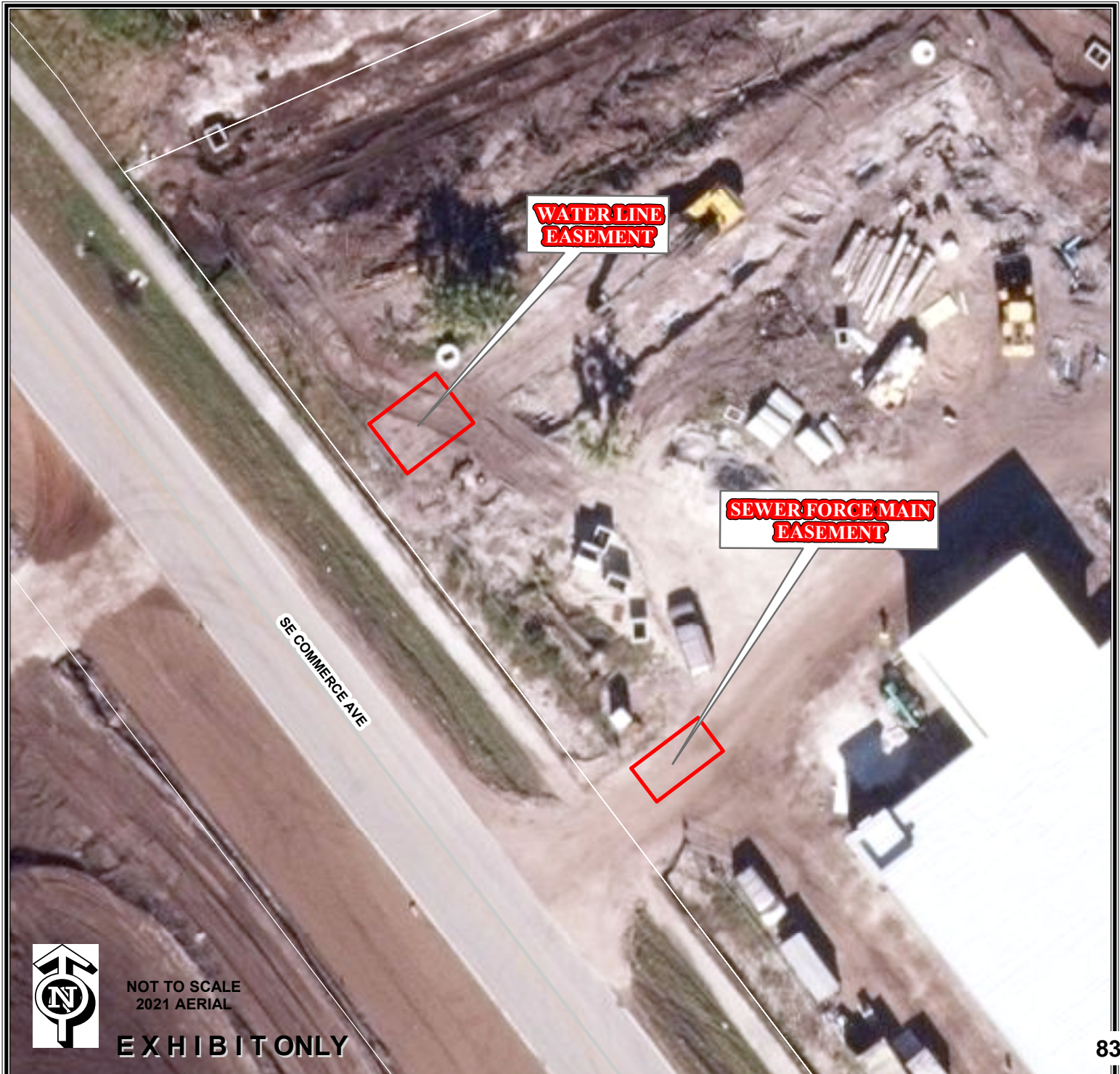
- | | | |
|--|---------------------------------------|--|
| <input type="checkbox"/> Budget Transfer / Amendment | <input type="checkbox"/> Chair Letter | <input type="checkbox"/> Contract / Agreement |
| <input type="checkbox"/> Grant / Application | <input type="checkbox"/> Notice | <input checked="" type="checkbox"/> Resolution |
| <input type="checkbox"/> Other: | | |

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



MARTIN COUNTY
PUBLIC WORKS DEPARTMENT
REAL PROPERTY #3627
LOCATION MAP

**PLANTATION STORAGE
UTILITY EASEMENTS**



NOT TO SCALE
2021 AERIAL

EXHIBIT ONLY

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NO. 21-____

WHEREAS, Martin County needs a Utility Easement from Plantation Storage of Stuart, LLC, a Virginia limited liability company, to allow for water, fire, and sewer services adjacent to the right-of-way, located on the east side of SE Commerce Avenue in Stuart; and

WHEREAS, by document entitled "Utility Easement" executed on April 23, 2021, Plantation Storage of Stuart, LLC, 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 Plantation Storage of Stuart, LLC, a Virginia limited liability company.

DULY PASSED AND ADOPTED THIS ____ DAY OF JUNE, 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

This instrument prepared by:
Brigitte Wantz for
Martin County, Real Property
2401 SE Monterey Road
Stuart, FL 34996

Project Name: Plantation Storage UE
Project No: RPM #3627
PCN: 38-38-41-002-105-00000-9

SPACE ABOVE THIS LINE FOR RECORDING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

UTILITY EASEMENT

THIS EASEMENT granted and executed this 23 day of April, 2021, by PLANTATION STORAGE OF STUART, LLC, a Virginia limited liability company, whose mailing address is 94 North Main Street, Kilmarnock, VA, 22482, Grantor, to MARTIN COUNTY, a political subdivision of the State of Florida, whose address is 2401 SE Monterey Road, Stuart, FL 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 and fire related equipment, including, but not limited to hydrants, 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" and Exhibit "B" attached hereto and made a part hereof.

AND further, the right of reasonable ingress and egress over and across subject property as is necessary to the Grantee's use of the rights granted herein.

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.

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.

Grantor further warrants that there are no mortgages encumbering the Easement Premises except for that certain Mortgage in favor of Chesapeake Bank, a Virginia stock corporation, whose address is Post Office Box 2256, Kilmarnock, VA 22482, (Mortgagee) dated May 21, 2020, and recorded in Official Records Book 3130, Page 2826 in Martin County, Florida, public records, said Mortgagee has executed a "Consent of Mortgagee" which is attached to this Easement.

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

Signed, sealed and delivered in presence of:

WITNESSES:

[Signature]
Witness
Thomas Richardson
Print Name
[Signature]
Witness
Elizabeth Barton
Print Name

GRANTOR:

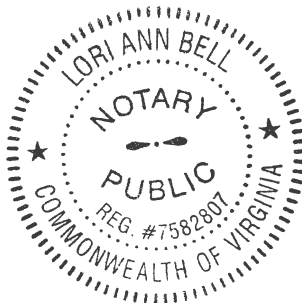
PLANTATION STORAGE OF STUART,
LLC, a Virginia limited liability company

By: [Signature] Manager
Charles C. Chase II
Print Name
Manager
Title

STATE OF Virginia
COUNTY OF hancaster

The foregoing Utility Easement was acknowledged before me by means of (x) physical presence or () online notarization, this 23 day of April, 2021, by Charles C. Chase II, as the Manager of PLANTATION STORAGE OF STUART, LLC, a limited liability company existing under the law of the Commonwealth of Virginia, on behalf of the company, who (x) is personally known to me or () has produced _____ as identification.

Lori Ann Bell
Printed Name: [Signature]
Notary Public, State of: Virginia
My Commission Expires: 06/30/2022



Project Name: Plantation Storage UE
Project No: RPM #3627
PCN: 38-38-41-002-105-00000-9

CONSENT OF MORTGAGEE

CHESAPEAKE BANK, a Virginia stock corporation (hereinafter referred to as “Mortgagee”) under that certain Mortgage dated May 21, 2020, and recorded on May 22, 2020, in Official Records Book 3130, Page 2826, 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 presence of:

Stacey Smith
Witness
Stacey Smith
Print Name

Linda G. Conway
Witness
Linda G. Conway
Print Name

STATE OF Virginia
COUNTY OF Hanover

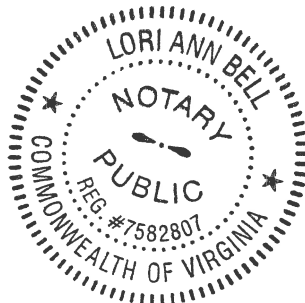
The foregoing instrument was acknowledged by means of (☒) physical presence or () online notarization, before me this 5th day of May, 2021, by Thomas H. Richardson, as the Vice President of CHESAPEAKE BANK, on behalf of said entity, who is (☒) personally known to me or () has produced _____ as identification.

CHESAPEAKE BANK,
a Virginia stock corporation

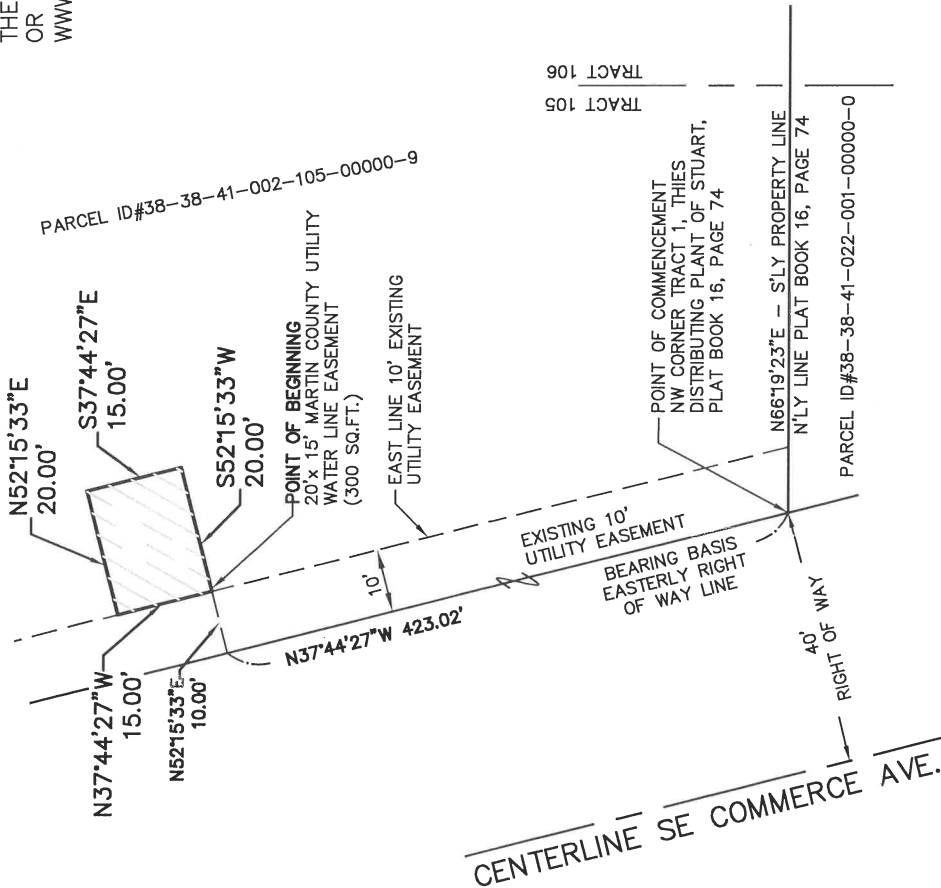
Thomas Richardson
Print Name

Vice President
Title

Lori Ann Bell
Printed Name: LORI ANN BELL
Notary Public, State of: Virginia
My Commission Expires: 06/30/2022



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



(IN FEET)
1 inch = 30 ft.

SKETCH & DESCRIPTION WATER LINE EASEMENT

SURVEY NOTES:

- 1) THIS IS A UTILITY EASEMENT. THIS IS NOT A BOUNDARY SURVEY.
- 2) BEARINGS, DISTANCE, COORDINATES REFER TO STATE PLANE, NORTH AMERICAN DATUM 1983 (NAD83(90)) F.L.E. ZONE 901.

CHRISTIAN FENEX AND ASSOCIATES, LLC
PROFESSIONAL SURVEYING AND MAPPING

ENVIRONMENTAL CONSULTING
3401 SW 72ND AVE., PALM CITY, FLORIDA
P.O. BOX 2533, PALM CITY, FL 34991
PH.(772)283-2977 EMAIL FENEXC@BELLSOUTH.NET
LICENSED BUSINESS # 6858



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

DRAWING DATE	F.B.	P.G.	SCALE	W.O.#
03/30/2021	NONE	1" = 30'		220077

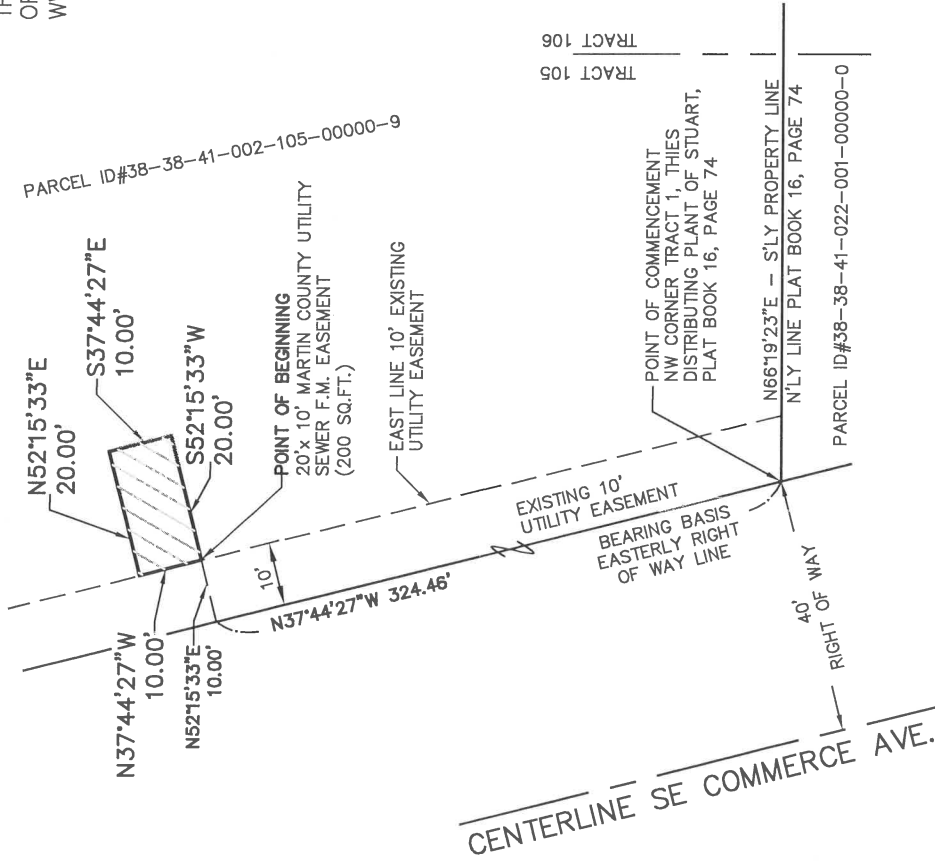
SKETCH NO.
220077 WATER-SEWER
EASEMENTS.dwg

LEGAL DESCRIPTION:

A UTILITY EASEMENT LYING AND BEING IN A PORTION OF TRACT 105 AND TRACT 106, SEWALL'S POINT LAND COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 7, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY CORNER OF TRACT 1, THIES DISTRIBUTING PLANT OF STUART, AS RECORDED IN PLAT BOOK 16, PAGE 74, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 37°44'27" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SE COMMERCE AVE, A DISTANCE OF 423.02 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, NORTH 52°15'33" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON THE EASTERLY LINE OF AN EXISTING 10 FOOT WIDE UTILITY EASEMENT, SAID POINT BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED WATER LINE UTILITY EASEMENT; THENCE NORTH 37°44'27" WEST ALONG THE EASTERLY LINE OF SAID EXISTING UTILITY EASEMENT, A DISTANCE OF 15.00 FEET; THENCE NORTH 52°15'33" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 37°44'27" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 52°15'33" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 300 SQUARE FEET.

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



SKETCH & DESCRIPTION SEWER FORCE MAIN EASEMENT

SURVEY NOTES:

- 1) THIS IS A UTILITY EASEMENT. THIS IS NOT A BOUNDARY SURVEY.
- 2) BEARINGS, DISTANCE, COORDINATES REFER TO STATE PLANE, NORTH AMERICAN DATUM 1983 (NAD83(90)) F.L.E. ZONE 901.

CHRISTIAN FENEX AND ASSOCIATES, LLC
PROFESSIONAL SURVEYING AND MAPPING
ENVIRONMENTAL CONSULTING
3401 SW 72ND AVE., PALM CITY, FLORIDA
P.O. BOX 2533, PALM CITY, FL 34991
PH:(772)283-2977 EMAIL: FENEXC@BELLSOUTH.NET
LICENSED BUSINESS # 6858



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

DRAWING DATE	F.B.	P.G.	SCALE	W.O.#
03/30/2021	NONE		1" = 30'	220077

SKETCH NO. 220077 WATER-SEWER EASEMENTS.dwg

LEGAL DESCRIPTION:

A UTILITY EASEMENT LYING AND BEING IN A PORTION OF TRACT 105 AND TRACT 106, SEWELL'S POINT LAND COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 7, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERLY CORNER OF TRACT 1, THIES DISTRIBUTING PLANT OF STUART, AS RECORDED IN PLAT BOOK 16, PAGE 74, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 37°44'27" WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SE COMMERCE AVE, A DISTANCE OF 324.46 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, NORTH 52°15'33" EAST, A DISTANCE OF 10.00 FEET TO A POINT ON THE EASTERLY LINE OF AN EXISTING 10 FOOT WIDE UTILITY EASEMENT, SAID POINT BEING THE POINT OF BEGINNING OF HEREIN DESCRIBED SEWER FORCE MAIN UTILITY EASEMENT; THENCE NORTH 37°44'27" WEST ALONG THE EASTERLY LINE OF SAID EXISTING UTILITY EASEMENT, A DISTANCE OF 10.00 FEET; THENCE NORTH 52°15'33" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 37°44'27" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 52°15'33" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 200 SQUARE FEET.



Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

Additional Item

File ID: 21-0818

CNST-10

Meeting Date: 6/8/2021

PLACEMENT: Consent

TITLE:

PARKS AND RECREATION ADVISORY BOARD APPOINTMENT

EXECUTIVE SUMMARY:

The Board of County Commissioners is asked to confirm Commissioner Smith's representative to the Parks and Recreation Advisory Board.

DEPARTMENT: Administration

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

REQUESTED BY: Mark Lynch, Deputy Director & Staff Liaison

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Parks and Recreation Advisory Board (PRAB) is required pursuant to Section 7.1A.4.(5) of the Comprehensive Growth Management Plan. The PRAB shall advise the Board of County Commissioners on the planning and implementation of the Parks and Recreation Master Plan and make recommendations on programs, services, acquisition and uses of parkland, sports and recreation facilities as well as such other duties as may be assigned by the Board of County Commissioners.

In December 2015, the Board of County Commissioners approved Resolution No. 15-12.16 which reorganized the PRAB. The PRAB now consists of nine members - each County Commissioner shall appoint one individual from his or her Commission District, and there are four at-large members. Members shall not be employed by the County nor be related to a County employee or have a business relationship with Parks and Recreation Vendors. Members shall be appointed for staggered terms of one and two years for initial appointments. All other terms shall be for two years.

Resolution 19-4.8 adopted on April 9, 2019 eliminated the term limit language, amending when officers are elected, and clarified that filling a term as an officer is not considered a term as that officer.

The PRAB typically meets on the third Thursday of each month at 5:00 PM at the Indian Riverside

Park or the Port Salerno Civic Center. The agendas are published to the County's web site in a timely manner.

Due to Mike Antheil missing more than 50% of the regularly scheduled or three consecutive meetings in any given calendar year (as outlined in the creating resolution), Commissioner Smith is appointing Jill Richardson to serve on the Parks and Recreation Advisory Board for a term to begin immediately and end April 8, 2023 (to complete Mr. Antheil's term).

The Administration Staff will advise Mrs. Richardson of the Commission's decision which will include Sunshine Law information.

ISSUES:

None.

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 confirm Commissioner Smith's representative, Jill Richardson, on the Parks and Recreation Advisory Board for a term to begin immediately and end April 8, 2023 and authorize the to sign the Resolution of Appointment.

ALTERNATIVE RECOMMENDATIONS

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

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

- | | | |
|--|---------------------------------------|--|
| <input type="checkbox"/> Budget Transfer / Amendment | <input type="checkbox"/> Chair Letter | <input type="checkbox"/> Contract / Agreement |
| <input type="checkbox"/> Grant / Application | <input type="checkbox"/> Notice | <input checked="" type="checkbox"/> Resolution |
| <input type="checkbox"/> Other: | | |

Parks and Recreation Advisory Board

Recreated Pursuant to Resolution 15-12.16

Powers & Duties:

It shall be the function of the Parks and Recreation Advisory Board to advise the Board of County Commissioners on the planning and implementation of the Parks and Recreation Master Plan and to make recommendations on programs, services, acquisition and uses of parkland, sports and recreation facilities as well as such other duties as may be assigned by the Board of County Commissioners.

How Appointed:

The Parks and Recreation Advisory Board shall be composed of nine members appointed by the Board of County Commissioners. Each member shall be a Martin County resident. The Parks and Recreation Advisory Board should be representative with regard to age, sex, race, length of residence in the community, geographic area, and point of view. One member shall be appointed from each County Commission District and there will be four at-large members. Members shall not be employed by the County nor be related to a County employee or have a business relationship with Parks and Recreation vendors.

Terms:

Members shall be appointed for staggered terms of one and two years for initial appointments. All other terms shall be for two years.

Meetings:

Meetings of the Parks and Recreation Advisory Board shall be held monthly on the third Thursday of each month unless otherwise decided by the Parks and Recreation Advisory Board. Special meetings may be called by the Parks and Recreation Director or designee. Members who miss more than 50% of regularly scheduled or three consecutive meetings in a given calendar year, regardless if such absence is excused or unexcused, will be automatically removed from the Parks and Recreation Advisory Board.

Staff Liaisons: Mark Lynch, Deputy Director

Member	Position	Appointed	Term End
John Sedwitz	At-Large Member	04/24/2020	04/23/2022
Mike Bocchino	At-Large Member	12/20/2016	02/08/2022
Jennifer Ahern	At-Large Member	04/09/2019	04/08/2023
John Mathison	At-Large Member	09/24/2019	04/08/2023
Mike Antheil	Commission District 1 Representative	04/09/2019	04/08/2023
Thomas Campenni	Commission District 2 Representative	02/18/2020	04/08/2023
Rob Kloska	Commission District 3 Representative	02/09/2018	04/08/2023
Patrick Lepak	Commission District 4 Representative	02/09/2016	02/08/2022
Joseph Connelly	Commission District 5 Representative	04/09/2021	04/08/2023

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.

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

RESOLUTION NO. 15-12.16

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS PERTAINING TO THE PARKS AND RECREATION ADVISORY BOARD; RESCINDING RESOLUTION 08-10.7, RESCINDING RESOLUTION 01-9.19 AND RESCINDING RESOLUTION 95-9.30 TO CREATE A NEW RESOLUTION ESTABLISHING THE PARKS AND RECREATION ADVISORY BOARD.

WHEREAS, the Martin County Board of County Commissioners adopted a Resolution (95-9.30) on September 26, 1995 creating a Parks and Recreation Advisory Board; and

WHEREAS, the Martin County Board of County Commissioners adopted a Resolution (01-9.19) on September 11, 2001 creating a Parks and Recreation Advisory Board; and

WHEREAS, the Martin County Board of County Commissioners amended Resolution 01-9.19 with Resolution 08-10.7 pertaining to the appointment of members to the Parks and Recreation Advisory Board; and

WHEREAS, the Martin County Board of County Commissioners desires rescind all previous Resolutions regarding the Parks and Recreation Advisory Board and create a new Resolution; and

WHEREAS, Maintenance of the Parks and Recreation Advisory Board is required by Chapter 7 (Recreation Element) of the Martin County Comprehensive Growth Management Plan in Section 7.1A.4.(5).

WHEREAS, it is the desire of the Martin County Board of County Commissioners to allow for an ongoing formal process for public access to the planning, development and programming of the County Parks and Recreation system; and

WHEREAS, State and Federal guidelines as well as industry best practices call for ongoing and formal input in planning, acquisition and development; and

WHEREAS, a citizen advisory board is able to assist the Martin County Board of County Commissioners and the Parks and Recreation Department achieve the goals of establishing services which meet community needs through public input; and

WHEREAS, Martin County is committed to enhancing the quality of life of its citizens and visitors through the Parks and Recreation system.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, hereby rescinds all previous resolutions pertaining to the Parks and Recreation Advisory Board, establishes the Martin County Parks and Recreation Advisory Board (PRAB) and adopts the following:

1. POWERS AND DUTIES

The PRAB was created pursuant to Section 7.1A.4.(5) of the Martin County Comprehensive Growth Management Plan. It shall be the function of the PRAB to advise the Board of County Commissioners on the planning and implementation of the Parks and Recreation Master Plan and to make recommendations on programs, services, acquisition and uses of parkland, sports and recreation facilities as well as such other duties as may be assigned by the Board of County Commissioners.

2. MEMBERSHIP / COMPOSITION

The PRAB shall be composed of nine (9) members appointed by the Board of County Commissioners. Each member shall be a Martin County resident. The PRAB should be representative with regard to age, sex, race, length of residence in the community, geographic area, and point of view. One member shall be appointed from each County Commission District and there will be four (4) at-large members. Members shall not be employed by the County nor be related to a County employee or have a business relationship with Parks and Recreation vendors.

3. MEETINGS

Meetings of the PRAB shall be held monthly on the third Thursday of each month unless otherwise decided by the PRAB. Special meetings may be called by the Parks and Recreation Director or designee. The agenda for each meeting shall be established by the Parks and Recreation Director or designee. Any member of the PRAB may place matters on the agenda. Copies of all Committee minutes, resolutions, reports, and exhibits shall be filed with the Clerk of Circuit Court after approval of the PRAB. A quorum is required to hold a meeting or take any action.

If a regular meeting date is changed or a special meeting is called, written notification must be given in advance to PRAB members and posted publicly consistent with Sunshine laws and County policy. All meetings shall be conducted in accordance with Robert's Rules of Order. A quorum shall be constituted by a majority of membership.

Each member shall be entitled to one (1) vote and shall cast that vote on each item requiring action. Proxy votes and absentee ballots shall not be permitted. All items requiring PRAB action must be voted on only when a quorum is established. Subject to the exceptions in Chapter 112, Florida Statutes, all members are required to vote on each item requiring action.

In accordance with Chapter 112, Florida Statutes, PRAB members may occasionally have a conflict of interest that requires the member to abstain from voting and file required documentation to be entered into the meeting minutes. It is recommended that such member also refrain from participating in the discussion of an item on which he or she will abstain from voting. Any abstaining member must make a short statement as to the basis for his or her abstention. Consultation with the County Attorney's Office is recommended prior to the meeting at which such a matter will be discussed or voted upon.

4. TERMS

Members shall be appointed for staggered terms of one (1) and two (2) years for initial appointments. All other terms shall be for two (2) years. All members may be reappointed to one (1) consecutive term only.

5. ORGANIZATION

The PRAB shall by majority vote elect from its membership a Chair and Vice-Chair at its first regular meeting of the calendar year. The term of office for any officer shall be one (1) year. An officer may only serve one (1) term in the same office. Subsequent term may be served in another office.

In case of resignation or vacancy, the PRAB shall elect from its membership a new officer at the next regular meeting provided notice of the vacancy has been received by PRAB members at least one week in advance of the meeting.

The Chair shall preside at all meetings and sign all documents relative to action taken by the PRAB. When the Chair is absent, the Vice-Chair shall assume the duties of the Chair. When both the Chair and Vice-Chair are absent, those members who are present shall select a temporary chair.

6. ABSENCES AND VACANCIES

Members who miss more than 50% of regularly scheduled or three (3) consecutive meetings in a given calendar year, regardless if such absence is excused or unexcused, will be automatically removed from the PRAB. Absences from emergency or special called meetings will not be recorded against a member in calculating percent of absences. The PRAB will review attendance on an ongoing basis. Vacancies that occur during a term shall be filled as soon as reasonably possible. An appointment to fill a vacated term is not included as a term for purposes of counting consecutive terms. A member resigning from the PRAB shall submit written notice of resignation to the Director of Parks and Recreation.

Upon majority vote of members present, the PRAB may ask the BOCC to replace a member (including officers) whose conduct does not reflect the conduct or professional

administration of the purpose and function of the PRAB. Any Member may be removed from their position on the PRAB for any reason by majority vote of the BOCC.

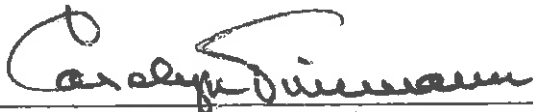
7. EFFECTIVE DATE

The effective date of this Resolution is January 1, 2016.

DULY PASSED AND ADOPTED THIS 13th DAY OF December, 2015.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA



CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER



ANNE SCOTT, CHAIR

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:



MICHAEL D. DURHAM, COUNTY ATTORNEY

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

RESOLUTION NO. 19-4.8

**A RESOLUTION AMENDING RESOLUTION 15-12.16
PERTAINING TO THE PARKS AND RECREATION ADVISORY
BOARD**

WHEREAS, on December 15, 2015, the Board of County Commissioners adopted Resolution 15-12.16 regarding the Parks and Recreation Advisory Board; and

WHEREAS, the Board of County Commissioners desires to make revisions to the organization and composition of the Parks and Recreation Advisory Board.

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

1. Section 4, TERMS, of Resolution No. 15-12.16 is hereby amended to read as follows:

TERMS

Members shall be appointed for staggered terms of one (1) and two (2) years for initial appointments. All other terms shall be for two (2) years.

2. Section 5, ORGANIZATION, of Resolution No. 15-12.16 is hereby amended to read as follows:

ORGANIZATION

The PRAB shall by majority vote elect from its membership a Chair and Vice-Chair at a regular meeting in the first quarter of the calendar year. The term of office for any officer shall be one (1) year. An officer may only serve one (1) term in the same office. Subsequent term may be served in another office. An officer elected to fill a remaining term is not included as a term.

3. The remainder of Resolution No. 15-12.16 shall remain in full force and effect.

4. This Resolution shall take effect on April 9, 2019.

DULY PASSED AND ADOPTED THIS 9th DAY OF APRIL 2019.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA


CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER


EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:


KRISTA A. STOREY, ACTING COUNTY ATTORNEY

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

RESOLUTION NUMBER 21-3.19

**A RESOLUTION PERTAINING TO THE APPOINTMENT OF MEMBERS TO THE
PARKS AND RECREATION ADVISORY BOARD**

WHEREAS, the Parks and Recreation Advisory Board was established pursuant to Resolution Number 15-12.16; and

WHEREAS, Resolution Number 15-12.16 establishes the number of members and 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 Parks and Recreation Advisory Board.

NOW THEREFORE BE IT RESOLVED THAT, THE BOARD OF COUNTY COMMISSIONERS appoints the following to serve on the Parks and Recreation Advisory Board for terms to begin April 9, 2021 and end April 8, 2023.

Mike Antheil – Commission District 1 Representative
Thomas F. Campenni – Commission District 2 Representative
Rob Kloska – Commission District 3 Representative
Joseph Connelly – Commission District 5 Representative
Jennifer Ahern – At-Large Member
John Mathison – At-Large Member

Duly adopted this 23rd 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:

SARAH W. WOODS, COUNTY ATTORNEY

APPLICATION FOR APPOINTMENT – Martin County Parks and Recreation Advisory Board – Please Print

Commission District Where You Reside/Represent: District One ^{1^{dg}}

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

RECEIVED

By Donna Gordon at 12:59 pm, May 26, 2021

Name: Jill Richardson

Residence Address: 3495 NE Skyline Drive Jensen Beach, FL 34957
Street/City/Zip Code

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

Telephone numbers: daytime: (772) 341-4122 alternate: _____ alternate: _____
~Area Codes are considered 772 unless you note otherwise.

EMAIL: richardson.j@hotmail.com

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

TYPE OF OFFENCES: _____

DATES: _____

PLACES (city/state): _____

SENTENCES OR FINES: _____

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

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

Education: AA Degree IRCC, BS Degree in Education-FAU
Masters Degree - Nova

Employment Experience: Taught Elementary Education 15 yrs

worked at IRSC, PBCC

Other experience you feel would like the Commission to know about you: _____

self employed now

Community Experience and Affiliations: PTA President at JBE 3 yrs,
PTSA ^{board} member 8 years, Jensen Beach Community
Playground Founder & co-chair

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: _____

0

REFERENCES: Please list two references:

Kelly Brill (772) 341-1899

Stacia Losh (740) 817-0645

- 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: Jill Richardson

Date: 5-26-2021

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



Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

Additional Item

File ID: 21-0825

CNST-11

Meeting Date: 6/8/2021

PLACEMENT: Consent

TITLE:

ADOPT A PROCLAMATION DECLARING TREASURE COAST WATERWAY CLEANUP WEEK IN MARTIN COUNTY, FLORIDA

EXECUTIVE SUMMARY:

The Board is asked to adopt a proclamation declaring Treasure Coast Waterway Cleanup Week that will be presented at the June 22, 2021 meeting.

DEPARTMENT: Administration

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

REQUESTED BY: Kassandra Schilling, Communications Specialist

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Board is asked to adopt a proclamation requested by the Marine Industries Association of the Treasure Coast.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the proclamation that will be presented at the June 22, 2021 meeting.

ALTERNATIVE RECOMMENDATIONS

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

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

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

**Before the Board of County Commissioners
Martin County, Florida**

A Proclamation

**Declaring Treasure Coast Waterway Cleanup Week
in Martin County, Florida**

- Whereas,** the 14th Annual Treasure Coast Waterway Cleanup will be held on Saturday, July 24, 2021; and
- Whereas,** over 1,000 volunteers will participate in cleaning up the waterways out of 31 designated sites throughout Martin, St. Lucie and Indian River counties. In addition, numerous waterfront homeowner associates have been recruited to clean up their own waterfront; and
- Whereas,** the Marine Industries Association of the Treasure Coast and the Florida Inland Navigation District are taking the lead in this effort, along with other sponsors; and
- Whereas,** the sustainability of our waterways is dependent upon efforts such as this that contribute to maintaining the health and beauty of our waterways so future generations may also appreciate and enjoy them; and
- Whereas,** since the beginning, the cleanup collected over 9 tons of trash from approximately 125 miles of waterways along the Treasure Coast.

Now, therefore, be it proclaimed by the Martin County Board of County Commissioners that July 18-24, 2021 is **Treasure Coast Waterway Cleanup Week in Martin County**. Further, the board encourages residents to participate in this important event and commends the sponsors and volunteers whose contributions to this effort are so important to its success.

Presented this Twenty-second Day of June 2021

ATTEST:	BOARD OF COUNTY COMMISSIONERS
<hr/> CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER	<hr/> STACEY HETHERINGTON, CHAIR
	<hr/> DOUG SMITH, VICE CHAIRMAN
	<hr/> HAROLD E. JENKINS II, COMMISSIONER
	<hr/> SARAH HEARD, COMMISSIONER
	<hr/> EDWARD V. CIAMPI, COMMISSIONER



Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 21-0535

DEPT-1

Meeting Date: 6/8/2021

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:

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

**MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM**

TO: Honorable Members of the Board of County Commissioners **DATE:** June 1, 2021

VIA: Taryn Kryzda
County Administrator

FROM: Jennifer Manning
Director of the Office of Management & Budget

REF: 21-0535
**SUBJECT: OFFICE OF MANAGEMENT AND BUDGET ITEMS WHICH REQUIRE
BOARD APPROVAL**

PERMISSION TO APPLY

1. **PERMISSION TO APPLY FOR THE FLORIDA DEPARTMENT OF HEALTH – BUREAU OF TOBACCO FREE FLORIDA – COMMUNITY-BASED TOBACCO PREVENTION INTERVENTIONS GRANT**

- **Requestor** – Human Services
- **Granting Agency** – Florida Department of Health – Bureau of Tobacco Free Florida
- **Project Description** – The County recently received notification that Florida Department of Health, Bureau of Tobacco Free Florida's (BTFF) Community-Based Tobacco Prevention Intervention grant program was made available. BTFF has allocated \$168,392.15 for Martin County as part of this funding opportunity. Human Services anticipates applying for funding to support two required staff positions and programming expenditures to provide tobacco intervention and prevention work in our community and schools.
- **Requested Grant award** – \$168,392.15 per year (renewable for up to a 5-year project period)
- **Budgetary Impact** – None - 7% required match to be met by in-kind staff salary totaling \$11,830.93 per year
- **Annual operating costs** – Staff time to administer grant.

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved** – There will be no direct programmatic supports dedicated solely to this programming in Martin County.
- **Financial Fiscal Impact if not approved** – There will be no direct programmatic funding dedicated solely to this programming in Martin County.

DOCUMENTS REQUIRING ACTION:

- Application Cover Page

RECOMMENDATION:

- Move that the Board authorize the Chair to sign the Application Cover Page.

PERMISSION TO ACCEPT

2. PERMISSION TO ACCEPT THE HOME INVESTMENT PARTNERSHIP PROGRAM GRANT FUNDING

- **Agreement/Contract drafted by** – St. Lucie County
- **Parties to the Agreement/Contract** – St. Lucie County Board of County Commissioners and Martin County Board of County Commissioners.
- **Purpose of the Agreement/Contract** – Upon the execution of the Subgrantee Agreement Martin County is receiving a sub-recipient award from St. Lucie County of \$125,000 with no match required. The National Affordable Housing Act of 1990 has authorized the HOME Program to provide financial assistance through the U.S. Department of Housing and Urban Development (HUD) to local government to produce affordable housing. Martin County currently has projects under the Community Development Block Grant (CDBG) for housing and we are anticipating using CDBG, HOME and State Housing Initiative Partnership Program (SHIP) for four (4) of the eleven (11) projects.
For Reporting and tracking, St. Lucie will reimburse Martin County with the HOME funds for each project when complete.
- **New/Renewal/Modified** – This is a new contract.
- **Duration** – October 1, 2017 – December 31, 2021.
- **Benefits to Martin County** – Enables the County to assist very low to moderate income households and individuals with assistance with repairing their homes.
- **Cost to Martin County** – Staff time to administer the grant.

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved** – Martin County would not be able to assist the homeowners.
- **Financial Fiscal impact if not approved** – None

DOCUMENTS REQUIRING ACTION:

- Budget Resolution
- Subrecipient Agreement

RECOMMENDATION:

- Move that the Board authorize the Chair to execute the Subrecipient Agreement 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

3. PERMISSION TO ACCEPT THE E911 STATE GRANT FOR GIS DATA SUPPORT

- **Agreement/Contract drafted by** – The State of Florida Department of Management Services
- **Parties to the Agreement/Contract** – The State of Florida Department of Management Services and Martin County Board of County Commissioners.
- **Purpose of the Agreement/Contract** – Grant award in the amount of \$29,700 for GIS data remediation on Road Centerlines (RCLs), polygons and other GIS information to prepare our data for use in the NG911 environment.
- **New/Renewal/Modified** – This is a new contract.

BCC MEETING DATE: June 8, 2021
AGENDA ITEM: DEPT-1

- **Duration** – Begun on March 21, 2021 and continues until March 21, 2023
- **Benefits to Martin County** – Martin County has transitioned to Next Generation 911(NG911) technology for 911 call routing and processing. In order for the county to be fully NG911 capable, our GIS (mapping) data must be accurate and maintained in a professional and detailed manner.
- **Cost to Martin County** – Staff time to administer the grant.

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved** – Operating without the GIS data remediation can cause emergency calls to be misrouted and delay in services provided.
- **Financial Fiscal impact if not approved** – Our current limited E911 fund revenues are insufficient to maintain and upgrade the NG911 system, and are unable to provide for future improvements such as GIS data remediation. Without the utilization of grant funds Martin County cannot complete the transition to NG911 services.

DOCUMENTS REQUIRING ACTION:

- Grant Contract
- Grant Agreement
- Budget Resolution

RECOMMENDATION:

- Move that the Board authorize the Chair to execute the grant agreement as well as any non-monetary grant related documents upon review and concurrence of the County Attorney's Office; and
- Move that the Board adopt the Budget Resolution.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

4. PERMISSION TO ACCEPT A DONATION FROM THE HISTORICAL SOCIETY OF MARTIN COUNTY FOR IRRIGATION ON MACARTHUR BOULEVARD

During the 2004 hurricanes, vegetation along the MacArthur Boulevard right of way, south of the House of Refuge, was significantly damaged when the road was compromised. In FY20, a donation was made to the Historical Society of Martin County (HSMC) which was utilized to restore vegetation along this section of roadway. A resident has donated \$25,000 to the HSMC for the express purpose of adding irrigation along this section of roadway for the previously restored vegetation. The installation and maintenance of the irrigation system will be conducted by the Public Works Department.

The Office of Management and Budget is requesting the approval of a Budget Resolution to allocate this contribution to the FY21 budget.

DOCUMENTS REQUIRING ACTION:

- Budget Resolution

RECOMMENDATION:

- Move that the Board adopt the Budget Resolution.

OTHER OMB ITEMS

5. ADJUSTMENTS TO THE FISCAL YEAR 2021 BUDGET

The Office of Management and Budget (OMB) is requesting approval to modify the fiscal year 2021 budget in accordance with Generally Accepted Accounting Principles (GAAP). These adjustments are necessary to align revenues and expenditures to reflect activities as well as make corrections, budgeted transfers, and budget transfers from reserves as follows:

A. BUDGET RESOLUTION TO ACCEPT REVENUES RECEIVED FOR SAND DUNE CAFE:

During fiscal year 2021, the Parks and Recreation Department anticipates receiving additional park fees over the projected revenues in the amount of \$136,000 at the Sand Dune Café. A Budget Resolution is required to appropriate the unanticipated revenues into the FY21 budget.

DOCUMENTS REQUIRING ACTION:

- Budget Resolution

RECOMMENDATION:

- Move that the Board approve the Budget Resolution.

B. TO APPROVE A BUDGET RESOLUTION FOR THE ALLOCATION OF ADDITIONAL FUNDS RECEIVED FOR THE FY21 STATE AID TO LIBRARIES GRANT

The Board authorized the Library to accept the FY21 State Aid to Libraries grant on April 27, 2021 in the amount of \$67,033. This is a budget resolution to accept into the County budget additional funding in the amount of \$9,310 received from the Division of Library and Information Services. Total amount of the grant is \$76,343.

DOCUMENTS REQUIRING ACTION:

- Budget Resolution

RECOMMENDATION:

- Move that the Board adopt the Budget Resolution for the additional funds in the amount of \$9,310 for the FY21 State Aid to Libraries

C. BUDGET RESOLUTION TO ALLOCATE PRIVATE CONTRIBUTION FROM THE SAILFISH POINT POA FOR THE BATHTUB BEACH RENOURISHMENT PROJECT

The County is in receipt of a private contribution from the Sailfish Point Property Owner's Association in the amount of \$500,524 for their portion of the Bathtub Beach Renourishment Project. A Budget Resolution is required to allocate the unanticipated revenues to the project budget.

DOCUMENTS REQUIRING ACTION:

- Budget Resolution

RECOMMENDATION:

- Move that the Board approve the Budget Resolution to accept the \$500,524 contribution into the FY21 Bathtub Beach Renourishment project.

D. TO APPROVE A BUDGET RESOLUTION FOR THE FY21 ALLOCATION OF MARTIN COUNTY MPO SECTION 5305(D) FUNDS FOR THE MPO

The Martin Metropolitan Planning Organization (MPO) has entered into a four-year Public Transportation Grant Agreement (PTGA) G1V44 with the Florida Department of Transportation (FDOT) to receive Martin County MPO Section 5305d funds authorized under Chapter 341, Florida Statutes. Funds are authorized on an annual basis. This is a budget resolution to accept into the County budget the Public Transportation Grant Agreement funding allocation in the amount of \$65,978. This grant does not require a match.

DOCUMENTS REQUIRING ACTION:

- Budget Resolution

RECOMMENDATION:

- Move that the Board adopt the Budget Resolution for the Public Transportation Grant Agreement funding allocation of PTGA G1V44 for the MPO.

E. TO APPROVE A BUDGET RESOLUTION FOR THE ESTABLISHMENT OF A SEPARATE LIGHT VEHICLE REPLACEMENT FUND FOR VEHICLE MAINTENANCE

At the recommendation of the Clerk of the Circuit Court and Comptroller's Office, a new Light Vehicle Replacement Fund was created to provide for a separate, delineated light vehicle fleet replacement program. A Budget Resolution is required to allocate the residual Light Vehicle Replacement program revenues to the newly created fund for Fiscal Year 2021.

DOCUMENTS REQUIRING ACTION:

- Budget Resolution

RECOMMENDATION:

- Move that the Board adopt the Budget Resolution to establish the Light Vehicle Replacement Fund.

F. BUDGET TRANSFER FROM DISASTER RECOVERY RESERVES FOR POTENTIAL DISASTER-RELATED EXPENSES

Disaster Funds are placed in reserves annually. The Office of Management and Budget is requesting a Budget Transfer from Disaster Recovery Reserves to allocate the funds to an operating expense line for various potential disaster-related expenses. Authorization of a Budget Transfer would make funds immediately available in the event of a declared emergency or disaster event.

DOCUMENTS REQUIRING ACTION:

- Budget Transfer from Disaster Recovery Reserves

RECOMMENDATION:

- Move that the Board authorize a Budget Transfer from Disaster Recovery Reserves.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

6. FULL-TIME LEAD COOK POSITION FOR SEASIDE CAFÉ AT STUART BEACH AND SAND DUNE CAFÉ AT JENSEN BEACH

The Parks and Recreation Department is requesting to convert the vacant contractual Lead Cook positions (2) at Sand Dune Café and Seaside Café to full time equivalent (FTE) positions.

The current leased employee model does not provide stability and consistency of operations at the County owned and operated beach side cafés.

Human Resources has reviewed the job description for the Lead Cook position and is recommending a pay grade of 952 starting salary at \$29,042. These two positions would be funded out of the Seaside Café and Sand Dune Café operating budgets and would not require additional funds.

DOCUMENTS REQUIRING ACTION:

- None

RECOMMENDATION:

- Move that the Board approve the two new Lead Cook positions (FTEs).



Office of Management and Budget - Supplemental Memo Attachments

Item #1 – PERMISSION TO APPLY FOR THE FLORIDA DEPARTMENT OF HEALTH – BUREAU OF TOBACCO FREE FLORIDA – COMMUNITY-BASED TOBACCO PREVENTION INTERVENTIONS GRANT

DOCUMENTS REQUIRING ACTION:

- Application Cover Page

ATTACHMENTS

Attachment I: Cover Page



COVER PAGE & CERTIFICATION

Bureau of Tobacco Free Florida
State and Community Intervention
Grant Application

Title of Project:			
Amount of Grant Funds Requested:		County to be Served:	
Applicant Name:			
Title:			
Lead Agency Name:			
Telephone Number & Extension:		Fax Number:	
Email Address:		Federal ID#	
Mailing Address:			

Applicant Organization Type: ☐ School District/University ☐ Public
☐ Non-Profit 501(3)c ☐ Health Care Facility ☐ Private
☐ County Health Department ☐ For-Profit ☐ Other

Official Authorized to Certify Application:			
Name:			
Title:			
Organization Name:			
Telephone Number & Extension:		Fax Number:	
Email Address:			
Mailing Address:			

Please note: The application is for the purpose of applicant selection. Final negotiation of the Work Plan will be completed after grant award.

Certification

By signing below the duly authorized representative certifies that all information, facts and figures are true and correct and that if awarded a grant, the agency will comply with the RFA, the Standard Contract, all applicable State and federal laws, regulations, grant terms and conditions, action transmittals, review guides, and other instructions and procedures for program compliance and fiscal control. The signatory is certifying that these funds will not be used to supplant other resources nor for any other purposes other than the funded program. The organization also agrees to comply with the terms and conditions of the Department as it relates to criminal background screening of the Chief Executive Officer, Executive Director, program director, direct-service staff, volunteers, and others.

Signature & Certification of Authorized Official:	Date:
<hr/> <p style="text-align: center;">Signature</p>	



Office of Management and Budget - Supplemental Memo Attachments

Item #2 – PERMISSION TO ACCEPT THE HOME INVESTMENT PARTNERSHIP PROGRAM GRANT FUNDING

DOCUMENTS REQUIRING ACTION:

- Budget resolution
- Subrecipient Agreement

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

RESOLUTION NUMBER

RESOLUTION INCREASING THE HOME GRANT FUND REVENUES AND APPROPRIATIONS

WHEREAS, The National Affordable Housing Act of 1990 has authorized the HOME Program to provide financial assistance through the US Department of Housing and Urban Development (HUD), to local government for the production of affordable housing.

WHEREAS, Martin County is receiving a sub-recipient award from St Lucie County of \$125,000 with no required match; 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:						
120200	0214	33169	000		\$125,000.00	Federal Grants/ Other Human Services
TOTAL:					\$125,000.00	
APPROPRIATIONS:						
120200	0214	08300	554		\$125,000.00	Other Grants and Aids
TOTAL:					\$125,000.00	

DULY PASSED AND ADOPTED THIS 8th DAY OF JUNE, 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:

8-Jun-21 DEPT-1

Agenda Date Item Number

Sarah W. Woods, County Attorney

Batch Number Input Date

HOME INVESTMENT PARTNERSHIP PROGRAM SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered this ____ day of _____, 20____ by and between the St. Lucie County Board of County Commissioners (herein called the “Participating Jurisdiction”) and the Martin County Board of County Commissioners (herein called the “Consortium Member”).

WHEREAS, in 2007, the Parties entered into an Interlocal Agreement approved by the St. Lucie County Board of County Commissioners on June 7, 2007, providing for the Consortium Members inclusion in the Treasure Coast HOME Consortium (“HOME Consortium”), and providing for the Participating Jurisdiction to be the lead entity to carry out the objectives of the HOME Investment Partnerships Program on behalf of all of its members; said Interlocal Agreement is incorporated herein by reference; and

WHEREAS, in 2018, the Parties amended the Interlocal Agreement to add Port St. Lucie, Fellsmere, and the Village of Indiantown as members of the Consortium.

WHEREAS, the Participating Jurisdiction as the lead entity for the HOME Consortium is the recipient of HOME Investment Partnerships Program funding (“HOME Funds”) from the U.S. Department of Housing and Urban Development (“HUD”) pursuant to the HOME Investment Partnerships Act (“HOME Act”) at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, with implementing rules and regulations set for in 24 CFR Part 92 for all members of the HOME Consortium, and Participating Jurisdiction desires to allocate a portion of the HOME funds to the Consortium Member; and

WHEREAS, the Participating Jurisdiction is required to enter into this agreement with the Consortium Member to perform HOME eligible housing rehabilitation activities within unincorporated Martin County, and

THEREFORE, in consideration of the mutual terms set forth in herein, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 Agreement - This document, Articles 1 through 10, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 Board - The Board of County Commissioners of St. Lucie County, Florida.
- 1.3 CFR - The Code of Federal Regulations is the codification of rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.

- 1.4 Committed funds - The term shall mean "Commitment" as defined under 24 CFR Part 92.2.
- 1.5 Contract Administrator - The Contract Administrator for the PARTICIPATING JURISDICTION is the Housing Manager of the Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with Consortium Members designated representative, and to manage and supervise execution and completion of the Project and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, the Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Project.
- 1.6 PARTICIPATING JURISDICTION Administrator - The administrative head of the PARTICIPATING JURISDICTION appointed by the Board.
- 1.7 PARTICIPATING JURISDICTION Attorney - The chief legal counsel for the PARTICIPATING JURISDICTION appointed by the Board.
- 1.8 Division - St. Lucie County
- 1.9 HOME or HOME Program - The HOME Investment Partnerships Program pursuant to Title II of the Cranston National Affordable Housing Act (42 U.S.C. 1271 et seq.), with implementing rules and regulations set forth in 24 CFR Part 92.
- 1.10 HOME Funds - The HOME Investment Partnerships grant funding provided to Consortium Member under this Agreement.
- 1.11 HUD - The United States Department of Housing and Urban Development.
- 1.12 Income Eligible Household - Low-income households described in 24 CFR Part 92.2, consisting of families as defined in 24 CFR Part 5.403, with an annual anticipated gross income that does not exceed eighty percent (80%) of the median annual income for the area, as determined by HUD, with adjustments for family size for households within the metropolitan statistical area for Port Saint Lucie.
- 1.13 Project - The Project consists of the services described in Article 3.
- 1.14 Project Completion - A project is considered complete when it meets certain conditions, including: construction completion, property standards met, funds disbursed and final draw down, completion information entered into IDIS all required reports, and documentation required by the PARTICIPATING JURISDICTION.
- 1.15 Property - The properties assisted with HOME Funds under this Agreement.

- 1.16 Rules and Regulations of HUD - The rules and regulations of HUD including, but not limited to, 24 CFR Part 92, "HOME Investment Partnerships Program"; Fair Housing Act, 42 U.S.C. 3601 et seq.; Section 301 of the Housing and Urban-Rural Recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-18, Procedures for the Cash and Management Information (CMI) System for the HOME Program, the applicable provisions of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards"; 24 CFR Part 91 "Consolidated Submissions for Community Planning and Development Programs" and any Executive Orders issued by the Federal Government, or any final rule changes set forth in the Federal Register, impacting the HOME Program; as amended from time to time, and which are incorporated herein by reference.

ARTICLE 2-SUMMARY

- 2.1 Pursuant to 24 CFR Part 92, HUD allocates HOME funds by formula among eligible state and local governments to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing for low-income households.
- 2.2 Pursuant to 24 CFR Part 92-105, the Participating Jurisdiction has been designated by HUD as a participating jurisdiction and receives its HOME funding allocation pursuant to the Consolidated Plan submitted to and approved by HUD in accordance with 24 CFR Part 91. The Participating Jurisdiction may use HOME funding to carry out multi-year housing strategies through homebuyer activities and purchase assistance, rehabilitation, new housing construction, and tenant-based rental assistance.
- 2.3 Under the Rules and Regulations of HUD, PARTICIPATING JURISDICTION is the administrator for the Program and is mandated to comply with all applicable statutes, codes, rules, and regulations of the United States as to the allocation and expenditure of HOME Funds as well as protecting the interests of certain classes of individuals who reside in PARTICIPATING JURISDICTION.
- 2.4 PARTICIPATING JURISDICTION desires to disburse HOME Funds to CONSORTIUM MEMBER and has obtained assurances from CONSORTIUM MEMBER that it will comply with all applicable statutes, codes, rules, and regulations of the United States, the Rules and Regulations of HUD, the State of Florida, and PARTICIPATING JURISDICTION relating to the Project and the Program, as a condition precedent to the release of such HOME Funds to CONSORTIUM MEMBER.
- 2.5 PARTICIPATING JURISDICTION shall conduct all programs and activities relating to housing and community development in a manner that affirmatively furthers fair housing. PARTICIPATING JURISDICTION shall fund only sub recipients who have taken steps to promote fair housing.
- 2.6 In accordance with 2 CFR Part 2400.101, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in 2 CFR Part 200 are applicable to the HOME Funds provided by PARTICIPATING JURISDICTION

under this Agreement. In accordance with 2 CFR Part 200.101(b) (3), with the exception of the requirements set forth in 2 CFR Part 200, Subpart F, Audit Requirements, in the event any of the provisions of Federal statutes or regulations relating to the HOME Program differ from the provisions set forth in 2 CFR Part 200, the provision of the Federal statutes or regulations shall govern.

- 2.7 This Agreement is subject to the availability of funds as more specifically described in Articles 3.

ARTICLE 3 - PROJECT

- 3.1 CONSORTIUM MEMBER shall provide housing rehabilitation activities for Income Eligible Households as outlined in Exhibit "D," Project Description.
- 3.2 CONSORTIUM MEMBER shall comply with Exhibit "A," Costs/Budget for Project, and Exhibit "B," Timetable/Schedule for Project. In the event CONSORTIUM MEMBER fails to maintain the implementation schedule within ninety (90) days of the deadlines identified in Exhibit "B". PARTICIPATING JURISDICTION may terminate this Agreement in accordance with Article 9 and may transfer all uncommitted and unexpended funds to the contingency account or be reprogrammed by PARTICIPATING JURISDICTION consistent with the Rules and Regulations of HUD for the HOME Program.
- 3.3 The Division may issue a Stop Order to CONSORTIUM MEMBER which shall halt all work on the Project in the event the work is not being performed according to the terms of this Agreement or when, in the Division Manager's judgment, CONSORTIUM MEMBER, or any of its Subcontractors, have violated federal guidelines and regulations, or the terms of this Agreement.
- 3.4 The Division will carry out periodic monitoring and evaluation activities as determined necessary by the Division. Upon request, CONSORTIUM MEMBER shall furnish to the Division Manager, PARTICIPATING JURISDICTION, or their designees, such records and information related to the Project as is determined necessary by the Division Manager or PARTICIPATING JURISDICTION. CONSORTIUM MEMBER shall submit upon the request of the Division Manager, information and status reports required by the Division, PARTICIPATING JURISDICTION, or HUD on forms approved by the Division Manager.
- 3.5 CONSORTIUM MEMBER shall meet with PARTICIPATING JURISDICTION at reasonable times and with reasonable notice to discuss the Project.
- 3.6 The Parties shall cooperate in the preparation of any and all reports required under this Agreement. CONSORTIUM MEMBER shall furnish to PARTICIPATING JURISDICTION any information PARTICIPATING JURISDICTION requests for preparation of reports required under the Rules and Regulations of HUD, specifically 2

CFR Part 200 and 24 CFR Part 92 including, but not limited to, the Consolidated Plan and the Annual Performance Report.

- 3.7 CONSORTIUM MEMBER shall use its own procurement procedures for the procurement of property and services, which shall reflect applicable state and local laws and regulations; and all procurement shall conform to applicable federal law and the applicable Procurement Standards set forth in 2 CFR Part 200, Subpart D.
- 3.8 CONSORTIUM MEMBER shall not charge any servicing, origination, or other fees for the costs of administering the Project, except as permitted under 24 CFR Part 92.214(b)(1).
- 3.9 CONSORTIUM MEMBER shall ensure that the recapture and affordability restrictions set forth in 24 CFR Part 92.254 are enforced by requiring each Income Eligible Household to execute a Mortgage and Promissory Note in favor of PARTICIPATING JURISDICTION.

ARTICLE 4 - FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

- 4.1 The maximum amount of HOME Funds payable by PARTICIPATING JURISDICTION under this Agreement shall be set forth in the applicable categories below:

Check applicable category (ies):

☒ Regular HOME Dollars - \$25,000

- 4.2 PARTICIPATING JURISDICTION shall reimburse CONSORTIUM MEMBER for the Project expenses incurred as provided in Exhibit "A," Project Budget, provided a suspension of payment as provided in this Agreement has not occurred, and provided further that CONSORTIUM MEMBER complies with the procedures for invoices and payments as set forth in this Article. At no time shall PARTICIPATING JURISDICTION distribute HOME Funds to CONSORTIUM MEMBER if it has not provided the required deliverables. In the event HUD reduces the HOME funding allocation to the HOME Consortium, PARTICIPATING JURISDICTION shall reduce CONSORTIUM MEMBER's allocation proportionately.
- 4.3 CONSORTIUM MEMBER shall invoice PARTICIPATING JURISDICTION upon issuance of the Certificate of Occupancy for the unit being constructed in accordance with 24 CFR Part 92.206, on the following basis:
 - 4.3.1 CONSORTIUM MEMBER shall submit to PARTICIPATING JURISDICTION a line item invoice that clearly identifies the projects costs for which it is invoicing.
 - 4.3.2 CONSORTIUM MEMBER shall submit to PARTICIPATING JURISDICTION a certified copy of all Subcontractor invoices for the Project indicating the services, work, activities, or materials for which it is invoicing.

- 4.3.3 CONSORTIUM MEMBER shall submit to PARTICIPATING JURISDICTION proof of payment such as canceled checks made out to the Subcontractor for the Project indicating the services, work, activities, or materials for which it is invoicing.
 - 4.3.4 CONSORTIUM MEMBER's administrator or the administrator's authorized representative shall certify that the services, work, activities, or materials being invoiced has been received or completed.
- 4.4 Following receipt of invoices and supporting documentation, as described in Section 4.5, the Division shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. A failure by CONSORTIUM MEMBER to provide all invoices and supporting documentation necessary to process payment requests within a reasonable time may result in PARTICIPATING JURISDICTION denying payment of such request. Upon determination by the Division that the items invoiced have been received or completed, the Division shall make payment to CONSORTIUM MEMBER the amount it determines to be payable.
- 4.5 PARTICIPATING JURISDICTION shall pay CONSORTIUM MEMBER within thirty (30) calendar days from receipt of CONSORTIUM MEMBER's Request for Payment for reimbursement of eligible Project expenses. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONSORTIUM MEMBER to comply with any term, condition, or requirement of this Agreement.
- 4.6 CONSORTIUM MEMBER shall expend the HOME Funds allocated to the Project by the end of the term of this Agreement. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of PARTICIPATING JURISDICTION. CONSORTIUM MEMBER shall ensure there is an expenditure of HOME Funds within twelve (12) months of execution of this Agreement by the Parties, and thereafter, every ninety (90) days, wherever possible.
- 4.7 PARTICIPATING JURISDICTION may suspend payment under this Agreement for any of the following events:
 - 4.7.1 Ineligible use of HOME Funds.
 - 4.7.2 Failure to comply with the terms of this Agreement.
 - 4.7.3 Failure to submit reports as required, including a favorable audit report.
 - 4.7.4 Submittal of incorrect or incomplete reports in any material respect; and
 - 4.7.5 Failure to comply with the indemnification obligations under this Agreement.

- 4.8 In the event PARTICIPATING JURISDICTION elects to withhold payment to CONSORTIUM MEMBER pursuant to Section 4, PARTICIPATING JURISDICTION shall specify the action(s) that must be taken by CONSORTIUM MEMBER as a condition precedent to resumption of payments and should specify a reasonable date for compliance.
- 4.9 CONSORTIUM MEMBER shall not request disbursement of HOME Funds under this Agreement until the HOME Funds are needed for the payment of eligible costs under 24 CFR Part 92.206, as applicable to the Project under this Agreement. Any requests by CONSORTIUM MEMBER for disbursement of HOME Funds under this Agreement for the payment of eligible costs shall be requested from PARTICIPATING JURISDICTION utilizing the Request for Payment Form set forth in Exhibit "C".
- 4.10 If applicable, any Program Income, repayments, or recaptured funds, as described in 24 CFR Part 92.503, hereinafter collectively referred to as ("Program Income"), received by CONSORTIUM MEMBER derived from the Project, after the effective date of this Agreement, which was generated under this Agreement, or any prior fiscal year HOME funding agreement with PARTICIPATING JURISDICTION, shall be returned to PARTICIPATING JURISDICTION in accordance with the rules and regulations set forth in 24 CFR Part 92.503 relating to Program Income under the HOME Program.
- 4.11 Payments to CONSORTIUM MEMBER shall be sent to:
- Martin County Board of County Commissioner
2401 SE Monterey Road
Stuart, FL 34996
Attn: Housing
- 4.12 Any documentation required under this Agreement shall be furnished to PARTICIPATING JURISDICTION at the following address:
- Jennifer Hance, Housing Manager
St. Lucie County Community Services-Housing Division
437 N. 7th Street
Fort Pierce, FL 34950
- 4.13 At the sole discretion of the Housing Manager, unexpended HOME Funds not provided to or reimbursed to CONSORTIUM MEMBER under the terms of this Agreement may be reallocated by PARTICIPATING JURISDICTION to other HOME Program projects as outlined in the Consolidated Plan and/or Action Plan.
- 4.14 Any HOME Funds paid to CONSORTIUM MEMBER in excess of the amount to which CONSORTIUM MEMBER is finally determined to be entitled to under this Agreement shall be repaid to PARTICIPATING JURISDICTION within 30 days from demand, and

if not paid, PARTICIPATING JURISDICTION may reduce the debt by making an administrative offset against other requests for reimbursements.

- 4.15 Subcontractors. CONSORTIUM MEMBER shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, to PARTICIPATING JURISDICTION with no markup. All Subcontractor fees shall be billed in the actual amount paid by CONSORTIUM MEMBER.
- 4.16 Notwithstanding any provision of this Agreement to the contrary, PARTICIPATING JURISDICTION shall not be required to reimburse CONSORTIUM MEMBER any HOME Funds under this Agreement, if PARTICIPATING JURISDICTION is not able to obtain such funding from HUD for the payment of these costs, and PARTICIPATING JURISDICTION may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by PARTICIPATING JURISDICTION.
- 4.17 Notwithstanding any provision in this Agreement to the contrary, in the event PARTICIPATING JURISDICTION is required to repay HUD any HOME funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 CFR Part 92, or any other applicable Rules and Regulations of HUD, CONSORTIUM MEMBER may be required to repay PARTICIPATING JURISDICTION such HOME Funds in accordance with the repayment provisions set forth in Section 8.5 of this Agreement.

ARTICLE 5 - LIABILITY AND INDEMNIFICATION

- 5.1 CONSORTIUM MEMBER is a state agency under Section 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.
- 5.2 In the event CONSORTIUM MEMBER contracts with a Subcontractor to perform any work or activities for the Project, any contract with such Subcontractor shall include the following provisions, in substantially the form provided below:
 - 5.2.1 To the fullest extent permitted by law, Contractor shall at all times hereafter indemnify, hold harmless and defend St. Lucie County and all of the St. Lucie County's current and former officers, agents, servants, and employees (collectively "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is

caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of, Contractor, its current or former officers, employees, agents, or servants, arising from, resulting to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from St. Lucie County, defend each Indemnified Party against each such Claim by counsel satisfactory to St. Lucie County, or at St. Lucie County's option, pay for an attorney selected by the Participating Jurisdiction Attorney to defend the Indemnified Party. The obligations of this section shall expiration or earlier termination of this Agreement.

ARTICLE 6- ASSURANCES AND CERTIFICATIONS

- 6.1 CONSORTIUM MEMBER shall comply with all applicable federal, state, and Participating Jurisdiction laws, ordinances, codes, and regulations relating to the use of HOME Funds including, but not limited to, the Rules and Regulations of HUD, and requirements which may be imposed by the HOME Consortium. Any conflict or inconsistency between any federal, state, or Participating Jurisdiction regulations and this Agreement shall be resolved in favor of the more restrictive regulations.
- 6.2 CONSORTIUM MEMBER certifies, to the best of its knowledge and belief, that:
 - 6.2.1 No federal appropriated funds have been paid or will be paid, by or on behalf of CONSORTIUM MEMBER, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 6.2.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, CONSORTIUM MEMBER shall complete and submit to PARTICIPATING JURISDICTION Standard Form - LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 CFR Part 87, in accordance with its instructions.
- 6.3 CONSORTIUM MEMBER shall comply with the requirements set forth in 24 CFR Subtitle A, Part 92 and 24 CFR Part 5, as applicable to the Project, including, but not limited to, the following:
 - 6.3.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 CFR Part 1, which prohibit discrimination of

persons on the basis of race, color, or national origin, including, but not limited to, exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which CONSORTIUM MEMBER receives federal financial assistance.

- 6.3.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR Part 100 et seq., which prohibits discrimination of persons on the basis of race, color, religion, sex, and national origin in housing practices.
- 6.3.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 4 CFR Part 107.
- 6.3.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations set forth in 24 CFR Part 146, which prohibit discrimination of persons on the basis of age under any program, or activity for which CONSORTIUM MEMBER receives federal financial assistance.
- 6.3.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations set forth in 24 CFR Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which CONSORTIUM MEMBER receives financial federal assistance.
- 6.3.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), and the implementing regulations set forth in 24 CFR Part 40, which require certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons, as applicable.
- 6.3.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibit discrimination of individuals on the basis of race, color, sex, national origin, religion, or age.
- 6.3.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations set forth in 24 CFR Part 135, as applicable), which provides for training, employment, contracting, and other economic opportunities for low and very low-income persons. [See also Section 7.10 below, if applicable.]
- 6.3.9 24 CFR Part 92.354, Labor, and the Davis-Bacon Act (40 U.S.C. 3141), which relates to all laborers and mechanics employed in the development of any part of the housing and requires contracts to be subject to the overtime provisions, as

applicable, set forth in the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701).

- 6.3.10 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations and restrictions on lobbying set forth in 24 CFR Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- 6.3.11 The prohibitions set forth in 2 CFR Parts 180 and 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.
- 6.3.12 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.), and the implementing regulations set forth in 2 CFR Part 2429.
- 6.3.13 CONSORTIUM MEMBER shall comply with the applicable requirements under 24 CFR Part 5, Subpart L, in order to afford persons assisted with HOME Funds the protections required under the Violence Against Women Reauthorization Act of 2013 ("VAWA") (Public Law 113-4, originally codified in part at 42 U.S.C. Sections 13701 through 14040), which provides, in part the following: Notification of Occupancy Rights to applicants for housing and tenants, in accordance with 24 CFR Part 5.2005(a); construction of lease terms and terms of assistance to avoid unwarranted determinations that a lease has been violated or needs to be terminated, in accordance with 24 CFR Part 5.2005(c); and adoption of an Emergency Transfer Plan to enable appropriate tenant transfers to other units without undue procedural constraints, in accordance with 24 CFR Part 5.2005(e) and 24 CFR Part 92, Subpart H, 92.359, as applicable.
- 6.3.14 CONSORTIUM MEMBER shall comply with the recordkeeping and reporting requirements under this Agreement and 24 CFR Parts 5.168, 91.520(e), and 92.508, as applicable, to enable PARTICIPATING JURISDICTION to comply with its recordkeeping and reporting requirements set forth in 24 CFR Parts 92.508 and 2 CFR Part 200.
- 6.3.15 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, CONSORTIUM MEMBER shall provide PARTICIPATING JURISDICTION, HUD, and the United States Comptroller General, through any of their duly authorized representatives, access to any books, documents, papers, and records of CONSORTIUM MEMBER, or its Subcontractors providing Project services under this Agreement, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The rights of access granted under this Section 7.9 shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

6.3.16 CONSORTIUM MEMBER shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. CONSORTIUM MEMBER shall comply with 24 CFR Part 135.34, relating to preferences for Section 3 residents in training and employment opportunities, 24 CFR Part 135.3(a)(3)(ii)), relating to applicability and thresholds for Section 3 covered housing and community development assistance, 24 CFR 135.34(2), relating to preference for Section 3 residents in training and employment opportunities, and 24 CFR 135.36(a)(2), relating to preferences for Section 3 business concerns in contracting opportunities, as applicable. In the event CONSORTIUM MEMBER enters into an agreement with a Subcontractor to perform any services under this Agreement in excess of \$100,000, CONSORTIUM MEMBER must include the Section 3 clause found at 24 CFR Part 135.38 verbatim in all Section 3 covered contracts, requests for proposals, and any other solicitations.

ARTICLE 7 - FINANCIAL RESPONSIBILITY

- 7.1 CONSORTIUM MEMBER shall comply with the requirements, standards, and the applicable provisions set forth in 2 CFR Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards."
- 7.2 CONSORTIUM MEMBER shall comply with the audit requirements set forth in 2 CFR Part 200, Subpart F, "Audit Requirements," and any revisions, as applicable. The audit required under 2 CFR Part 200 must be filed with PARTICIPATING JURISDICTION within one hundred twenty (120) days after the close of the fiscal year of CONSORTIUM MEMBER. All HOME Funds provided by PARTICIPATING JURISDICTION should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.
- 7.3 CONSORTIUM MEMBER shall use HOME Funds provided by PARTICIPATING JURISDICTION only for eligible Project activities specifically outlined in this Agreement.
- 7.4 In addition to PARTICIPATING JURISDICTION's right to terminate this Agreement in accordance with Article 9, CONSORTIUM MEMBER shall be required to repay to PARTICIPATING JURISDICTION, in PARTICIPATING JURISDICTION's sole discretion, any HOME Funds determined by PARTICIPATING JURISDICTION to be ineligible for reimbursement under the terms of this Agreement including, but not limited to, in the following events:
 - 7.4.1 Use of any HOME Funds for ineligible Project expenses or activities, including any over payments by PARTICIPATING JURISDICTION.

- 7.4.2 Any HOME Funds expended by CONSORTIUM MEMBER, or any of its Subcontractors, in violation of this Agreement.
- 7.5 In the event CONSORTIUM MEMBER is required to repay PARTICIPATING JURISDICTION any HOME Funds pursuant to this Section 8.4 CONSORTIUM MEMBER shall repay such funds from nonfederal resources within thirty (30) days of notice provided by PARTICIPATING JURISDICTION, and if not paid, PARTICIPATING JURISDICTION may, in its sole discretion, elect to withhold payment on any subsequent request for payment by CONSORTIUM MEMBER, or reduce CONSORTIUM MEMBER's obligation to repay PARTICIPATING JURISDICTION by making an administrative offset against any request for payment. PARTICIPATING JURISDICTION, in its sole discretion, may reallocate any funds CONSORTIUM MEMBER repays to PARTICIPATING JURISDICTION pursuant to the terms of this Agreement to other eligible HOME projects. This provision shall survive the expiration or earlier termination of this Agreement.
- 7.6 CONSORTIUM MEMBER shall disclose to PARTICIPATING JURISDICTION any and all third-party funding, whether public or private, for the Project. No PARTICIPATING JURISDICTION funding shall be used to replace existing third party funding.
- 7.7 Reversion of Assets. Upon expiration or earlier termination of this Agreement, CONSORTIUM MEMBER shall transfer to PARTICIPATING JURISDICTION any HOME Funds, Program Income, repayments, and recaptured funds on hand at the time of expiration or earlier termination, and any accounts receivable attributable to the use of HOME Funds.

ARTICLE 8 - TERM OF AGREEMENT

- 8.1 The term of this Agreement shall commence retroactively to October 1, 2017, and shall end December 30, 2021, as further described in Exhibit "B," Timetable/Schedule for Project, unless terminated earlier or extended pursuant to the terms of this Agreement. According to the HUD 2013 Final HOME Rule, CONSORTIUM MEMBER must have committed funds by December 31, 2021. CONSORTIUM MEMBER shall expend the HOME Funds allocated to the Project within the term of this Agreement. CONSORTIUM MEMBER may submit a written request for an extension to the term of this Agreement to the Housing Manager no less than sixty (60) days prior to the expiration date. In the event the Housing Manager approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.18.

ARTICLE 9 - TERMINATION

- 9.1 This Agreement is subject to the availability of HOME funding from HUD. In the event HUD terminates, suspends, discontinues, or substantially reduces the HOME funding for the Project activity under this Agreement, PARTICIPATING JURISDICTION may

terminate this Agreement upon CONSORTIUM MEMBER's receipt from PARTICIPATING JURISDICTION of no less than Twenty-four (24) hours' notice. PARTICIPATING JURISDICTION shall be the final authority as to the availability of HOME Funds.

9.2 Termination for Cause.

9.2.1 This Agreement may be terminated for cause by PARTICIPATING JURISDICTION, at the discretion of and through the Participating Jurisdiction Administrator, if CONSORTIUM MEMBER fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from PARTICIPATING JURISDICTION identifying the breach. Any notice of termination provided by PARTICIPATING JURISDICTION pursuant to this Section 10.2.1 shall also provide CONSORTIUM MEMBER with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. CONSORTIUM MEMBER shall file an appeal within five (5) days of receipt of PARTICIPATING JURISDICTION's notice of termination.

9.2.2 Termination for cause by PARTICIPATING JURISDICTION may include, but is not limited to, CONSORTIUM MEMBER's failure to commence work on the Project, as set forth in Exhibit "B," Timetable/Schedule for Project, within ninety (90) days from the date of complete execution of this Agreement by the Parties, repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives under this Agreement, failure to repay PARTICIPATING JURISDICTION as provided in Section 8.5, or contracting with a Subcontractor to provide any Project services under this Agreement who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 CFR Part 2424. The Agreement may also be terminated for cause if CONSORTIUM MEMBER is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if CONSORTIUM MEMBER provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

9.2.3 In the event this Agreement is terminated by PARTICIPATING JURISDICTION for cause, CONSORTIUM MEMBER shall repay to PARTICIPATING JURISDICTION any HOME Funds determined by PARTICIPATING JURISDICTION to be due in accordance with Section 8.5. PARTICIPATING JURISDICTION may, in its sole discretion, reduce CONSORTIUM MEMBER's obligation to repay PARTICIPATING JURISDICTION by making an administrative offset against any requests by CONSORTIUM MEMBER for payment up to the effective date of termination as provided in Section 10.4.

- 9.3 Termination for Convenience. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. Termination for convenience for PARTICIPATING JURISDICTION shall be by the Board. This Agreement may also be terminated by the Participating Jurisdiction Administrator upon such notice as the Participating Jurisdiction Administrator deems appropriate under the circumstances in the event the Participating Jurisdiction Administrator determines that termination is necessary to protect the public health, safety, or welfare. If PARTICIPATING JURISDICTION erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 9.4 In the event this Agreement is terminated for any reason, PARTICIPATING JURISDICTION will reimburse CONSORTIUM MEMBER upon receipt of a Request for Payment for documented and committed eligible Project expenses in accordance with the terms of this Agreement and Exhibit "A," Costs/Budget for Project, incurred by CONSORTIUM MEMBER prior to the effective date of termination of this Agreement. For purposes of this Agreement, documented and committed eligible Project expenses means any verifiable committed expense including, but not limited to, a Purchase Order for payment of materials and supplies, executed by CONSORTIUM MEMBER or a Subcontractor on CONSORTIUM MEMBER's behalf, for Project activities under this Agreement. However, CONSORTIUM MEMBER shall not encumber any HOME Funds under this Agreement after either party provides written notice of termination to the other party. Any payment by PARTICIPATING JURISDICTION pursuant to this Section 10.4 is subject to the repayment provisions in Section 8.5.
- 9.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the Participating Jurisdiction Administrator, which the Participating Jurisdiction Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 9.6 In the event CONSORTIUM MEMBER elects to terminate this Agreement or withdraw from the HOME Consortium in accordance with the provisions set forth in 24 CFR Part 92, Subpart C, CONSORTIUM MEMBER shall not be entitled to receive any unused portion of the HOME funding allocated to CONSORTIUM MEMBER.
- 9.7 In the event this Agreement is terminated for any reason, any amounts due CONSORTIUM MEMBER shall be withheld by PARTICIPATING JURISDICTION until all documents are provided to PARTICIPATING JURISDICTION pursuant to Section 9.4 of Article 9.

ARTICLE 10 - MISCELLANEOUS

10.1 EQUAL EMPLOYMENT OPPORTUNITY

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

CONSORTIUM MEMBER shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 CFR Parts 23 and 26.

Failure by CONSORTIUM MEMBER to carry out any of the requirements of this section shall constitute a material breach of this Agreement, which shall permit PARTICIPATING JURISDICTION to terminate this Agreement or to exercise any other remedy provided under this Agreement, Participating Jurisdiction Code of Ordinances, or under other applicable law, all such remedies being cumulative.

By execution of this Agreement, CONSORTIUM MEMBER represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. PARTICIPATING JURISDICTION hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle PARTICIPATING JURISDICTION to terminate this Agreement and recover from CONSORTIUM MEMBER all monies paid by PARTICIPATING JURISDICTION pursuant to this Agreement, and may result in debarment from PARTICIPATING JURISDICTION's competitive procurement activities.

10.2 PUBLIC RECORDS

CONSORTIUM MEMBER shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

IF CONSORTIUM MEMBER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSORTIUM MEMBER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE 2300 VIRIGNIA AVENUE, FORT PIERCE, FL 34982.

10.3 AUDIT RIGHTS, AND RETENTION OF RECORDS

PARTICIPATING JURISDICTION shall have the right to audit the books, records, and accounts of CONSORTIUM MEMBER and its Subcontractors that are related to this Agreement. CONSORTIUM MEMBER and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of CONSORTIUM MEMBER and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONSORTIUM MEMBER, or its Subcontractor, as applicable, shall make same available at no cost to PARTICIPATING JURISDICTION in written form.

In accordance with the minimum required retention period set forth in 24 CFR Part 92.508, related to recordkeeping, CONSORTIUM MEMBER and its Subcontractors shall preserve and make available, at reasonable times for examination and audit by PARTICIPATING JURISDICTION, all financial records, supporting documents, statistical records, and any other documents pertinent to the completion/close-out of the funding period associated with the term of this Agreement, or until resolution of any audit findings, whichever is longer. PARTICIPATING JURISDICTION audits and inspections pursuant to this section may be performed by any PARTICIPATING JURISDICTION representative (including any outside representative engaged by PARTICIPATING JURISDICTION). PARTICIPATING JURISDICTION reserves the right to conduct such audit or review at CONSORTIUM MEMBER's place of business, if deemed appropriate by PARTICIPATING JURISDICTION, with seventy-two (72) hours' advance written notice. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for PARTICIPATING JURISDICTION's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to PARTICIPATING JURISDICTION of any nature by CONSORTIUM MEMBER in excess of five percent (5%) of the total contract billings reviewed by PARTICIPATING JURISDICTION, the reasonable actual cost of PARTICIPATING JURISDICTION's audit shall be reimbursed to PARTICIPATING JURISDICTION by CONSORTIUM MEMBER in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of PARTICIPATING JURISDICTION's findings to CONSORTIUM MEMBER. CONSORTIUM MEMBER shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

10.4 TRUTH-IN-NEGOTIATION REPRESENTATION

CONSORTIUM MEMBER's compensation under this Agreement is based upon representations supplied to PARTICIPATING JURISDICTION by CONSORTIUM MEMBER, and CONSORTIUM MEMBER certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. PARTICIPATING JURISDICTION shall be entitled to recover any damages it incurs to the extent such representation is untrue.

10.5 PUBLIC ENTITY CRIME ACT

CONSORTIUM MEMBER represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, CONSORTIUM MEMBER further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSORTIUM MEMBER has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, PARTICIPATING JURISDICTION shall have the right to immediately terminate this Agreement and recover all HOME Funds paid to CONSORTIUM MEMBER under this Agreement.

10.6 INDEPENDENT CONTRACTOR

CONSORTIUM MEMBER is an independent contractor under this Agreement. In providing services under this Agreement, neither CONSORTIUM MEMBER nor its agents shall act as officers, employees, or agents of PARTICIPATING JURISDICTION. CONSORTIUM MEMBER shall not have the right to bind PARTICIPATING JURISDICTION to any obligation not expressly undertaken by PARTICIPATING JURISDICTION under this Agreement.

10.7 THIRD PARTY BENEFICIARIES

Neither CONSORTIUM MEMBER nor PARTICIPATING JURISDICTION intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

10.8 ASSIGNMENT AND PERFORMANCE

Except for subcontracting approved in writing by PARTICIPATING JURISDICTION at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by CONSORTIUM MEMBER without the prior written consent of PARTICIPATING JURISDICTION. If CONSORTIUM MEMBER violates this provision, PARTICIPATING JURISDICTION shall have the right to immediately terminate this Agreement. CONSORTIUM MEMBER represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. CONSORTIUM MEMBER agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

10.9 CONFLICT OF INTEREST

CONSORTIUM MEMBER shall comply with the requirements set forth in 24 CFR Part 92.356 relating to the Conflict of Interest provisions. Any possible conflicting interest on the part of

CONSORTIUM MEMBER, its officers, employees, or agents, shall be disclosed in writing to the Division.

10.10 CONFLICTS

Neither CONSORTIUM MEMBER nor its employees shall knowingly have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSORTIUM MEMBER's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of CONSORTIUM MEMBER's officers or employees shall, during the term of this Agreement, serve as an expert witness against PARTICIPATING JURISDICTION in any legal or administrative proceeding in which he, she, or CONSORTIUM MEMBER is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of PARTICIPATING JURISDICTION in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONSORTIUM MEMBER or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. CONSORTIUM MEMBER shall not be in violation of this paragraph unless it has actual knowledge of such conduct of its officers or employees.

In the event CONSORTIUM MEMBER is permitted pursuant to this Agreement to utilize Subcontractors to perform any services required by this Agreement, CONSORTIUM MEMBER shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONSORTIUM MEMBER.

10.11 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. PARTICIPATING JURISDICTION's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.12 COMPLIANCE WITH LAWS

CONSORTIUM MEMBER shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

10.13 SEVERABILITY

In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

10.14 JOINT PREPARATION

This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

10.15 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

10.16 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 10 of this Agreement, the provisions contained in Articles 1 through 10 shall prevail and be given effect. In the event there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to any services performed under this Agreement, the more stringent state or federal provision shall prevail.

10.17 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CONSORTIUM MEMBER or others delegated authority to or otherwise authorized to execute same on their behalf. The Participating Jurisdiction Administrator shall be authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project consists of eligible activities for the type of Project under 24 CFR Part 92. The Division Manager shall be authorized to approve, in writing, line item budget changes to the information set forth in Exhibit "A," Costs/Budget for Project, during the term of this Agreement and for sixty (60) days after expiration or earlier termination of this Agreement in order to reconcile CONSORTIUM MEMBER's expenditures of HOME Funds, provided such changes do not result

in an increase in the HOME Funds set forth in Section 4.1 of this Agreement, and Exhibit "A." The written document from the Division Manager approving such changes shall be deemed incorporated into this Agreement.

10.18 PRIOR AGREEMENTS

This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

10.19 INCORPORATION BY REFERENCE

Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits "A" - "D" are incorporated into and made a part of this Agreement. The Rules and Regulations of HUD and any other HUD regulations addressed in this Agreement which are not specifically identified in the definition contained in Section 1.16 shall be incorporated herein by reference.

10.20 SURVIVAL

Either party's right to monitor, evaluate, enforce, audit and review, any obligations to indemnify and insure, any assurances and certifications, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

10.21 FURTHER ASSURANCE

The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents, and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

10.22 TIME IS OF THE ESSENCE

Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

10.23 SPECIFIC PERFORMANCE

In addition to all other remedies, CONSORTIUM MEMBER's obligations contained herein shall be subject to the remedy of specific performance by appropriate action commenced in a court of competent jurisdiction.

10.24 FORCE MAJEURE

If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

10.25 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

10.26 DESIGNATED REPRESENTATIVE

CONSORTIUM MEMBER's Designated Representative under this Agreement is the Consortium Member Manager.

10.27 E-VERIFY

Effective January 1, 2021, as required by Section 448.095(2)(a), Florida Statutes, CONSORTIUM MEMBER and any subcontractors shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. PARTICIPATING JURISDICTION, CONSORTIUM MEMBERS, and any subcontractors may not enter into a contract unless each party uses the E-Verify System. CONSORTIUM MEMBER shall provide documentation of its compliance with this requirement upon request by PARTICIPATING JURISDICTION.

If CONSORTIUM MEMBER enters into a contract with a subcontractor, the subcontractor must provide CONSORTIUM MEMBER with an affidavit stating the

subcontractor does not employee, contract with or subcontract with an unauthorized alien. CONSORTIUM MEMBER shall maintain a copy of the affidavit during the terms of this Agreement.

PARTICIPATING JURISDICTION will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act (“INA”). PARTICIPATING JURISDICTION shall consider the employment by CONSORTIUM MEMBER of unauthorized aliens a violation of 8 Section U.S.C. 1324(a)(3) [Section 274(e) of the INA]. CONSORTIUM MEMBERS agrees that violation by CONSORTIUM MEMBER shall be grounds for unilateral termination of this Agreement by PARTICIPATING JURISDICTION.

[The remainder of the page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement, each through a duly authorized representative, effective on the Effective Date.

Participating Jurisdiction

By: _____

Name/Title: _____

Date: _____

ATTEST:

**APPROVED AS TO
FORM AND CORRECTNESS:**

By: _____
Clerk

By: _____
ATTORNEY

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY



Office of Management and Budget - Supplemental Memo Attachments

Item #3 – PERMISSION TO ACCEPT THE E911 STATE GRANT FOR GIS DATA SUPPORT

DOCUMENTS REQUIRING ACTION:

- Grant Contract
- Grant Agreement
- Budget Resolution

Martin County, FL

Quote for GIS Services



2021 February 12

911 Datamaster, Inc.

Copyright 2020. All rights reserved.

Confidential & Proprietary Information.

Table of Contents

1	Project Background.....	1
2	NG9-1-1 GIS Data Solution Overview.....	2
3	Project Details	3
3.1	Road Centerline (RCL) Remediation.....	3
3.2	Deliverables	3
3.3	Methodology	3
3.4	Assumptions	3
	Data Management Disclaimer	6
	Preliminary GIS Data Assessment	7

1 Project Background

Geographic Information System (GIS) data is 'the' critical element for any successful deployment and operation of a NG9-1-1 geospatial routing solution that relies upon using a Location Validation Function (LVF) and Emergency Call Routing Function (ECRF). However, before GIS data can be used in this live geospatial call-routing environment, it is vital that it is evaluated by dependable quality assurance (QA) / quality control (QC) processes to verify its completeness and accuracy and that each graphical feature has sound geometry and attribution to conform to the many format and quality requirements. Additionally, the data must also be reconciled with the Automatic Location Identification (ALI) / Master Street Address Guide (MSAG) to make sure all appropriate address points (APs) and road centerlines (RCLs) are present and correctly represented. Unless this work is performed regularly and consistently, inaccurate or incomplete spatial data can result in incorrect call routing.

Martin County, FL has requested **911DM** provide a quote for GIS Data Remediation on Road Centerlines (RCLs) to prepare their data for use in the NG9-1-1 environment.

2 NG9-1-1 GIS Data Solution Overview

The preliminary analysis that follows provides a high-level view of existing data conditions that require closer examination, validation and potential remediation.

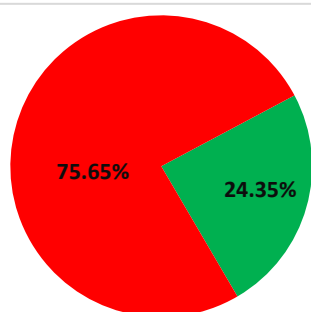


RCL Geometry and Attribution

While not as precise as address points, Road Centerlines (RCLs) are a basic layer for use in determining an address location when an AP is not available in a GIS database. The following validation checks have been performed for the RCL data provided, with regards to the RCLs themselves as well as when compared to the Address Point (AP) and Polygon layers.

Feature Count	Validation Type	# of Features with Potential Errors	% of Features with Potential Errors
8,200	500 - Empty (Null) Geometry	0	0.00%
	501 - Geometry Overlap	4	0.05%
	502 - Address Range Gap	0	0.00%
	503 - Address Range Overlap	663	8.09%
	504 - Address Range Zero	1864	22.73%
	505 - Cutback Angle	1	0.01%
	506 - Not In Polygon	144	1.76%
	507 - Low vs. High Range	20	0.24%
	508 - Parity Inconsistency	71	0.87%
	509 - Polygon Boundary Split	145	1.77%
	510 - RCL Disconnect	106	1.29%
	511 - RCL Intersection Split	169	2.06%
	512 - RCL Pointing In Wrong Direction	629	7.67%
	513 - RCL to Polygon Attribute Mismatch	48	0.59%
	514 - RCL to RCL Attribute Mismatch	3	0.04%
	515 - Short Segment	1	0.01%
	516 - Address Range Out Of Sequence	3813	46.50%
	517 - No USPS Standard Abbreviation Match	200	2.44%
	518 - Duplicate Address Attributes	90	1.10%
	519 - Multipart Geometry	1	0.01%
	520 - True Curve Geometry	0	0.00%
	599 - Required Field Values Missing	56	0.68%
1,997	Features with No Potential Errors (24.35%)		

SUMMARY OF RESULTS



- Features without Potential Errors
- Features with Potential Errors

3 Project Details

3.1 Road Centerline (RCL) Remediation

1. RCLs represent geographic rights-of-way and hold extensive attribute data. Incorrect geometry or attribution of RCL data can return erroneous results that might delay call routing or even cause misrouted calls. 911DM's extensive validation process reviews existing RCL data to identify and adjust potential errors that can negatively impact call routing.

3.2 Deliverables

1. Adjusted RCL GIS layers in Esri 'File' Geodatabase format will be provided. These adjustments will be made by one or more **911DM** analysts that will be either be given remote access to MARTIN COUNTY's Esri environment or allowed to work remotely on subsets of MARTIN COUNTY data.
2. A consultation discussion to review findings with MARTIN COUNTY and 'next step' GIS recommendations will be offered by **911DM** after this phase of the project. It is the responsibility of MARTIN COUNTY to review and accept all **911DM** delivered data, including associated 'adjustments', on a regular basis as increments of work are completed.

3.3 Methodology

1. MARTIN COUNTY will provide **911DM** with a copy of GIS layers in Esri 'File' Geodatabase.
2. **911DM** will remotely perform analysis and corrective action.
3. MARTIN COUNTY will be available by telephone and email for ongoing consultation to support **911DM's** corrective actions.
4. **911DM** will deliver the corrected layers to MARTIN COUNTY along with support on how to re-introduce them back into MARTIN COUNTY's Esri environment and review features requiring local knowledge.
5. MARTIN COUNTY's signature on the project acceptance sign-off form acknowledging receipt of all deliverables shall mark the end of this project.

3.4 Assumptions

- **911DM** will have direct access to MARTIN COUNTY subject matter experts (SMEs) to discuss specifics with regards to schemas, data contents, local GIS practices, and so on.
- MARTIN COUNTY will respond to all requests for clarification of data structure, data content, and data desired end state within two business days of any such requests from **911DM**. MARTIN COUNTY will provide a listing of MARTIN COUNTY employees involved in the process.
- **911DM** will not perform any field verifications but will make **MARTIN COUNTY** aware of issues that may require field verification.
- Potential errors requiring local knowledge and / or field verification will be noted as Pending errors to be reviewed and resolved by **MARTIN COUNTY** later. Pending errors will not hold up the conclusion of this GIS project but may delay the beginning of a subsequent phase that is dependent on these data adjustments.
- **911DM** may use third-party data (for example, county boundaries or aerial imagery) to assist with data adjustments. **911DM** will consult with MARTIN COUNTY over preferred sources for such third-party data. Any incremental cost for third-party data will be billed to **MARTIN COUNTY**.

- **911DM** will adjust RCLs to eliminate the potential errors (either by adjustment or by marking them as pending for staff to assist with local knowledge) if other dependent data does not change. For example, if ESZ polygons are adjusted after we complete work on RCLs, we will not perform revalidation or further adjustments without an amendment to this agreement.
- **MARTIN COUNTY** will provide coordination with any city or other political entity that self-manages their GIS data. MARTIN COUNTY will be the conduit for any adjustments that **911DM** performs.
- **MARTIN COUNTY** will provide definitive information with regards to PSAP, ESZ and responder boundaries.

Thank you for giving us the opportunity to provide this quote. This quote is valid for 90 days. To execute this agreement contingent on availability of funds. Please sign and date below. Return a copy via fax or email to:

Jim Shepard
Email jims@911Datamaster.com
Phone 512.656.7713
Fax: 913-469-6401

This quote becomes contractual upon execution and signing by both.

Agreed by MARTIN COUNTY by:

Agreed by 911 Datamaster by:

Name

Name

Title

Title

Date

Date

Customer agrees to the terms of this paragraph when signing where indicated above.

NOTE: 911 Datamaster, Inc. provides no guarantee as to the required completeness, correctness and timeliness of the data it adjusts and provides back to the Data Provider. Data Provider, therefore, accepts all liability for any and all errors in data received from 911 Datamaster. Accordingly, Data Provider hereby irrevocably releases and holds harmless 911 Datamaster Inc., and waives any and all present or future claims, damages, losses, expenses, liabilities and causes of action arising from the development, implementation or use of any data adjusted by 911 Datamaster and provided back to them.

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

Data Management Disclaimer

MARTIN COUNTY 9-1-1 ("Customer") acknowledges that it has requested that 911 Datamaster, Inc. ("Datamaster") perform modifications and management of 9-1-1 related data, namely Customer records / Master Street Address Guide and GIS data. The modifications will be based on specific guidance from Customer.

Customer further acknowledges that the decision was made solely by Customer for its own business purposes and that utilization of modified data implies and obligates Customer to perform a review of affected data upon completion.

Customer, therefore, accepts all liability for the modification and management of data. Accordingly, Customer hereby irrevocably releases and holds harmless Datamaster, and waives any and all present or future claims, damages, losses, expenses, liabilities and causes of action arising from the modification and management of 9-1-1 data.

Customer agrees to the terms of this paragraph by submitting modification requests and utilizing the data as modified by Datamaster. Nothing in this Disclaimer warrants the actions conducted on the Customer's data nor does it guarantee any minimum level of throughput for requested changes.

Signature

Title

Date

Preliminary GIS Data Assessment



GIS Data Assessment prepared for **MARTIN COUNTY, FL**

**A Confidential / Proprietary Document
February 02, 2021**

NOTE: 911 Datamaster makes no claim as to the results of any analysis, using data provisioned by the data provider, regarding its completeness, correctness or timeliness. All analysis results indicating 'potential' data issues should be considered as recommendations for the data provider to review and make corrections where appropriate. Data provider, therefore, accepts all liability for the potential errors indicated in their submitted data. Accordingly, data provider hereby irrevocably releases and holds harmless 911 Datamaster, and waives any and all present or future claims, damages, losses, expenses, liabilities and causes of action arising from the development, implementation or use of any data submitted for analysis or the results provided to them.

NG 9-1-1 Routability Metrics

Address Points (AP) are a precise way of reflecting a single 9-1-1 address location in a GIS database. The following validation checks have been performed for the AP data provided, with regards to the APs themselves as well as when compared to the Polygon layers.

1. APs with Empty (Null) Geometry
2. APs Not Covered by Polygons
3. APs in Multiple Polygons
4. AP Required Field Values Missing
5. AP Attribute Has No USPS Standard Abbreviation Match

While not as precise as address points, Road Centerlines (RCLs) are a basic layer for use in determining an address location when an address point for a location lookup is not available in a GIS database. The following validation checks have been performed for the RCL data provided, with regards to the RCLs themselves as well as when compared to the Polygon layers.

6. RCLs with Empty (Null) Geometry
7. RCLs Not Covered by Polygon
8. RCL Required Field Values Missing
9. RCL Attribute Has No USPS Standard Abbreviation Match
10. RCL Address Range '0'
11. RCL Address Range Overlap

PSAP, ESZ and or Law/Fire/EMS polygons provide required information that is needed for use in determining a PSAP to route a call to as well the emergency responders for that locations. The following validation checks have been performed for each Polygon data layer provided.

12. Polygons with Empty (Null) Geometry
13. Polygons with Geometry Gaps
14. Polygons with Geometry Overlaps
15. Required Field Values Missing

Routability Report Card

GRADES BY FEATURE CLASS

- A** No Critical Issues found in AP, RCL, PSAP, ESN, Fire, Law, or EMS features
- B** Less than 10% of AP or RCL features have Critical Issues
- C** 10% or more of AP or RCL features have Critical Issues

OR

PSAP, ESN, Fire, Law and/or EMS features provide required information that is needed for use in determining a PSAP to route a call to as well as the emergency responders for that location. Any Critical issues found in these layers must be addressed prior to using data for call routing in ECRF.

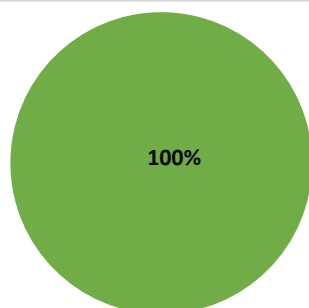
ROUTABILITY RESULTS		
Layer Type	% Features with Errors	Current Critical Issues
AP	0.17%	<ul style="list-style-type: none"> - Not in Polygon - No USPS Standard Abbreviation Match - Required Field Values Missing
EMS	0.00%	
Fire	0.00%	
Law	0.00%	
PSAP	0.00%	
RCL	33.85%	<ul style="list-style-type: none"> - Address Range Overlap - Address Range Zero - Not in Polygon - No USPS Standard Abbreviation Match - Required Field Values Missing



Polygon Geometry and Attribution: PSAP Layer

Feature Count	Validation Type	# of Features with Potential Errors	% of Features with Potential Errors
2	600 - Empty (Null) Geometry	0	0.00%
	601 - Geometry Overlap	0	0.00%
	602 - Geometry Gap	0	0.00%
	603 - No Coincident Vertices	0	0.00%
	699 - Required Field Values Missing	0	0.00%
2 Features with No Errors (100%)			

SUMMARY OF RESULTS



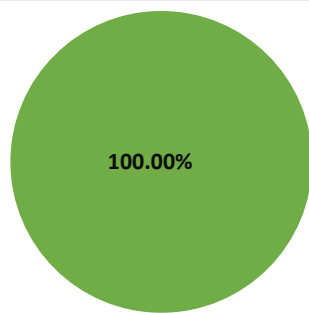
- Features without Potential Errors
- Features with Potential Errors

SpatialStation® Polygon Geometry and Attribution: Provisioning

Boundary Layer

Feature Count	Validation Type	# of Features with Potential Errors	% of Features with Potential Errors
1	600 - Empty (Null) Geometry	0	0.00%
	601 - Geometry Overlap	0	0.00%
	602 - Geometry Gap	0	0.00%
	603 - No Coincident Vertices	0	0.00%
	699 - Required Field Values Missing	0	0.00%
1 Features with No Errors (100.00%)			

SUMMARY OF RESULTS



- Features without Potential Errors
- Features with Potential Errors



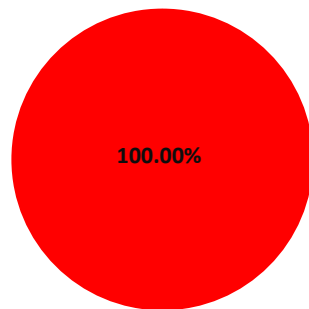
Polygon Geometry and Attribution:

Muni

Boundary Layer

Feature Count	Validation Type	# of Features with Potential Errors	% of Features with Potential Errors
6	600 - Empty (Null) Geometry	0	0.00%
	601 - Geometry Overlap	6	100.00%
	602 - Geometry Gap	6	100.00%
	603 - No Coincident Vertices	6	100.00%
	699 - Required Field Values Missing	0	0.00%
0 Features with No Errors (0.00%)			

SUMMARY OF RESULTS



■ Features without Potential Errors

■ Features with Potential Errors



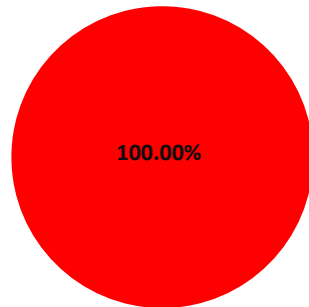
Polygon Geometry and Attribution:

MSAGComm

Boundary Layer

Feature Count	Validation Type	# of Features with Potential Errors	% of Features with Potential Errors
16	600 - Empty (Null) Geometry	0	0.00%
	601 - Geometry Overlap	0	0.00%
	602 - Geometry Gap	0	0.00%
	603 - No Coincident Vertices	1	6.25%
	699 - Required Field Values Missing	16	100.00%
0 Features with No Errors (0.00%)			

SUMMARY OF RESULTS



- Features without Potential Errors
- Features with Potential Errors

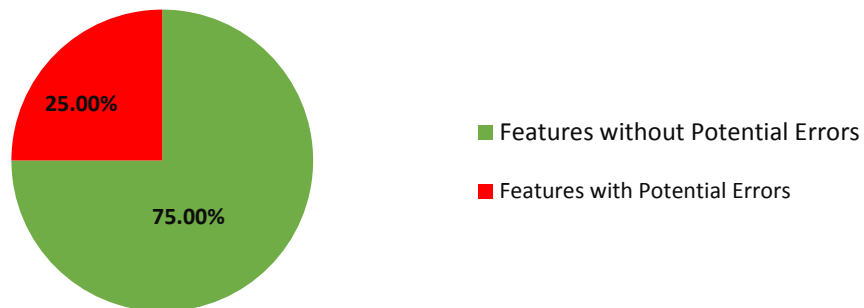


Polygon Geometry and Attribution: LawORI

Boundary Layer

Feature Count	Validation Type	# of Features with Potential Errors	% of Features with Potential Errors
4	600 - Empty (Null) Geometry	0	0.00%
	601 - Geometry Overlap	0	0.00%
	602 - Geometry Gap	0	0.00%
	603 - No Coincident Vertices	1	25.00%
	699 - Required Field Values Missing	0	0.00%
3 Features with No Errors (75%)			

SUMMARY OF RESULTS



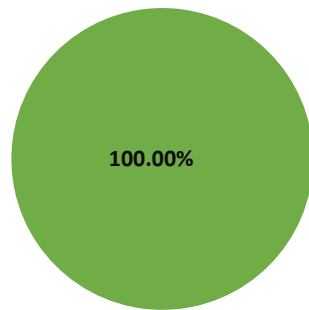


Polygon Geometry and Attribution:

Fire Boundary Layer

Feature Count	Validation Type	# of Features with Potential Errors	% of Features with Potential Errors
2	600 - Empty (Null) Geometry	0	0.00%
	601 - Geometry Overlap	0	0.00%
	602 - Geometry Gap	0	0.00%
	603 - No Coincident Vertices	0	0.00%
	699 - Required Field Values Missing	0	0.00%
2 Features with No Errors (100.00%)			

SUMMARY OF RESULTS



■ Features without Potential Errors

■ Features with Potential Errors

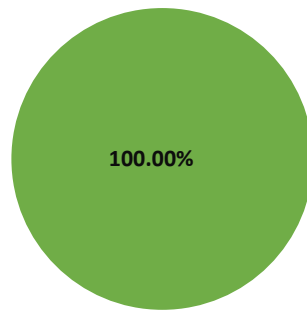


Polygon Geometry and Attribution:

EMS Boundary Layer

Feature Count	Validation Type	# of Features with Potential Errors	% of Features with Potential Errors
2	600 - Empty (Null) Geometry	0	0.00%
	601 - Geometry Overlap	0	0.00%
	602 - Geometry Gap	0	0.00%
	603 - No Coincident Vertices	0	0.00%
	699 - Required Field Values Missing	0	0.00%
2 Features with No Errors (100.00%)			

SUMMARY OF RESULTS



■ Features without Potential Errors

■ Features with Potential Errors

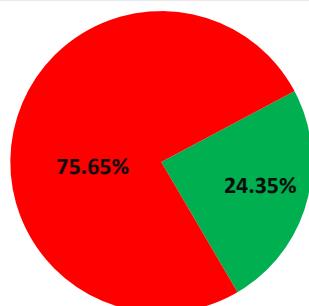


RCL Geometry and Attribution

While not as precise as address points, Road Centerlines (RCLs) are a basic layer for use in determining an address location when an address point is not available in a GIS database. The following validation checks have been performed for the RCL data provided, with regards to the RCLs themselves as well as when compared to the Address Point (AP) and Polygon layers. Three major categories of analyses are typically performed on RCL data: Geometry Analysis, Attribution Analysis and Tabular Database Comparison Analysis. Below are the results of the Geometry and Attribution analyses.

Feature Count	Validation Type	# of Features with Potential Errors	% of Features with Potential Errors
8,200	500 - Empty (Null) Geometry	0	0.00%
	501 - Geometry Overlap	4	0.05%
	502 - Address Range Gap	0	0.00%
	503 - Address Range Overlap	663	8.09%
	504 - Address Range Zero	1864	22.73%
	505 - Cutback Angle	1	0.01%
	506 - Not In Polygon	144	1.76%
	507 - Low vs. High Range	20	0.24%
	508 - Parity Inconsistency	71	0.87%
	509 - Polygon Boundary Split	145	1.77%
	510 - RCL Disconnect	106	1.29%
	511 - RCL Intersection Split	169	2.06%
	512 - RCL Pointing In Wrong Direction	629	7.67%
	513 - RCL to Polygon Attribute Mismatch	48	0.59%
	514 - RCL to RCL Attribute Mismatch	3	0.04%
	515 - Short Segment	1	0.01%
	516 - Address Range Out Of Sequence	3813	46.50%
	517 - No USPS Standard Abbreviation Match	200	2.44%
	518 - Duplicate Address Attributes	90	1.10%
	519 - Multipart Geometry	1	0.01%
	520 - True Curve Geometry	0	0.00%
	599 - Required Field Values Missing	56	0.68%
1,997	Features with No Potential Errors (24.35%)		

SUMMARY OF RESULTS



- Features without Potential Errors
- Features with Potential Errors

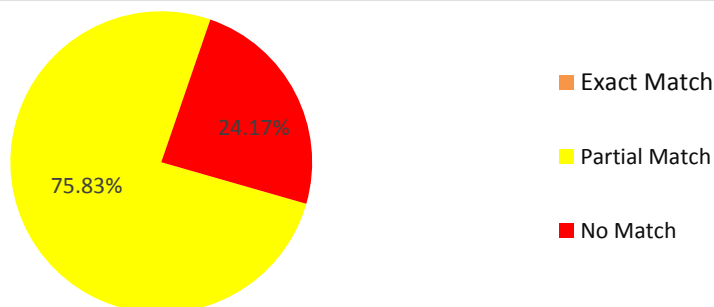
MSAG to RCL Comparison

The MSAG to RCL comparison checks highlight any inconsistencies between the street names and ranges present in the MSAG and those in the GIS RCLs. This analysis identifies how many one or more partial matches exist between MSAG records and RCLs. Those fields **highlighted** in the list below are required in the GIS data for partial match detection. RCL records that do not contain the required values will not be considered for partial matches and identified as no match.

1. Low Range (lowest address number)
2. High Range (highest address number)
3. Prefix Directional
4. **Street Name**
5. Street Type
6. Post Directional
7. OEB (Odd, Even, or Both addressing)
8. **Community Name**
9. **County Code**
10. **State**
11. ESN #

Feature Count	Comparison Type	Occurrence Count	Occurrence %
8,200		3,219	
	5020 – MSAG to Contiguous RCL - Exact Matches	0	0.00%
	5021 – MSAG to Contiguous RCL - Partial Matches	2,441	75.83%
	5022 -- MSAG to Contiguous RCL - No Matches	778	24.17%

SUMMARY OF RESULTS



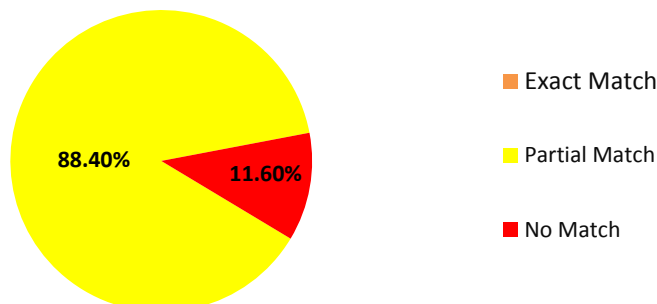
RCL to MSAG Comparison

The RCL to MSAG comparison checks identify those RCLs not represented in the MSAG. This analysis identifies how many one or more partial matches exist between MSAG records and RCLs. Those fields **highlighted** in the list below are required in the GIS data for partial match detection. RCL records that do not contain the required values will not be considered for partial matches and identified as no match.

1. Low Range (lowest address number)
2. High Range (highest address number)
3. Prefix Directional
4. **Street Name**
5. Street Type
6. Post Directional
7. OEB (Odd, Even, or Both addressing)
8. **Community Name**
9. **County Code**
10. **State**
11. ESN #

Feature Count	Comparison Type	Occurrence Count	Occurrence %
8,200		9,587	
	5010 - Contiguous RCL to MSAG - Exact Matches	0	0.00%
	5011 - Contiguous RCL to MSAG - Partial Matches	8,475	88.40%
	5012 - Contiguous RCL to MSAG - No Matches	1,112	11.60%

SUMMARY OF RESULTS

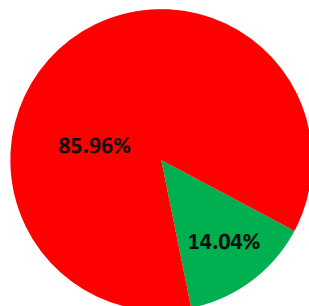


AP Geometry and Attribution

Address Points (AP) are a precise way of reflecting a single 9-1-1 address location in a GIS database. The following validation checks have been performed for the AP data provided, with regards to the APs themselves as well as when compared to the Road Center Line (RCL) and Polygon layers. Three major categories of analyses are typically performed on AP data: Geometry Analysis, Attribution Analysis and Tabular Database Comparison Analysis. Below are the results of the Geometry and Attribution analyses.

Feature Count	Validation Type	# of Features with Potential Errors	% of Features with Potential Errors
88,917	400 - Empty (Null) Geometry	0	0.00%
	401 - Geometry Overlap	18439	20.74%
	402 - AP Out of Sequence	6564	7.38%
	403 - AP to Polygon Attribute Mismatch	241	0.27%
	404 - AP to RCL Attribute Mismatch	31138	35.02%
	405 - Coincident with RCL	25	0.03%
	406 - Not In Polygon	3	0.00%
	407 - In Multiple Polygons	0	0.00%
	408 - Parity Mismatch	40838	45.93%
	409 - No USPS Standard Abbreviation Match	22	0.02%
	410 - Duplicate Address Attributes	451	0.51%
	499 - Required Field Values Missing	124	0.14%
12,485	Features with No Potential Errors (14.04%)		

SUMMARY OF RESULTS



- Features without Potential Errors
- Features with Potential Errors

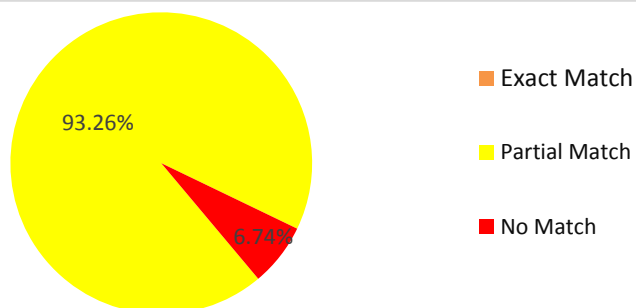
ALI to AP Comparison

Ideally every unique ALI address will have an AP address that can be used for locating an emergency call. The unique ALI address to AP address comparison checks identify any inconsistencies between the addresses present in the ALI and those in the GIS APs. This comparison specifically identifies how many exact, partial, or no matches exist between ALI database records and APs. The following AP attributes are used for this partial match process. Those fields **highlighted** in the list below are required in the GIS data for partial match detection. AP records that do not contain the required values will not be considered for partial matches and identified as no match.

1. **House #**
2. House # Suffix
3. Prefix Directional
4. **Street Name**
5. Street Suffix
6. Post Directional
7. **Community Name**
8. **County Code**
9. **State**
10. ESN #

Feature Count	Comparison Type	Occurrence Count	Occurrence %
88,917		12,777	
	4001 - ALI Unique Address to AP Address - Exact Matches	0	0.00%
	4002 - ALI Unique Address to AP Address - Partial Matches	11,916	93.26%
	4003 - ALI Unique Address to AP Address - No Matches	861	6.74%

SUMMARY OF RESULTS



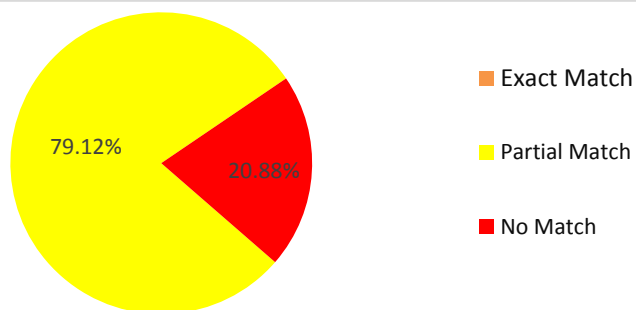
ALI to RCL Comparison

Ideally every unique ALI address will have an RCL address range that can be used for locating an emergency call. The unique ALI address to RCL comparison checks identify any inconsistencies between the addresses present in the ALI and the address ranges in the GIS RCLs. This comparison specifically identifies how many exact, partial, or no matches exist between ALI database records and RCLs. Those fields **highlighted** in the list below are required in the GIS data for partial match detection. RCL records that do not contain the required values will not be considered for partial matches and identified as no match.

1. House # range for left and right sides (both high and low)
2. House # Suffix
3. Prefix Directional
4. Street Name
5. Street Suffix
6. Post Directional
7. Community Name
8. County Code
9. State
10. ESN #

Feature Count	Comparison Type	Occurrence Count	Occurrence %
88,917		12,777	
	4101 - ALI Unique Address to RCL - Exact Matches	0	0.00%
	4102 - ALI Unique Address to RCL - Partial Matches	10,109	79.12%
	4103 - ALI Unique Address to RCL - No Matches	2,668	20.88%

SUMMARY OF RESULTS



Appendix A - Terms, Acronyms

Term	Definition
ALI	Automatic Location Information
AP	Address Point
ECRF	Emergency Call Routing Function
ESN	Emergency Service Number
ESZ	Emergency Service Zone
GIS	Geographic Information System
GIS Data Element	Refers to a single 'point', 'line' or 'polygon' feature in the GIS data
High	Common 9-1-1 reference to the highest numerical value of an address range.
Low	Common 9-1-1 reference to the lowest numerical value of an address range.
LVF	Location Validation Function
MSAG	Master Street Address Guide
PC	Personal Computer
RCL	Road Centerline
SPS	SpatialStation

Appendix B – Analysis Examples

AP Geometry Analysis

APs with Empty (Null) Geometry — Code 400

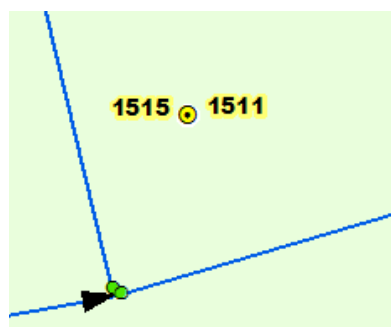
Null geometry can be created unintentionally by users or software. Null geometry essentially means a tabular record is represented in a map database without a graphic representation.

Impact: Records that lack geometry cannot be shown on a map or used for geocoding.

AP Geometry Overlap — Code 401

Address points that are on top of one another, or that are too tightly grouped together, are identified for review. Perfectly coincident APs, when on top of each other for example, could have been caused inadvertently in the process of digitizing them.

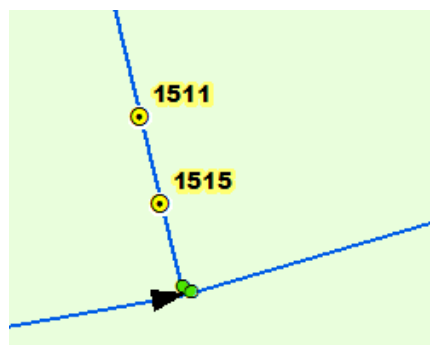
Impact: The stacking of APs can lead to incorrect automated call routing due to poor proximity of points to the actual locations of the structures they represent.



APs Coincident with RCLs — Code 405

APs represent a set of conditions that are found on one or the other side of an RCL. They typically should not coincide with the RCL.

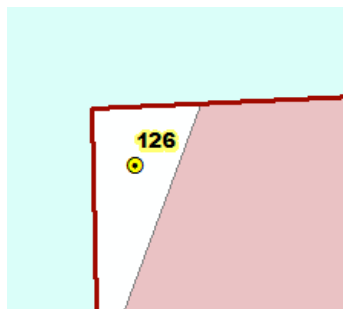
Impact: APs coincident with RCLs could lead to incorrect automated call routing due to poor proximity of points to the actual locations of the structures they represent.



APs Not Covered by Polygons — Code 406

Every AP should be contained within one and only one polygon per configured feature class. Gaps or overlaps in the polygon layer create places where AP to Polygon errors can occur.

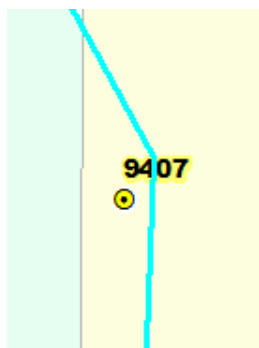
Impact: APs that do not fall within a polygon cannot be used for automated call routing because the process of point-in-polygon determination cannot be completed.



APs in Multiple Polygons — Code 407

APs have a single attribute per polygon that describes its location. This error situation usually indicates that polygons in a feature class are overlapping in error.

Impact: A point cannot be in two places at one time, i.e. two counties at once or two ESZs at once, thus this problem can impact the automated call routing process.

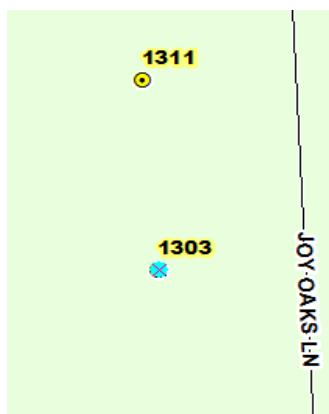


AP Attribution Analysis

AP Out of Sequence — Code 402

This condition occurs when an AP's address number is greater than both its neighboring APs' address numbers, is less than both of its neighboring APs' address numbers or is otherwise not consistent in numbering with its neighbors. This indication that the address number does not follow the expected numerical sequence helps identify problems where an incorrect address may be entered.

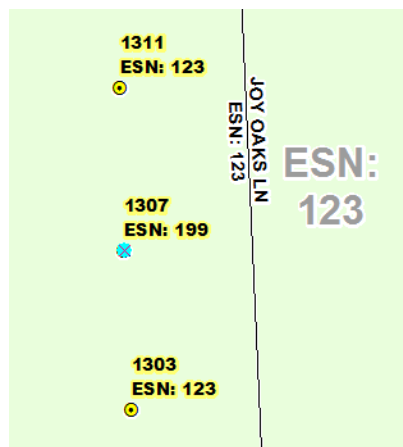
Impact: If a point is incorrectly located, and the situation not corrected, incorrect location identification can occur such as with a point-in-polygon determination, for automated call routing.



AP to Polygon Attribute Mismatch — Code 403

APs often contain attributes that relate information that originates from another feature class. For example, the Community or ESN attributes of an AP describes which polygon features the AP is within. An error condition exists if the attributes that relate to the polygons do not match the polygon's attributes.

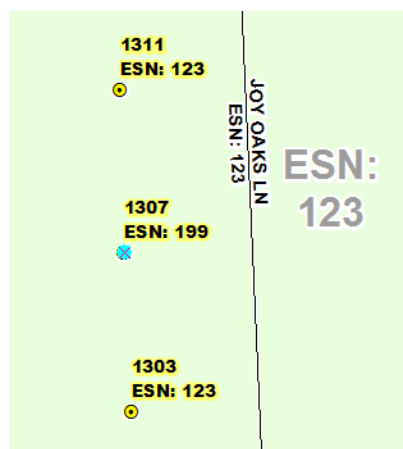
Impact: Not syncing up the attribute data between the APs and polygons can cause a conflict of which attribute is correct, the address point or the polygon attribute.



AP to RCL Attribute Mismatch — Code 404

APs often contain attributes that relate information that originates from another feature class. An AP usually reflects address information associated with the RCL from which it was assigned. When the AP attributes that relate to the RCL do not agree with the attribution of the RCL an error condition exists.

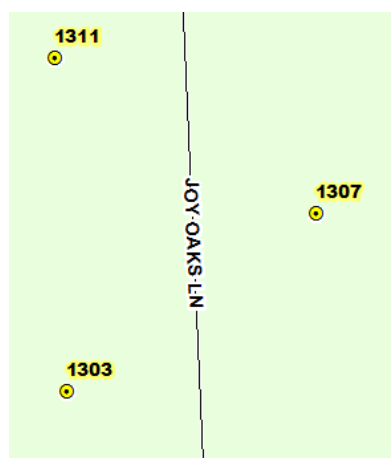
Impact: If the AP is in error and left uncorrected an incorrect attribute could impact the automated call routing process.



AP Parity Mismatch — Code 408

Most addressing systems assign even addresses to one side of a thoroughfare and odd addresses to the other. An even numbered address on the odd side of an RCL usually indicates an error condition. Addressing schemes that do not use parity can be found in communities that use lot numbering schemes for example.

Impact: If the AP location is in error and left uncorrected this problem can impact the automated call routing process. For example, an AP on the wrong side of the road may route incorrectly if it lies within the incorrect PSAP polygon.



AP Attribute Has No USPS Standard Abbreviation Match — Code 409

Identifies a 'Prefix Direction', 'Post Type', or 'Post Direction' abbreviation as not being USPS publication 28 compliant (see Appendix B – References on Postal Standards).

Impact – Non-standard abbreviations can cause problems in NG9-1-1 systems where their values are not recognized. (ex. LVF/ECRF).

AP Has Duplicate Address Attributes — Code 410

Duplicate attribution for two or more APs are present in the same feature class (nulls and zeros are excluded).

Impact - Subaddressing is typically needed to make a more precise determination location and thus avoid feature duplication, which should not be present in an NG9-1-1 system.

Required Field Values Missing — Code 499

A minimum set of attributes needed to accomplish the purpose of the AP feature class is defined. Any feature that does not have complete attribution will be found in error. Note that not all required attributes will have values while others must always contain a value. For example, a directional field may not have a value if none is needed to describe the address, but all APs should have a name field value.

Impact: If critical location information values are missing, such as street name, calls may not geocode properly, or at all.

RCL Geometry Analysis

RCLs with Empty (Null) Geometry — Code 500

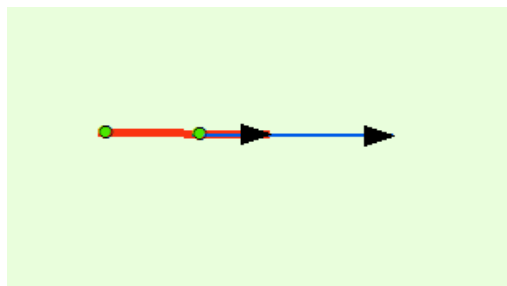
Null geometry can be created unintentionally by users or software. , Null geometry essentially means a tabular record is represented in your map database without a graphic representation.

Impact: Records that lack geometry cannot be shown on a map or used for geocoding.

RCL Geometry Overlap — Code 501

An RCL typically should not physically overlap another except when describing bridges or overpasses. To ensure proper topology development, an RCL should only connect to another RCL at an endpoint.

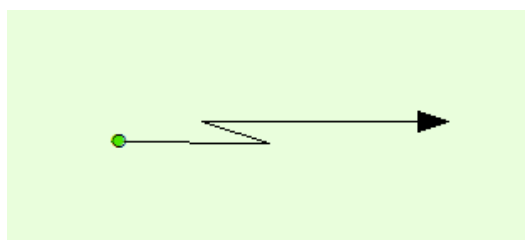
Impact: Overlapping RCLs can reduce spatial accuracy for geocoding purposes as they may be the symptom of RCL segments that are either too long or in the wrong location.



RCL Cutback Angle — Code 505

Cutback angles are computed among the vertices that make up an RCL. If the angle made by vertices in sequence is larger than a threshold, the geometry of the line is suspect. Roadways in the real world have a realistic limit to the sharpness of curves. Geometry that contains angles sharper than the threshold may have been created incorrectly.

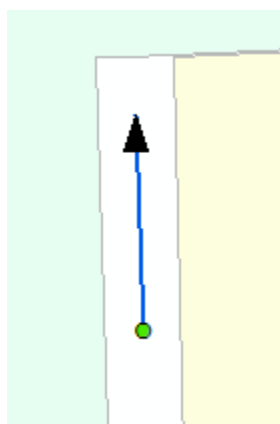
Impact: Additional length to RCLs as well incorrect line direction in these types of errors could create errors in geocoding and subsequent point-in-polygon determinations.



RCLs Not Covered by Polygon — Code 506

Every RCL should be contained within one and only one polygon per configured polygon feature class. Gaps for example in the polygon layer can create places where RCLs are not covered by a polygon and thus an error can occur.

Impact: RCLs that do not fall within a polygon cannot be used for automated call routing because the process of point-in-polygon determination cannot be completed.

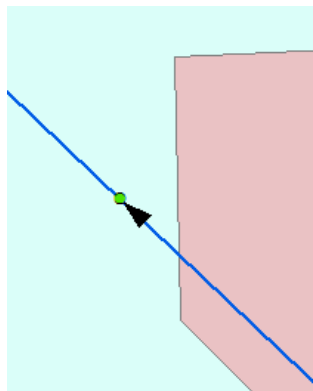


RCLs Not Split at Polygons — Code 509

Polygon features that share related attributes to the RCL are places where RCLs must be segmented to maintain consistent attributes. Where RCLs cross polygons lines, attribution

of the RCLs will need to take in to account the attribution of the polygons within which they lie.

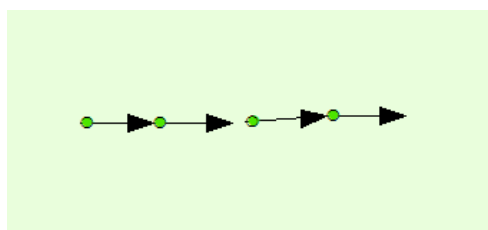
Impact: If an RCL is not completely within a single polygon feature or lies completely along the polygon border, yet has attribution for only one polygon, the attribution of the line may be inconsistent with polygon attribution.



RCL Disconnect — Code 510

To ensure proper topology, an RCL should only connect to another RCL at an endpoint. Connected RCLs should have their endpoints perfectly coincident. Digitizing with incorrect snapping and tolerance settings can create these errors.

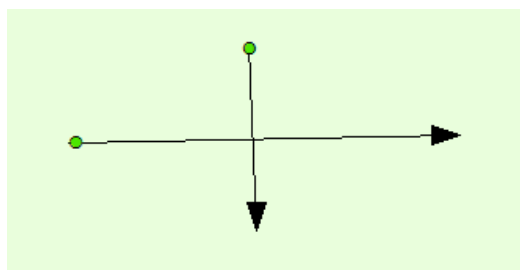
Impact: Improper connectivity between segments can adversely affect some application functionality, such as shortest distance determination along RCLs.



RCLs Not Split at Intersections — Code 511

An RCL should not physically overlap another except when describing bridges or overpasses in some systems. To ensure proper topology, an RCL should only connect to another RCL at an endpoint and be broken at all intersections (unless an overpass or bridge is present).

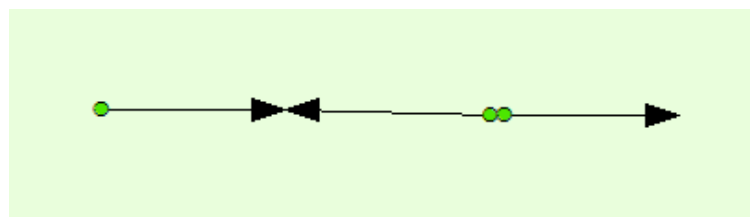
Impact: Roads not broken at intersections can indicate two vertical levels where only one may be present. They can also indicate same level intersections, where there may not be one, when all roads are broken at all intersections. Care must be taken in determining whether roads that intersect should be broken or not when they cross.



RCLs Pointing in Wrong Direction — Code 512

RCL segments that are drafted in a direction inconsistent with contiguous RCL segments are identified. RCLs should 'flow' in the direction of increasing address range attribution.

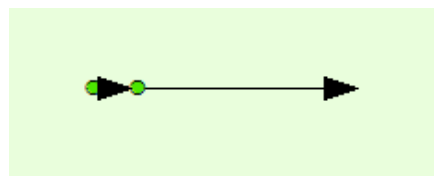
Impact: Incorrect road direction can adversely affect geocoding by executing the process in the wrong direction.



Short Segment — Code 515

RCLs under a certain length may have been created in error and likely do not correctly reflect reality. These should be reviewed and eliminated if unneeded.

Impact: Numerous, unnecessary RCL segments can impact the automated call routing process by potentially extending search/processing time.

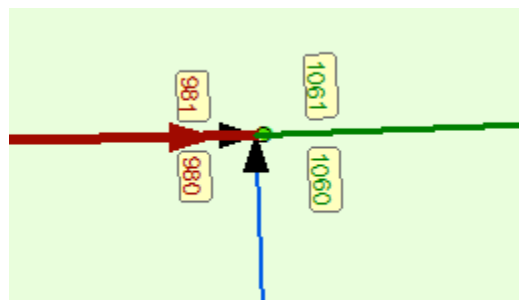


RCL Attribution Analysis

RCL Address Range Gap — Code 502

In addressing systems that use continuous address ranges, any unaccounted for addresses may be an error and should be verified for completeness. An example of a gap is where a line segment's highest address is 980 and the adjoining, continuing segment's lowest address is 1060, leaving addresses between 980 and 1060 unrepresented. Block and range addressing commonly used in developed areas will contain address gaps that are likely not errors.

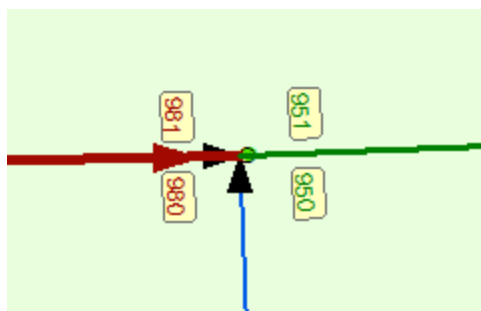
Impact: If the address ranges for an RCL match the actual ranges on the ground then this may actually be considered a problem. In fact, not only is this the preferred representation but improvements in GIS data representation may increase the number of gaps in the RCLs over time.



RCL Address Range Overlap — Code 503

An address should only appear one time in the RCL feature class. Adjoining, contiguous segments are checked to ensure that address ranges do not overlap between them.

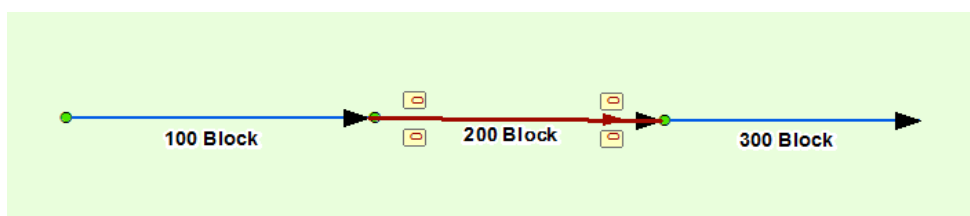
Impact: Incorrect or conflicting information can impact geocoding so that calls may not geocode properly, or at all.



RCL Address Range '0' — Code 504

An address range that has a Lo and Hi attribute value of zero. These are identified as potential errors and should have ranges added to them if available.

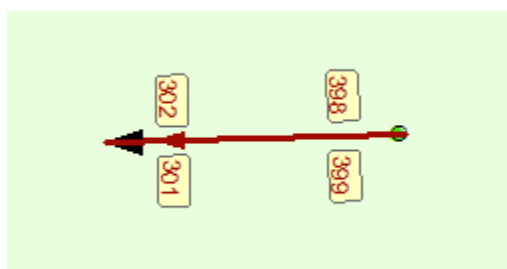
Impact: Address ranges of 0 to 0 cannot be used in the geocoding process, though they may be valid in many cases (such as one side of a road running along a cliff such that no house can be addressed on the cliff side of the road).



RCL Low vs. High range Conflict — Code 507

The high address range left and right should be a greater number than the low address range left and right. Ranges that have the greater number in the low range will lead to geocoding errors since the interpolation will work in reverse, the addresses will appear to decrease in the direction of the line instead of increasing.

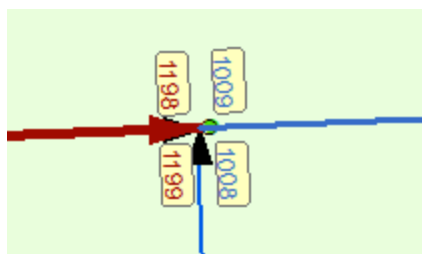
Impact: Ranges that have the greater number in the low range will lead to geocoding errors since the interpolation will work in reverse, the addresses will appear to decrease in the direction of the line instead of increasing.



RCL Parity Inconsistency — Code 508

Most addressing systems assign continuous even addresses to one side of a thoroughfare and continuous odd addresses to the other. An even number address range for one RCL on the odd side of other RCLs may indicate an error condition. Addressing schemes that do not use parity are often found in communities that use lot numbering for their addressing.

Impact: Not identifying the parity could cause a point in polygon placement error routing to the incorrect PSAP.



RCL to Polygon Attribute Mismatch — Code 513

RCLs often contain attributes that relate information that originates from the polygon feature class. When the RCL attributes that are related to the Polygon layer do not agree with the attribution of the Polygons an error condition exists.

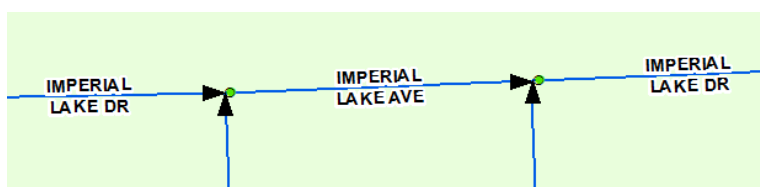
Impact: Not syncing up the attribute data between the RCLs and polygons can cause a conflict of which attribute is correct, the road centerline or the polygon attribute.



RCL to RCL Attribute Mismatch — Code 514

RCLs that represent adjacent, contiguous features are checked for consistent attribution. Related RCLs with mismatching attributes may indicate an error condition.

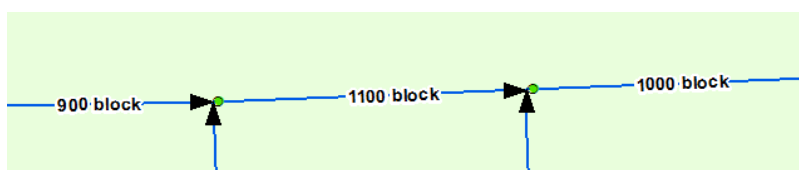
Impact: If an RCL segment is in error and left uncorrected an incorrect attribute could impact the automated call routing process.



RCL Address Range Out Of Sequence — Code 516

RCLs that represent adjacent, contiguous features are checked for consistent address ranging. The error segment has an address range that numerically is not consistent between its contiguous neighbors.

Impact: If an RCL is incorrectly addressed, and the situation not corrected, incorrect location identification can occur, such as with a point-in-polygon determination for automated call routing.



Required Field Values Missing — Code 599

A minimum set of attributes needed to accomplish the purpose of the RCL feature class as defined. Any feature that does not have complete attribution is found in error. Note that not all required attributes will have values, but others must always contain a value. For example, a directional field may not have a value if none is needed but all RCLs should have a name field value.

Impact: If critical location information values are missing, such as street name, calls may not geocode properly, or at all.

RCL Attribute Has No USPS Standard Abbreviation Match — Code 517

Identifies a 'Prefix Direction', 'Post Type', or 'Post Direction' abbreviation as not being USPS publication 28 compliant (see Appendix B – References on Postal Standards).

Impact – Non-standard abbreviations can cause problems in NG9-1-1 systems where their values are not recognized. (ex. LVF/ECRF).

RCL Has Duplicate Address Attributes — Code 518

Duplicate attribution for two or more APs are present in the same feature class (nulls and zeros are excluded).

Impact – Duplicate RCLs should not be present in NG9-1-1 functional elements such as the LVF or ECRF.

Polygon Geometry Analysis

Polygons with Empty (Null) Geometry — Code 600

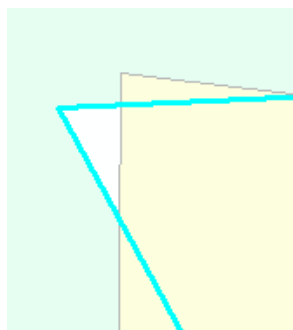
Null geometry can be created unintentionally by users or software. Null geometry essentially means a tabular record is represented in your map database without a graphic representation.

Impact: Records that lack geometry cannot be shown on a map or used for geocoding.

Polygons with Geometry Overlaps — Code 601

ESZ, Community, and most other polygons used in 9-1-1 are geographically exclusive; no space can have more than one value. Overlaps are sources of error and should be eliminated.

Impact: Having more than one polygon cover any geomorphic space will adversely impact point in polygon analysis and subsequent call routing.



Polygons with Geometry Gaps — Code 602

Polygons that have gaps between each other should in a single layer should not be present, unless they represent more than one non-contiguous jurisdiction polygon.

Impact: Unintentional gaps between polygons can lead to the inability of an LVF or ECRF to operate properly when a spatial query falls within a polygon gap.

Polygons with No Coincident Vertices — Code 603

Identifies vertices between adjacent polygons that do not match or are missing between the two.

Impact: Allows the User to develop a tighter association between coincident polygon boundary lines such that a transformation (as when data is reprojected) of two polygons adjacent to each other will generate as few new boundary line gaps/overlaps as possible when this process occurs (ex. changing from State Plane to WGS84).

Required Field Values Missing — Code 699

A minimum set of attributes needed to accomplish the purpose of the polygon feature class is defined. Any feature that does not have complete attribution will be found in error.

Impact: If critical location information values are missing, such as responder information in an ESZ layer, assigning the correct responder to a location may not work. Will not be able to auto populate created features.

Florida Federal NG911 Grant Agreement Summary

Background

In September of 2019, the State of Florida received notification that its Federal Grant Application for an NG911 Grant administered by the National Telecommunications Industry Association and Federal Department of Transportation was approved. This grant award in the amount of \$6,314,348.00, requires the State of Florida and subsequent county and tribal recipients of these funds to comply with certain rules and requirements established by the awarding agencies.

The State of Florida, Department of Management Services is the designated grant manager for this federal grant award. One of the requirements that this grant stipulates includes the necessity of the state to provide 40% matching funds as part of the grant program. The state and the E911 Board have agreed to utilize E911 Trust Fund monies and established state grant awards provided by the E911 Board to meet this matching funds requirement.

Additional terms and conditions required by the federal grant are included in the grant agreement document, which needs to be signed by an authorized official of the sub-recipient (generally a county or tribal organization).

Overview of Grant Requirements

If an E911 Board grant award will be utilized to comply with the Federal Grant (either federal funds or matching state funds), the sub-recipient will receive such notification in the award letter.

The agreement document outlines all necessary components of compliance with the Federal NG911 Grant program, and we have incorporated existing state grant requirements that have been in effect, but, that we have not previously required in a signed agreement with sub-recipients.

It is the Department's intent that these grant agreements not impose any unnecessary obligations on the counties and tribal organizations, rather the agreements will memorialize in writing existing processes and procedures for reimbursement while ensuring compliance with all applicable state and the new Federal NG911 Grant rules and laws.

Since we have a short window for the expenditure of the NG911 Grant program funds, it is important to execute the grant award agreement document as soon as possible. These identified NG911 projects must be completed by March 31, 2022.

If you have any questions regarding the grant agreement, please contact the Florida State E-911 Coordinator, Leon Simmonds, at leon.simmonds@dms.fl.gov or (850) 921-0041.

Next Generation 911 (NG-911) Additional Terms and Conditions for Rural and State Grant Funded by Federal Grant Funding or Deemed State Match Funding
S18-21-05-09

The State of Florida (hereinafter “State”), Department of Management Services (hereinafter “Department” or “DMS”), acting as a pass-through entity, has made this subaward, as defined in 2 CFR §200.92, of Federal Award No. 69N37619300000911FLO. All subrecipients, as defined by 2 CFR §200.93, and all recipients of state funding provided in accordance with federal grant matching requirements (hereinafter both referred to, without distinction, as “Grantee”) must comply with the terms and conditions specified herein, in accordance with 2 CFR §200.332. The terms of this addendum supplement the terms and conditions contained in W Form 1A, Application for the E911 Rural County Grant Program or W Form 3A, Application for the 911 Grant Programs (hereinafter the “Application”), and the Grantee’s award letter.

Subaward Agreement	
Federal Award Identification	
Federal Awarding Agency: Joint grant with U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA), and the U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA)	
Federal Award Date: August 9, 2019	
State Agency/Pass-Through Entity: The Florida Department of Management Services	Sub recipient Name: <i>(name must match name associated with FEIN)</i> Martin County Board of County Commissioners
Federal Award No. (FAIN): 69N37619300000911FLO	Subaward Period of Performance: Begins on May 24, 2021 and continues until March 31, 2022
Federal Award Period of Performance: Start: August 9, 2019 End: March 31, 2022	Amount of Federal Funds Obligated by this Subaward: As specified on Grantees award letter
Amount of Federal Funds Obligated to Grantee by DMS for any purpose, including under this agreement: \$ <input style="width: 150px;" type="text" value="52,398.00"/>	Total Amount of this Federal Award Committed to Grantee by DMS: \$ <input style="width: 150px;" type="text" value="29,700.00"/>
Federal Award Project Description: The Next Generation 911 (NG-911) Advancement Act provides new funding for grants to be used for 1) the implementation and operation of 911 services, Enhanced 911 (E911) services, migration to an IP-enabled emergency network, and adoption and operation of NG911 services and applications; 2) the implementation of IP-enabled emergency services and applications enabled by NG-911 services, including the establishment of IP backbone networks and the application layer software infrastructure needed to interconnect the multitude of emergency response organizations; and 3) training public safety personnel, including call-takers, first responders, and other individuals and organizations who are part of the emergency response chain in 911 services.	
Catalog of Federal Domestic Assistance No.: 20.615	Catalog of Federal Domestic Assistance Title: 911 Grant Program

Grantee receives federal awards directly from a Federal Awarding Agency: <input type="checkbox"/> YES <input type="checkbox"/> No
Grantee has disclosed if it has prior experience with same or similar subawards to DMS: <input type="checkbox"/> YES <input type="checkbox"/> No

1. GENERAL TERMS AND CONDITIONS

By executing this agreement, the Grantee agrees to the following:

- 1.1. The Application, the Grantee’s award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the “Agreement”), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:
 - 1.1.1. this document;
 - 1.1.2. Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
 - 1.1.3. the Grantee’s award letter; and
 - 1.1.4. the Grantee’s submitted Application.
- 1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.
- 1.3. The term of this agreement is coterminous with the subaward period of performance identified in the table above.
- 1.4. The parties shall be governed by all applicable state and federal laws , rules, and regulations, including, but not limited to, the federal 911 Grant Program Notice of Funding Opportunity (NOFO), 2 CFR Part 200, and those identified in the “Applicable Statutes and Regulations” table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statue, rule, or regulation applies.
 - 1.4.1. The Grantee agrees to conduct all procurements in accordance with 2 CFR §200.318 – 200.326.
 - 1.4.2. The Grantee agrees that this Agreement is subject to the Federal Funding Accountability and Transparency Act (FFATA), which may require the Grantee to report to the FFATA Subaward Reporting System (FSRS).
 - 1.4.3. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- 1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee’s award letter, and payment shall only be issued by the Department after acceptance of the Grantee’s performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.
- 1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application and costs consistent with the cost principles identified in 2 CFR Part 200, including Subpart E of such regulations. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the period of performance specified in the table above. In addition to the “Specifically Excluded E911 Expenses,” identified on the Application, ineligible costs that are not reimbursable under this Agreement include, but are not limited to, costs to operate legacy E911 or 911 systems, costs to operate the NG911 system after it is fully operational, activities related to construction, and independent verification and validation testing for product service, and system purchases.

- 1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
- 1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 1.6.3. The Grantee agrees that this Agreement is not for indirect cost rate or research and development.
- 1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.

2. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

3. OBLIGATION TO PAY

The State's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the funding sources set forth in the Federal Award Identification and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

4. MODIFICATION

The terms of the Application are hereby modified as follows:

- 4.1. The following is hereby added to Section 9.3:

The E911 Board will not approve any change requests that do not comply with the federal grant.

- 4.2. The following is hereby added to Section 9.3.2:

Time extensions for awards funded with federal grant money, as identified on the Grantee's award letter, must not exceed the period of performance specified in the table above. If the time extension for an award that is State match, only the funds expended within the period of performance will be considered as state match.

- 4.3. The Scope of Work is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks to integrate GIS Data Support		
Performance Standard	Documentation	Financial Consequences
Complete all work to Integrate GIS Data Support in accordance with the Grantee's contract with its vendor, which is attached as Attachment 2 [note: this Agreement will be amended to attach this contract once obtained by the Grantee].	<ol style="list-style-type: none"> 1) Reimbursement claim in accordance with Section 15, below. 2) The Grantee shall submit copies of: <ol style="list-style-type: none"> a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables. 	<p>If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions:</p> <ol style="list-style-type: none"> 1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 2. Disallow all or part of the cost of the activity or action not in compliance;

		3. Wholly or partly suspend or terminate the current award for the Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available. DMS will provide no reimbursement for any improvement that does not meet the standards established in this award.
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$29,700.00		

5. CONTACTS

In accordance with section 215.971(2), F.S., and 2 CFR §200.332(a)(x),

- 5.1. The Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:
 - 5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
 - 5.1.2. Review all documentation for which the Grantee requests payment; and
 - 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Managers responsible for the administration of this Agreement are:

Leon Simmonds, State 911 Coordinator
4030 Esplanade Way
Tallahassee, FL 32399

Pam Gerard, Federal Program Manager
4030 Esplanade Way Suite 180k
Tallahassee, FL 32399

- 5.2. The Grantee's Agreement Manager is responsible for monitoring performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.

The Grantee's Agreement Manager responsible for the administration of this Agreement is:

The County 911 Coordinator, named in the Application.

5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

6. AUDIT REQUIREMENTS

- 6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
- 6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

7. RECORDS

- 7.1 As required by section 215.97, F.S., and Rule 69I-5.006 Florida Administrative Code (F.A.C), the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other State official.
- 7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required 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/>).
- 7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information

destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>.

7.4 The Grantee's performance under this Agreement shall be subject to the 2 CFR Part 200 and 2 CFR Part 225 (OMB CIRCULAR A-87).

7.5 The Grantee shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

8. PUBLIC RECORDS

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

9. LIABILITY

9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.

9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a State agency or subdivision of the State to be sued by third parties in any matter arising out of any contract.

10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion;
- 10.3. If the Grantee or is unable or unwilling to meet its obligations under this Agreement;
- 10.4. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.5. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

11. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 11.1. terminate this Agreement in accordance with Section 12, Termination, below;
- 11.2. withhold or suspend payment of all or any part of a request for payment;
- 11.3. exercise any corrective or remedial actions, including but not limited to:
 - 11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
 - 11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - 11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

12. TERMINATION

- 12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
- 12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 12.4. Mutual Termination. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
 - 12.5.1. not incur new obligations for the terminated portion of the Agreement; and

- 12.5.2. cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 13.1. The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.
- 13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- 13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.
- 13.3. The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement shall contain:
- 13.3.1 language requiring contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement, as applicable; and (ii) be bound by, and contain all provisions necessary to ensure the contractor's compliance with, all applicable state and federal laws and regulations.
- 13.3.2 all applicable provisions from Appendix II to 2 CFR Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards; and
- 13.3.3. without modification, all paragraphs contained in Section 16, Instructions for Lower Tier Participants, of this Agreement.

14. MANDATED CONDITIONS

- 14.1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.
- 14.2. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.
- 14.3. In accordance with Executive Order 11-116, the Grantee is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Agreement for the services specified in the Agreement. The Grantee must also include a requirement in contracts that the contractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term. If the Grantee is not enrolled in DHS E-Verify System, it will do so within five (5) days of notice of the Agreement execution. The link to E-Verify is <http://www.uscis.gov/e-verify>.
- 14.4. In accordance with section 11.062 and 216.347, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

15. MISCELLANEOUS

- 15.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 15.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.
- 15.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.
- 15.4. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 15.5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 15.6. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 15.7. Electronic Funds Transfer Enrollment. The 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 signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.8. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.9. Notices. All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 5 herein.

16. INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

The provisions in this section are required by Section f)7., Certifications Regarding Debarment and Suspension, of the Revised NOFO. For purposes of this section, the Department is the primary tier participant; the Grantee and all vendors with which the Grantee contracts to perform work pursuant to this Agreement are lower tier participants; and "proposal" means this Agreement. Furthermore, the Grantee must include the following provisions, without modification, in all contracts with vendors performing work pursuant to this Agreement (see subsection 6, below).

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180, 1200 and 1326.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Parts 180, 1200 and 1326. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is

responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

I hereby affirm my authority and responsibility for the use of funds requested.

Grantee

Stacey Hetherington, Chair, Board of County Commissioners
Martin County, Florida

Date: _____

Printed Name

ATTEST:

Signature – Carolyn Timmann, Clerk of the Circuit Court and Comptroller

Date: _____

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

Grantor

Department of Management Services

Date: _____

Printed Name

APPLICABLE STATUTES AND REGULATIONS

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

General Requirements

Florida Statutes (F.S.)
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S. - Agency inspectors general
<i>Chapter 112, F.S. - Public Officers and Employees: General Provisions</i>
<i>Chapter 119, F.S. - Public Records</i>
§ 215.34, F.S. - State funds; noncollectible items; procedure
§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 215.97, F.S. - Florida Single Audit Act
§ 215.971, F.S. - Agreements funded with federal or state assistance
§ 216.301, F.S. - Appropriations; undisbursed balances
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited
§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
§ 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay
§ 273.02, F.S. - Record and inventory of certain property
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies
<i>Chapter 443, F.S. - Reemployment Assistance</i>
§ 501.171, F.S. - Security of confidential personal information
Florida Administrative Code (F.A.C.)
<i>Rule Chapter 69I-5 - State Financial Assistance</i>
Memoranda
CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements
CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

State E911 Plan and E911 Board Statutes and Rules

Florida Statutes
<i>Chapter 365, F.S. - Use of Telephones and Facsimile Machines</i>
Florida Administrative Code
<i>Rule Chapter 60FF-6 - State E911 Plan</i>
<i>Rule Chapter 60FF1-5 - E911 Board</i>

Federal Rules

NOTE: Compliance with the following is required for grantees awarded with federal funds or state match funds, as identified in the Grantee's award letter.

United States Code (U.S.C.)	
<i>8 U.S.C. Chapter 12 - Immigration and Nationality (Immigration and Nationality Act)</i>	
10 U.S.C. 2409 - Contractor employees: protection from reprisal for disclosure of certain information	
41 U.S.C. 4304 - Specific costs not allowable under Federal Procurement Policy	
41 U.S.C. 4310 - Civil, Criminal, and Administrative proceeding costs of contractors not allowable	
41 U.S.C. 4712 - Enhancement of contractor protection from reprisal for disclosure of certain information	
<i>42 U.S.C. Chapter 126 - Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act)</i>	
United States Code of Federal Regulation (C.F.R.)	
<i>2 C.F.R. Part 25 - Universal Identifier and System for Award Management</i>	
<i>2 C.F.R. Part 170 - Reporting Subaward and Executive Compensation Information</i>	
<i>2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards</i>	
<i>2 C.F.R. Part 1201 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as adopted and amended by the United States Department of Transportation</i>	
<i>2 C.F.R. Part 1327 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as adopted by the United States Department of Commerce</i>	
<i>47 C.F.R. Part 400 - 911 Grant Program</i>	
Presidential Executive Orders	
Exec. Order No. 13043 - Increasing Seat Belt Use in the United States	
Exec. Order No. 13513 - Federal Leadership on Reducing Text Messaging While Driving	
Other	
Notice of Funding Opportunity (NOFO) No. NHTSA-NTIA-911-GRANT-PROGRAM-2018, 911 Grant Program NOFO (Aug. 9, 2018)	
Revision to NOFO No. NHTSA-NTIA-911-GRANT-PROGRAM-2018, 911 Grant Program NOFO (Feb. 1, 2019)	

Grant Number: S18-21-05-09		Grant Award Date: 5/20/2021	
Catalog of State Financial Assistance number: N/A		Catalog of State Financial Assistance title: N/A	

Attachment 1
AUDIT REQUIREMENTS
FOR AWARDS OF STATE AND FEDERAL
FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department 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 Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), 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 Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department 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

Department, 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.

1. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
2. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

3. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

4. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): E911BoardElectronicGrantReports@dms.fl.gov

or

Paper (hard copy):

The Department of Management Services

E911 Board

4030 Esplanade Way

Tallahassee, FL 32399

- b. The Auditor General's Office at the following address:

Auditor General

Local Government Audits/342

Claude Pepper Building, Room 401

111 West Madison Street

Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

5. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

**Federal Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

7. Federal Program A:

Federal/State Project:

Federal Project: The Next Generation 911 Advancement Act

Federal Awarding Agencies: The U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA) and the U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA)

Catalog of Federal Domestic Assistance Title: 911 Grant Program

Catalog of Federal Domestic Assistance Number: 20.615

Amount: \$29,700.00

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

The compliance requirements are as stated in Grant Agreement S18-21-05-09 between the Grantee and the Department, entered in State Fiscal Year 2020-2021

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

8. Federal Program A:

N/A

9. Federal Program B:

N/A

Subject to Section 215.97, F.S.:

10. State Project A:

N/A

11. State Project B:

N/A

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

N/A



Florida E911 Board
 4030 Esplanade Way
 Tallahassee, FL 32399-0950
 Tel: 850-921-4204
 Fax: 850-488-9837

May 21, 2021

Martin County Board of County Commissioners
 2401 S.E. Monterey Road
 Stuart, FL 34996

FEID #: 59-6000743

Subject: Spring 2021 State - Reimbursement Grant Program

Dear Martin County Board of County Commissioners:

The State of Florida E911 Board would like to congratulate you on your grant award for E911 revenue funds to improve the E911 system serving your county.

Please see the attached grant award agreement for details regarding applicable funding rules for the NG-911 Federal grant program that your grant award may require.

The following provides details concerning the Spring 2021 grant(s) to Martin County:

<u>Grant Number</u>	<u>CSFA/CFDA #</u>	<u>Amount Requested</u>	<u>Amount Approved</u>	<u>Purpose</u>	<u>Federal Funding</u>
S18-21-05-09	20.615	\$29,700.00	\$29,700.00		
			\$29,700.00	GIS Data Support	Funded
Total Grant Awards:			\$29,700.00		

Recipients of awards of state and/or federal financial assistance are required to comply with the provisions of the Florida Single Audit Act. To assist you, please reference sections 5, 6 and 7 of section 215.97 Florida Statute at the following web site address:

http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display_StatuteSearch_String=URL=0200-0299/0215/Sections/0215.97.html

Additionally, since your grant award may include funds that are being used in accordance with rules and laws pertaining to the Federal NG-911 Grant Program as either federal or state matching funds, the attached grant agreement incorporates these additional terms and conditions and is hereby incorporated into this grant agreement. You must return a signed copy prior to the authorization to transfer funds from the Florida Department of Management Services to your County.

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

DocuSigned by:



F42DFD5AF5C945D...

Matthew Matney, Chief
Bureau of Public Safety - E911

MM/KR

cc: Martin County 911 Coordinator

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

RESOLUTION NUMBER

RESOLUTION INCREASING THE E911 STATE GRANT FOR GIS DATA SUPPORT FUND REVENUES AND APPROPRIATIONS

- WHEREAS,** The State of Florida E911 Board has approved a grant award in the amount of \$29,700 for GIS Data Support to improve the E911 system serving Martin County;
- WHEREAS,** no grant match is required; 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:						
137510	5701	33420	000		\$29,700.00	State Grants / Public Safety
TOTAL:					\$29,700.00	
APPROPRIATIONS:						
137510	5701	05211	525		\$29,700.00	Software Services
TOTAL:					\$29,700.00	

DULY PASSED AND ADOPTED THIS 8th DAY OF JUNE 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:

8-Jun-21 DEPT-1

Agenda Date Item Number

Sarah W. Woods, County Attorney

Batch Number Input Date



Office of Management and Budget - Supplemental Memo Attachments

Item #4 – PERMISSION TO ACCEPT A DONATION FROM THE HISTORICAL SOCIETY OF MARTIN COUNTY FOR IRRIGATION ON MACARTHUR BOULEVARD

DOCUMENTS REQUIRING ACTION:

- Budget Resolution

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

RESOLUTION NUMBER

RESOLUTION INCREASING THE HUTCHINSON ISLAND MSTU FUND REVENUES AND APPROPRIATIONS

WHEREAS, The Historical Society of Martin County has pledged a donation in the amount of \$25,000 for the installation and maintenance of irrigation for vegetation along the MacArthur Boulevard right of way; and

WHEREAS, Unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), F.S.;

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT THESE RECEIPTS AND APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
REVENUES:						
1121	7001	36600	000		\$ 25,000.00	Contributions/Private Sources
TOTAL:					\$ 25,000.00	
APPROPRIATIONS:						
1121	7001	03409	519		\$ 25,000.00	Mowing & Landscaping Services
TOTAL:					\$ 25,000.00	

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

Carolyn Timmann
Clerk of the Circuit Court and Comptroller

Stacey Hetherington
Chair

6/8/2021 DEPT-1
Agenda Date Item Number

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Batch Number Input Date

Sarah W. Woods
County Attorney



Office of Management and Budget - Supplemental Memo Attachments

Item #5 – ADJUSTMENTS TO THE FISCAL YEAR 2021 BUDGET

- A. BUDGET RESOLUTION TO ACCEPT REVENUES RECEIVED FOR SAND DUNE CAFE:
DOCUMENTS REQUIRING ACTION:
- Budget Resolution
- B. TO APPROVE A BUDGET RESOLUTION FOR THE ALLOCATION OF ADDITIONAL FUNDS RECEIVED FOR THE FY21 STATE AID TO LIBRARIES GRANT
DOCUMENTS REQUIRING ACTION:
- Budget Resolution
- C. BUDGET RESOLUTION TO ALLOCATE PRIVATE CONTRIBUTION FROM THE SAILFISH POINT POA FOR THE BATHTUB BEACH RENOURISHMENT PROJECT
DOCUMENTS REQUIRING ACTION:
- Budget Resolution
- D. TO APPROVE A BUDGET RESOLUTION FOR THE FY21 ALLOCATION OF MARTIN COUNTY MPO SECTION 5305(D) FUNDS FOR THE MPO
DOCUMENTS REQUIRING ACTION:
- Budget Resolution
- E. TO APPROVE A BUDGET RESOLUTION FOR THE ESTABLISHMENT OF A SEPARATE LIGHT VEHICLE REPLACEMENT FUND FOR VEHICLE MAINTENANCE
DOCUMENTS REQUIRING ACTION:
- Budget Resolution
- F. BUDGET TRANSFER FROM DISASTER RECOVERY RESERVES FOR POTENTIAL DISASTER-RELATED EXPENSES
DOCUMENTS REQUIRING ACTION:
- BUDGET TRANSFER FROM DISASTER RECOVERY RESERVES

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

RESOLUTION NUMBER

RESOLUTION INCREASING THE SAND DUNE CAFE FUND REVENUES AND APPROPRIATIONS

WHEREAS, The Parks and Recreation department has received various fees at Sand Dune Café in excess of the budgeted revenues for Fiscal Year 2021

WHEREAS, 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:					
1132	1207	36900	000		\$136,000.00
					Other Miscellaneous Revenues
TOTAL:					\$136,000.00
APPROPRIATIONS:					
1132	1207	01200	572		\$20,000.00
					Regular Salaries
1132	1207	03410	572		\$20,000.00
					Other Contractual Services - Staffing
1132	1207	05210	572		\$30,000.00
					Food
1132	1207	05200	572		\$10,000.00
					Operating Supplies
1132	1207	05179	572		\$10,000.00
					Other Equipment \$1,000-\$4,999.00
1132	1207	05199	572		\$10,000.00
					Other Non-Capital Equipment
1132	1207	05204	572		\$5,000.00
					Fuel
1132	1207	09902	572		\$31,000.00
					Budget Reserves for Capital Outlay
TOTAL:					\$136,000.00

DULY PASSED AND ADOPTED THIS 8th DAY OF JUNE, 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:

June 8, 2021 DEPT-1

Agenda Date Item Number

Sarah W. Woods, County Attorney

Batch Number Input Date

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

RESOLUTION NUMBER

RESOLUTION INCREASING THE LIBRARY REVENUES AND APPROPRIATIONS

WHEREAS, The State of Florida, Department of State, Division of Library and Information Services, is providing additional funding for the State Aid to Libraries Grant for FY2021 to the Martin County Library System ; and

WHEREAS, No grant match is required; and

WHEREAS, Unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), F.S.;

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT THESE REVENUES AND APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
REVENUES:						
13235	1105	33470	000		\$ 9,310.00	State Grants/Culture and Recreation
TOTAL:					\$ 9,310.00	
APPROPRIATIONS:						
13235	1105	06600	571		\$ 9,310.00	Library Books and Publications
TOTAL:					\$ 9,310.00	

DULY PASSED AND ADOPTED THIS 8th DAY OF JUNE, 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:

6/8/2021 Dept-1
Agenda Date Item Number

Sarah W. Woods County Attorney

Batch Number Input Date

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

RESOLUTION NUMBER

RESOLUTION INCREASING THE BEACHES FUND REVENUES AND APPROPRIATIONS

WHEREAS, The County has received a private contribution from the Sailfish Point Property Owner's Association in the amount of \$500,524 for their portion of the Bathtub Beach Renourishment project; and

WHEREAS, 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:						
3201	1307	36600	000	2072	\$500,524.00	Contributions/Private Sources
TOTAL:					\$500,524.00	
APPROPRIATIONS:						
3201	1307	03400	537	2072	\$500,524.00	Other Contractual Services
TOTAL:					\$0.00	

DULY PASSED AND ADOPTED THIS 8th DAY OF JUNE, 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:

June 8, 2021 DEPT-1

Agenda Date Item Number

Sarah W. Woods, County Attorney

Batch Number Input Date

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

RESOLUTION NUMBER

RESOLUTION INCREASING THE SECTION 5305 PTGA GRANT REVENUES AND APPROPRIATIONS

- WHEREAS,** The State of Florida Department of Transportation is providing Title 49, Section 5305(d) grant funding to the Martin Metropolitan Planning Organization ; and
- WHEREAS,** Martin County is not required to provide a match; 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:						
128104	0000	33110	000		\$ 65,978.00	Federal Grants/General Government
TOTAL:					\$ 65,978.00	
APPROPRIATIONS:						
128104	2203	03100	515		\$ 65,978.00	Professional Services
TOTAL:					\$ 65,978.00	

DULY PASSED AND ADOPTED THIS 8th DAY OF JUNE, 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:

June 8, 2021 DEPT-1
Agenda Date Item Number

Sarah W. Woods, County Attorney

Batch Number Input Date

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE LIGHT VEHICLE FUND REVENUES AND APPROPRIATIONS

WHEREAS, At the recommendation of the Clerk of the Circuit Court and Comptroller's Office, a new Light Vehicle Replacement Fund was created to provide for a separate, delineated light vehicle fleet replacement program; and

WHEREAS, 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
Fund	Organization	Account	Program	Activity	LINE ITEM DESCRIPTION
REVENUES:					
5300	0609	34120	000		(730,500.00) Internal Service Fund Fees
5300	0609	36400	000		(100,000.00) Disposition of Fixed Assets
5301	0609	34120	000		730,500.00 Internal Service Fund Fees
5301	0609	36400	000		100,000.00 Disposition of Fixed Assets
5301	0000	815300	000		2,770,838.00 Transfer from Fund 5300
TOTAL:					2,770,838.00
APPROPRIATIONS:					
5300	0609	01200	519		(26,277.00) Regular Salaries
5300	0609	01501	519		(96.00) Cell Phone Stipend
5300	0609	02101	519		(1,629.00) FICA
5300	0609	02102	519		(381.00) Medicare
5300	0609	02200	519		(5,877.00) Retirement Contributions
5300	0609	02300	519		(4,854.00) Life and Health Insurance
5300	0609	04900	519		(5,000.00) Other Current Charges
5300	0609	05199	519		(5,000.00) Other Non-Capital Equipment
5300	0609	06410	519		(730,500.00) Vehicles - Fleet Acquisition
5301	0609	01200	519		26,277.00 Regular Salaries
5301	0609	01501	519		96.00 Cell Phone Stipend
5301	0609	02101	519		1,629.00 FICA
5301	0609	02102	519		381.00 Medicare
5301	0609	02200	519		5,877.00 Retirement Contributions
5301	0609	02300	519		4,854.00 Life and Health Insurance
5301	0609	04900	519		5,000.00 Other Current Charges
5301	0609	05199	519		5,000.00 Other Non-Capital Equipment
5301	0609	06410	519		730,500.00 Vehicles - Fleet Acquisition
5301	7080	09901	590		2,770,838.00 Budget Reserves for Contingencies
TOTAL:					2,770,838.00

DULY PASSED AND ADOPTED THIS 8th DAY OF JUNE, 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:

June 8, 2021

DEPT-1

Agenda Date

Item Number

Sarah W. Woods, County Attorney

Batch Number

Input Date



Office of Management and Budget - Supplemental Memo Attachments

Item #6 – FULL-TIME LEAD COOK POSITION FOR SEASIDE CAFÉ AT STUART BEACH AND SAND DUNE CAFÉ AT JENSEN BEACH

DOCUMENTS REQUIRING ACTION:

- None



Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 21-0537

DEPT-2

Meeting Date: 6/8/2021

PLACEMENT: Departmental

No Items

TITLE:

CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL \$1 MILLION OR GREATER

EXECUTIVE SUMMARY:

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

DEPARTMENT: Administration

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

REQUESTED BY: Various

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

This item serves as a placeholder for those items that meet the threshold for Board approval for contracts \$1 million or greater and contract change orders or amendments that meet the \$1 million threshold and cumulatively increase the original contact value by 10% or more.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

Items requiring approval provided via Supplemental Memorandum.

RECOMMENDED ACTION:

RECOMMENDATION

Provided via Supplemental Memorandum.

ALTERNATIVE RECOMMENDATIONS

Provided via Supplemental Memorandum.

FISCAL IMPACT:

RECOMMENDATION

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

Funding Source	County Funds	Non-County Funds
Subtotal		
Project Total		

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

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



Agenda Item Summary

File ID: 21-0772

DEPT-3

Meeting Date: 6/8/2021

PLACEMENT: Departmental

TITLE:

UPDATE ON THE ST. LUCIE INLET MANAGEMENT AND IMPROVEMENTS NEEDED FOR THE SOUTH JETTY

EXECUTIVE SUMMARY:

County staff will present an update on aspects of St. Lucie Inlet Management including inlet maintenance, Inlet Management Plan update and south jetty repair. The PowerPoint presentation will be submitted as a Supplemental Memorandum to this Agenda Item.

DEPARTMENT: Public Works

PREPARED BY: **Name:** Kathy FitzPatrick
Title: Coastal Engineer

REQUESTED BY: Board of County Commissioners

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

St. Lucie Inlet Maintenance

The St. Lucie Inlet is a federal navigation project managed by the US Army Corps of Engineers (USACE) through their Jacksonville, Florida District. Martin County serves as the local sponsor for this federal project. Although not a requirement of a local sponsor, the County proactively obtains all necessary permits for the required work, performs all monitoring and supplements the Corps' planning activities and project funding when time or money are in short supply. County staff meets regularly with Corps staff to discuss and prepare for upcoming projects. The County also advocates for funding at the federal level through our Congressman and Senators as well as interacting directly with all agencies, committees and offices involved.

Although this is a federal inlet, the Commission has recognized that the Inlet is vital to the health of Martin County's economy and ecology. Maintaining safe navigation and healthy water flow has been identified as the top priority for the Coastal Management Division. While pursuing all avenues to secure federal funding, the County has also established alternatives paths to ensure the required work gets done when it is needed. A contributed funds agreement has been executed to allow the County to supplement federal funding when necessary. The County also maintains a federal permit that would allow the work to proceed in the absence of Corps participation. The Commission has

established regular annual funding that is sufficient for the County to take action on its own whenever necessary.

Staff received a modeling report from consultants in late 2020 which showed the Impoundment Basin was filling faster than in past cycles. While the causes for this increased deposition rate are unknown, it predicted conditions that could cause shoaling and impact navigation through the Inlet. By dredging sand from the Impoundment Basin and Navigation Channel to complete the recent project at Bathtub Beach the danger of immediate shoaling was removed.

Given the current condition of the impoundment basin and navigation channel, the St. Lucie Inlet will need to be fully dredged in the January - May time period in 2022. Staff has obtained a state permit for this project where the material will be placed on the beach in the state park, just south of the South Jetty. This is sand bypassing that has been requested by the St. Lucie Inlet Preserve State Park manager, to mitigate extreme erosion that has occurred in the first mile south of the inlet. Unlike previous projects that have required sand to be pumped 3-5 miles south of the inlet, this project will be much simpler, cheaper and faster than projects in the past. Project estimates maintenance dredging and beach placement are in the \$9M range with the requested federal contribution being about 75% of the ultimate project cost. Grant funding from the State is also expected for this work.

Staff has been working with the USACE Jacksonville District to coordinate the federal project to be conducted in early 2022. We continue efforts through our DC Lobbyist to obtain federal funding. Staff is also working closely with the Palm Beach Gardens regulatory office to obtain a federal permit for the project. This would allow the County to conduct this dredging independently if necessary and will also provide the necessary federal environmental review. Environmental baseline surveys have been conducted, including documentation of the location and condition of existing coral and other hardbottom communities.

St. Lucie Inlet Sediment Budget

In 1987, Section 161.142 FS, "Declaration of public policy relating to improved navigation inlets", was enacted to add inlet management planning into the State's strategic Beach Management Program. Historically, inlet maintenance projects were prone to employing the "least cost" disposal options, often simply side casting the sand within the inlet or dumping the sand offshore where it was lost to the beach system. The goal of Section 161.142 FS was to encourage the best use of valuable sand resources by placing the beach quality sand dredged from inlets on beaches that were eroding as a direct result of effects from the inlet's existence. It was updated in 2008 to include the requirement of balancing the sediment budget for inlet management plans.

On August 7, 1995, the St. Lucie Inlet Management Plan (Plan) became the first inlet management plan to be adopted by the State of Florida. Prior to adoption, a study of the St. Lucie Inlet (Study) was conducted to evaluate the impact of the St. Lucie Inlet on adjacent beaches and to recommend corrective measures to mitigate the identified impacts.

On January 11, 2016 State adopted a new Plan which for the first-time acknowledged impacts updrift (north in our case) of an inlet. The Plan balanced the sediment budget by placing 34,000cy of sand on the beaches north of the inlet and 161,000cy of sand on beaches to the south. The County is required to reevaluate the sediment budget every five years.

Staff began work on the 2021 sediment budget update in the summer of 2020 by collecting new data over a 12-month period. During this time period multiple instruments were deployed, and

additional surveys were conducted. When the report is finalized, staff will submit the document to Board and to the State for their review. The Inlet Management Plan update is issued by the state, and while close coordination will occur while the new document is under review, County concurrence is not required.

South Jetty

The south jetty stabilizes the north end of Jupiter Island and is a popular recreation area for fishing and beach users. Construction of the south jetty was authorized by Congress as part of the St. Lucie Inlet federal navigation project in 1974. The USACE completed construction of the jetty in 1982. The south jetty at St. Lucie Inlet has deteriorated since it was constructed in 1982. Over the last two years staff has worked with consultants to evaluate the south jetty's structure and stability. The data shows that the jetty crest has decreased in elevation and the side slopes have flattened since the structure was constructed. Moreover, the remaining armor stone appears to be undersized or inappropriately layered throughout the structure and several breaches in the jetty are present in the structure with the most severe damage observed at the seaward end. It is clear that the structure has been damaged and is in need of repair. Together with our consultant, staff has presented a preliminary recommendation for this repair to the USACE. All data collected by the County has been shared with our USACE team.

Similar to the maintenance dredging project, staff and our consultant in Washington, DC continue efforts to obtain federal funding for this project. The south jetty is a navigation component of the federal St. Lucie Inlet Navigation project and is eligible for up to 100% federal funding for the project. The St. Lucie Inlet status is a low priority navigation project making full funding for this project uncertain. The jetty repair project is not eligible for any state funds.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

Receive the update and presentation on the St. Lucie Inlet management status.

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:

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

BCC MEETING DATE: June 8, 2021
AGENDA ITEM: DEPT-3

**MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM**

TO: Honorable Members of the Board of County Commissioners **DATE:** June 2, 2021

VIA: Taryn Kryzda
County Administrator

FROM: Kathy FitzPatrick, Coastal Engineer

REF: 21-0772

**SUBJECT: UPDATE ON THE ST. LUCIE INLET MANAGEMENT AND
IMPROVEMENTS NEEDED FOR THE SOUTH JETTY**

Staff requests this supplemental PowerPoint be added to the above agenda item.

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.

MARTIN COUNTY ►
PUBLICWORKS
@WORK

UPDATE ON THE ST. LUCIE INLET

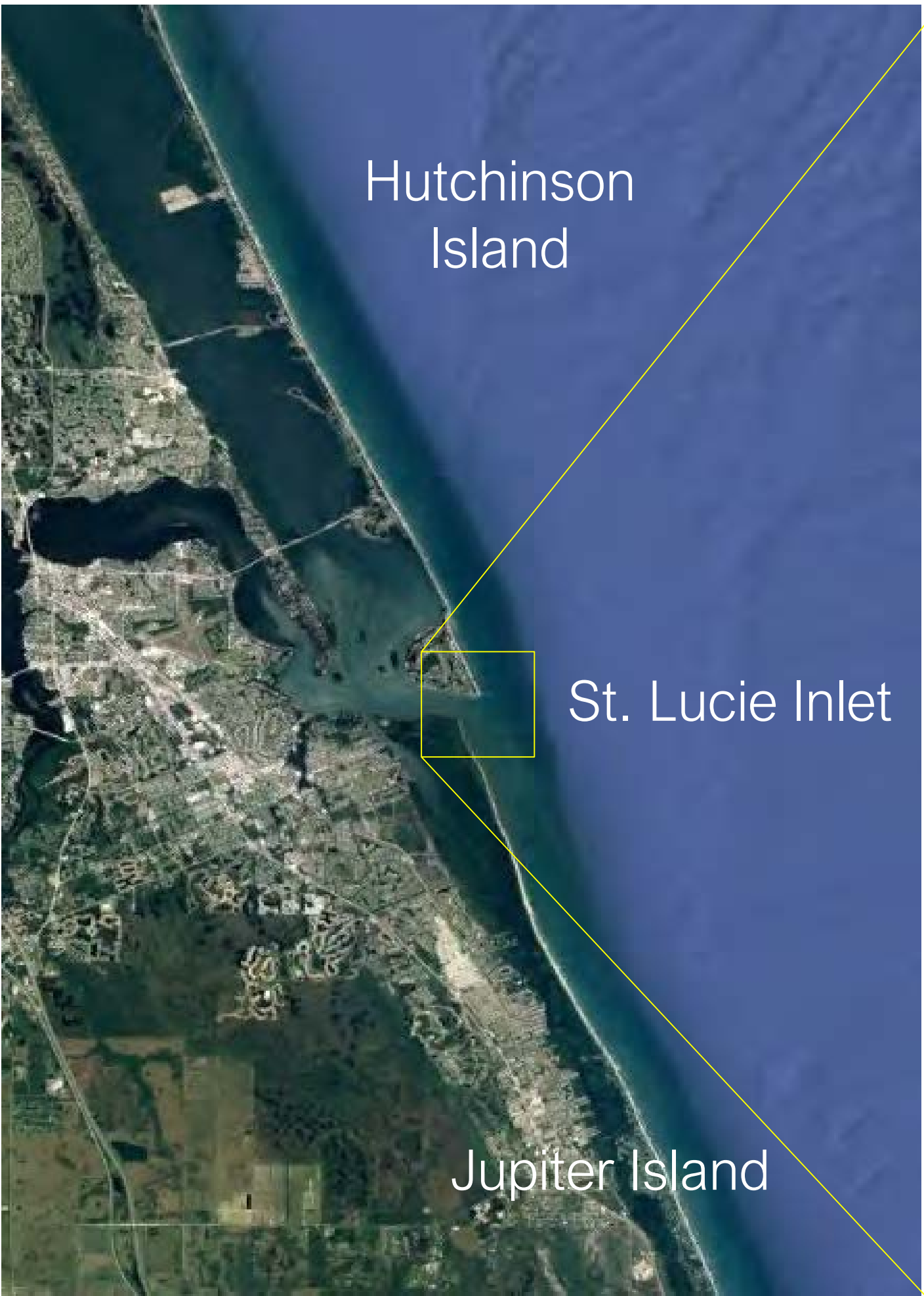
- **MAINTENANCE**
- **SOUTH JETTY**
- **INLET MANAGEMENT PLAN**

JUNE 8, 2021





Martin County



Hutchinson Island

St. Lucie Inlet

Jupiter Island



North Jetty

St. Lucie Inlet

South Jetty



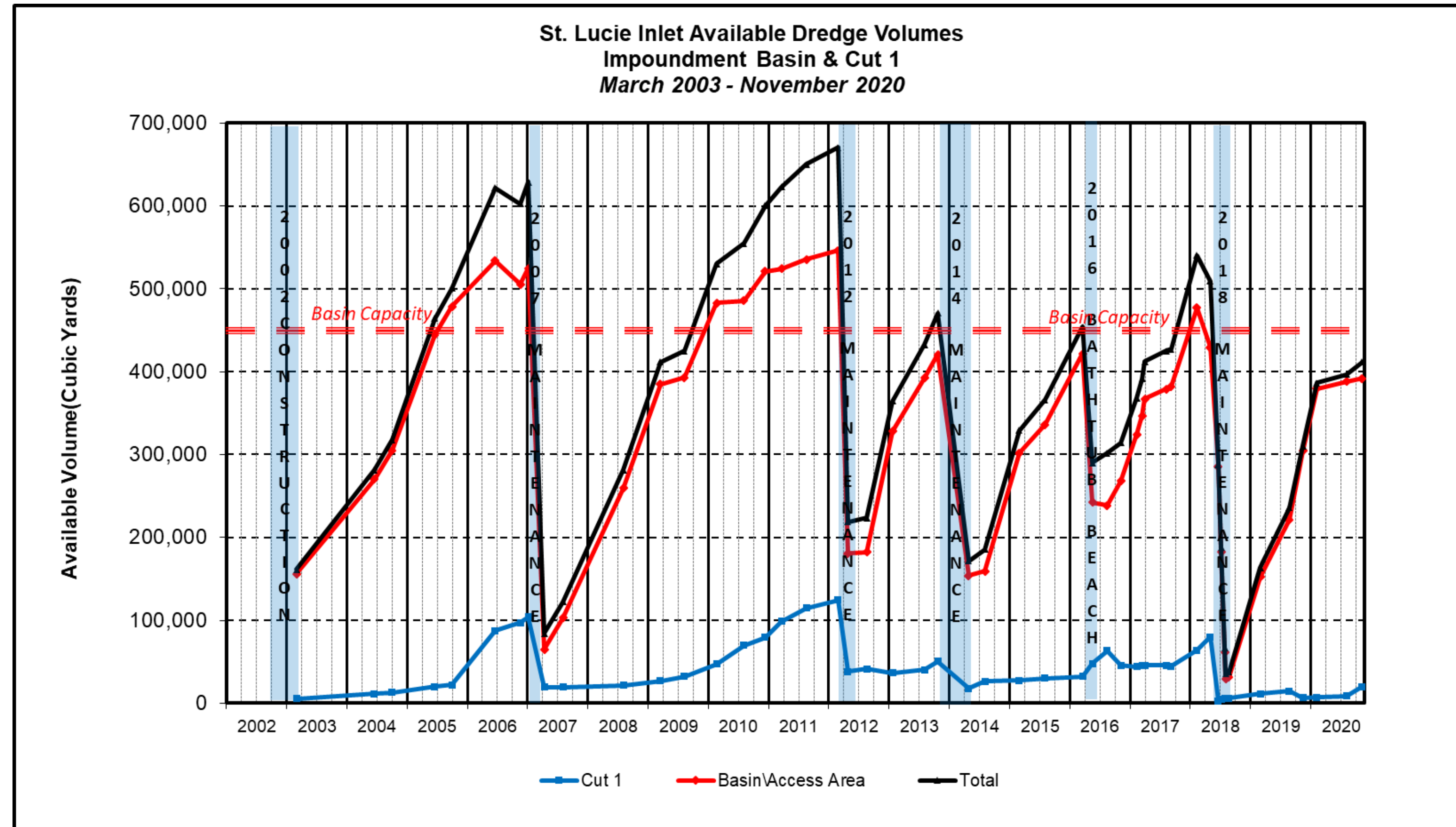
ST. LUCIE INLET MANAGEMENT BACKGROUND:

- Federal Navigation Project
- St. Lucie Inlet Maintenance Dredging occurs approximately every 3 years
- Typical volume dredged - 450,000 to 500,000 cy
- Valuable sand resource captured in the impoundment basin
- 2016 State Inlet Management Plan
 - 161,000 cy south
 - 34,000 cy north

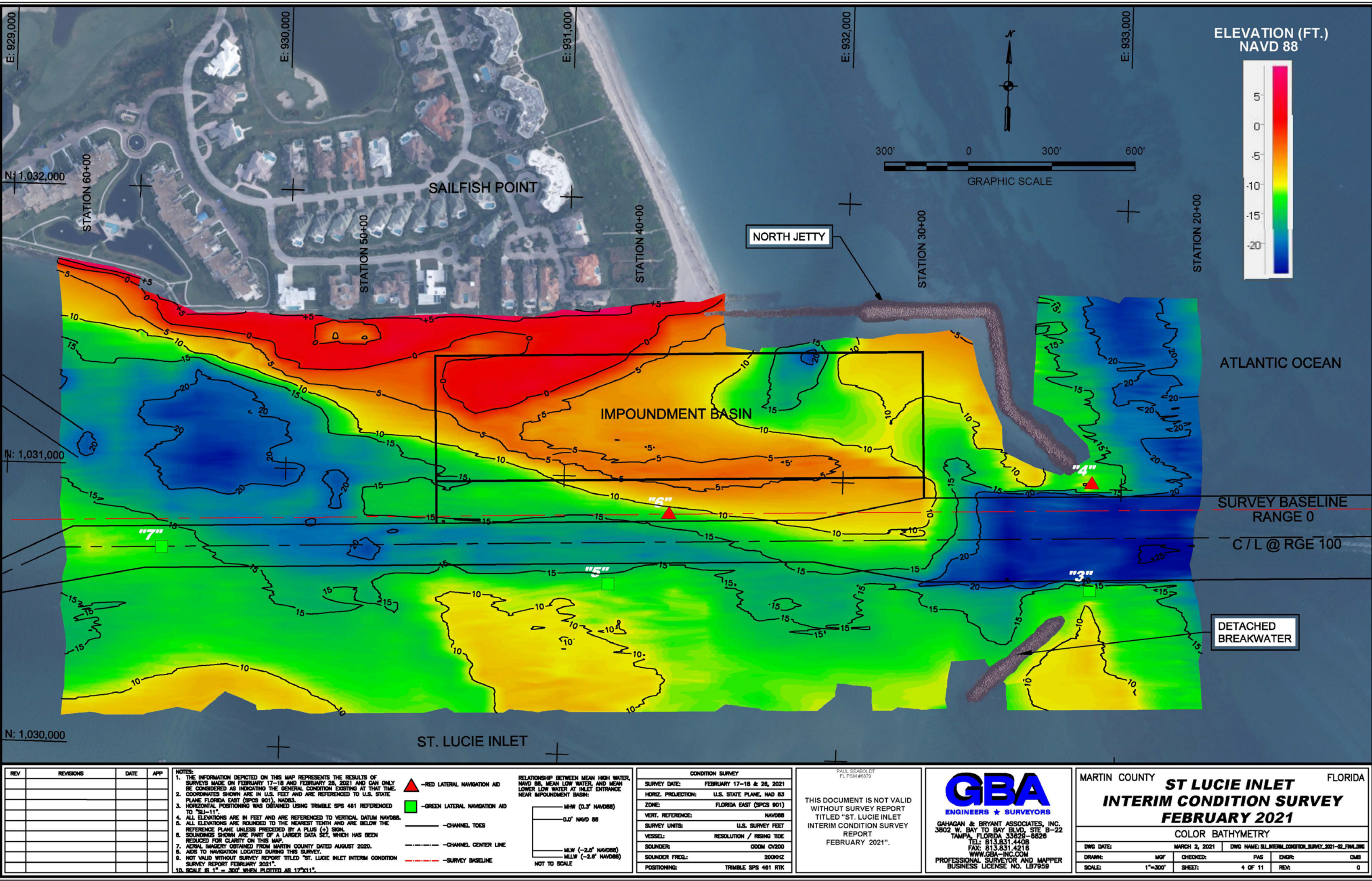


IMPOUNDMENT BASIN INFILLING:

- IB capacity 450,000 CY beyond which navigation channel shoaling begins
- From 2002 to 2012, dredge frequency every 5 years
- Since 2012, dredge frequency every 2 to 3 years



ST. LUCIE INLET - FEBRUARY 2021

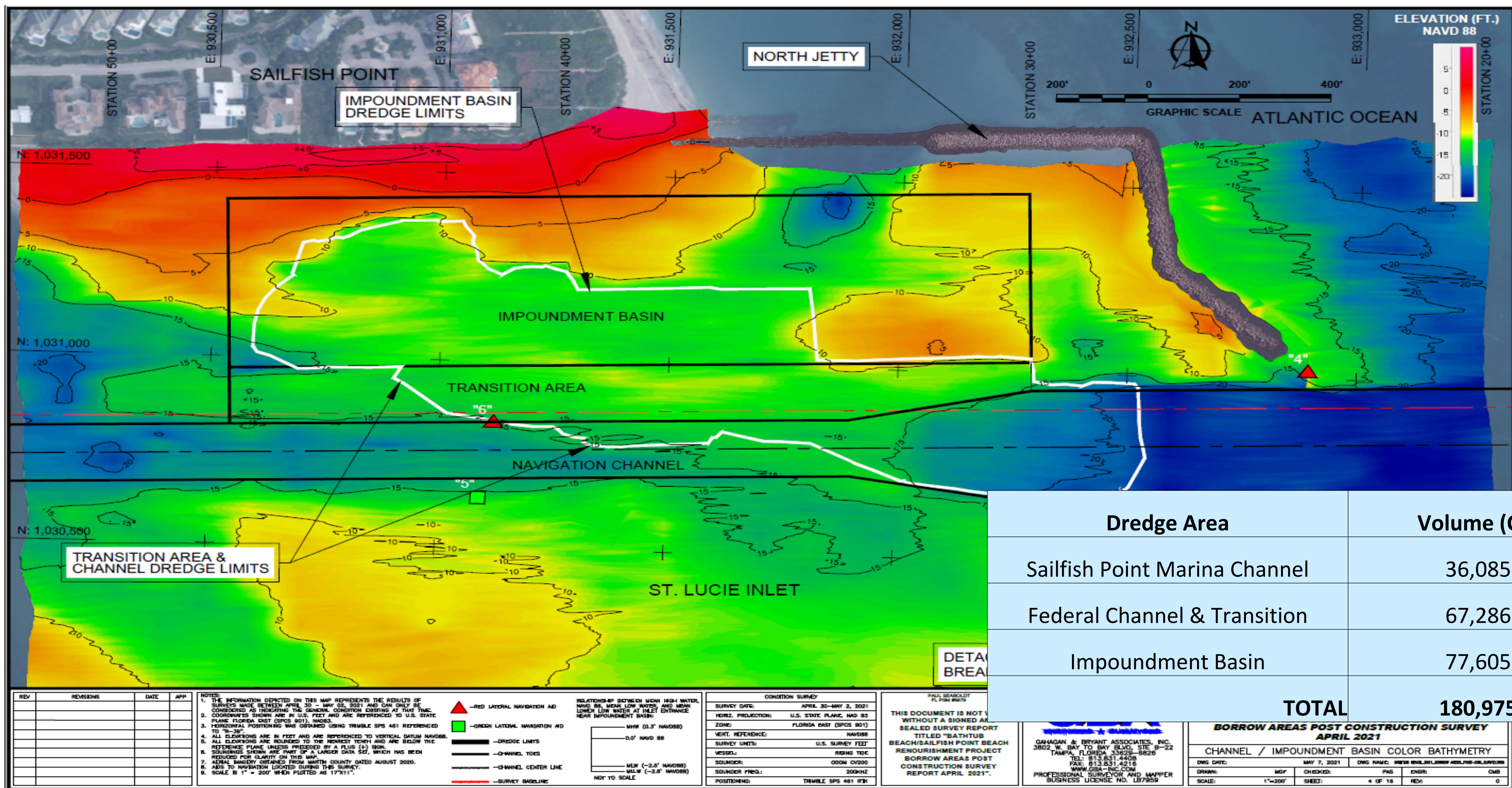


SAND BYPASSING NORTH



MARTIN COUNTY
PUBLICWORKS
@WORK

ST. LUCIE INLET - MAY 2021



SAND BYPASSING SOUTH

- State park placement
- Preliminary cost estimate - \$9M
- USACE eligibility - approximately 75%
- Contributed funds agreement in place
- FDEP grant funding (very likely)



MARTIN COUNTY
PUBLICWORKS
@WORK





FY22 FEDERAL FUNDING OUTLOOK

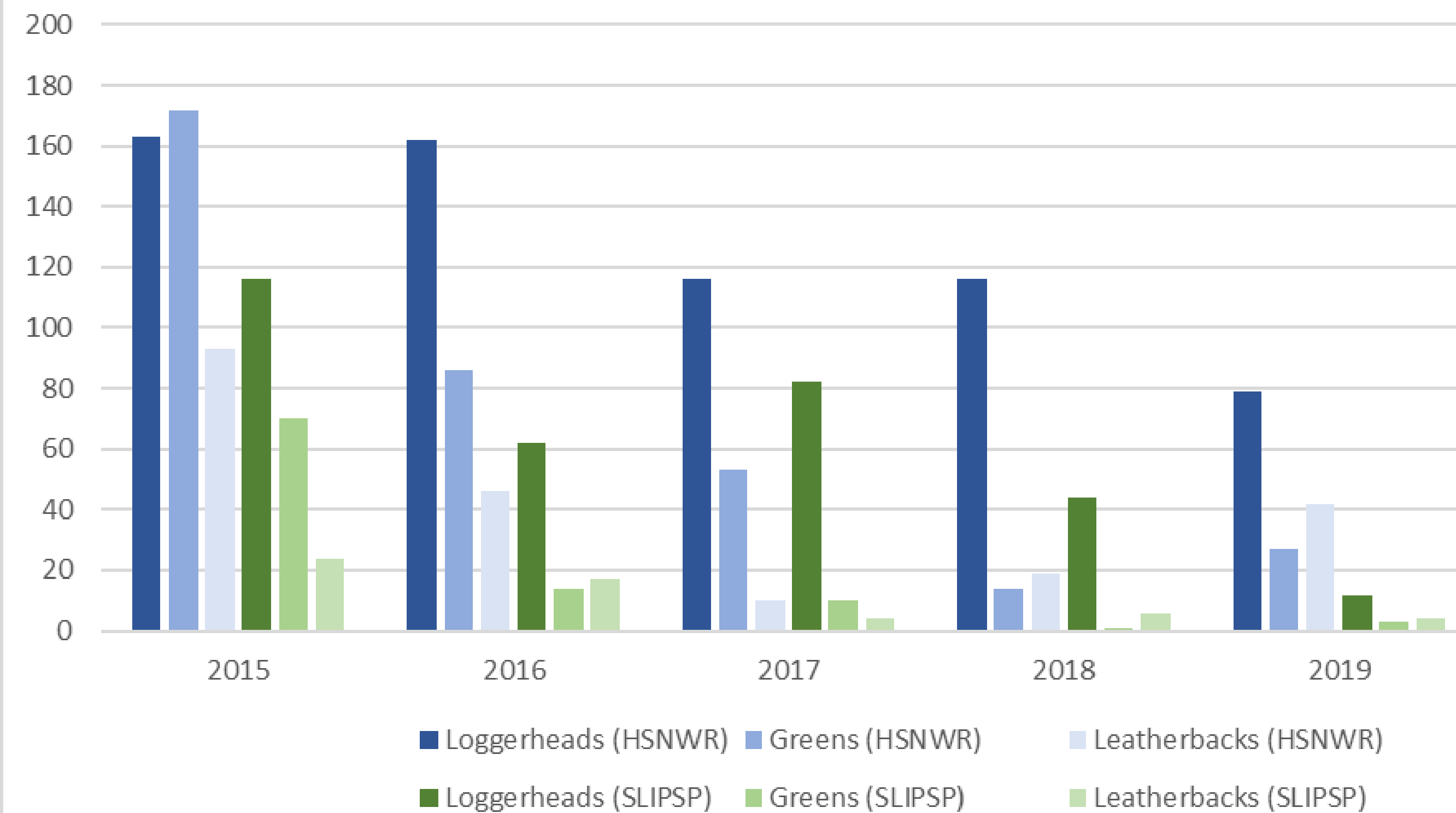
- The Presidents Budget - released on May 27, 2021
- No FY 2022 funding for St. Lucie Inlet Maintenance
- Remaining opportunity – congressional add (TBD)
- County has budgeted for emergency situations



MARINE TURTLE NESTING



Marine Turtle Nesting Numbers at Hobe Sound National Wildlife (HSNWR) vs St. Lucie Inlet Preserve State Park (SLIPSP)



MARTIN COUNTY
PUBLICWORKS
@WORK

Marine Turtle data collected by Ecological Associates, Inc. (EAI))

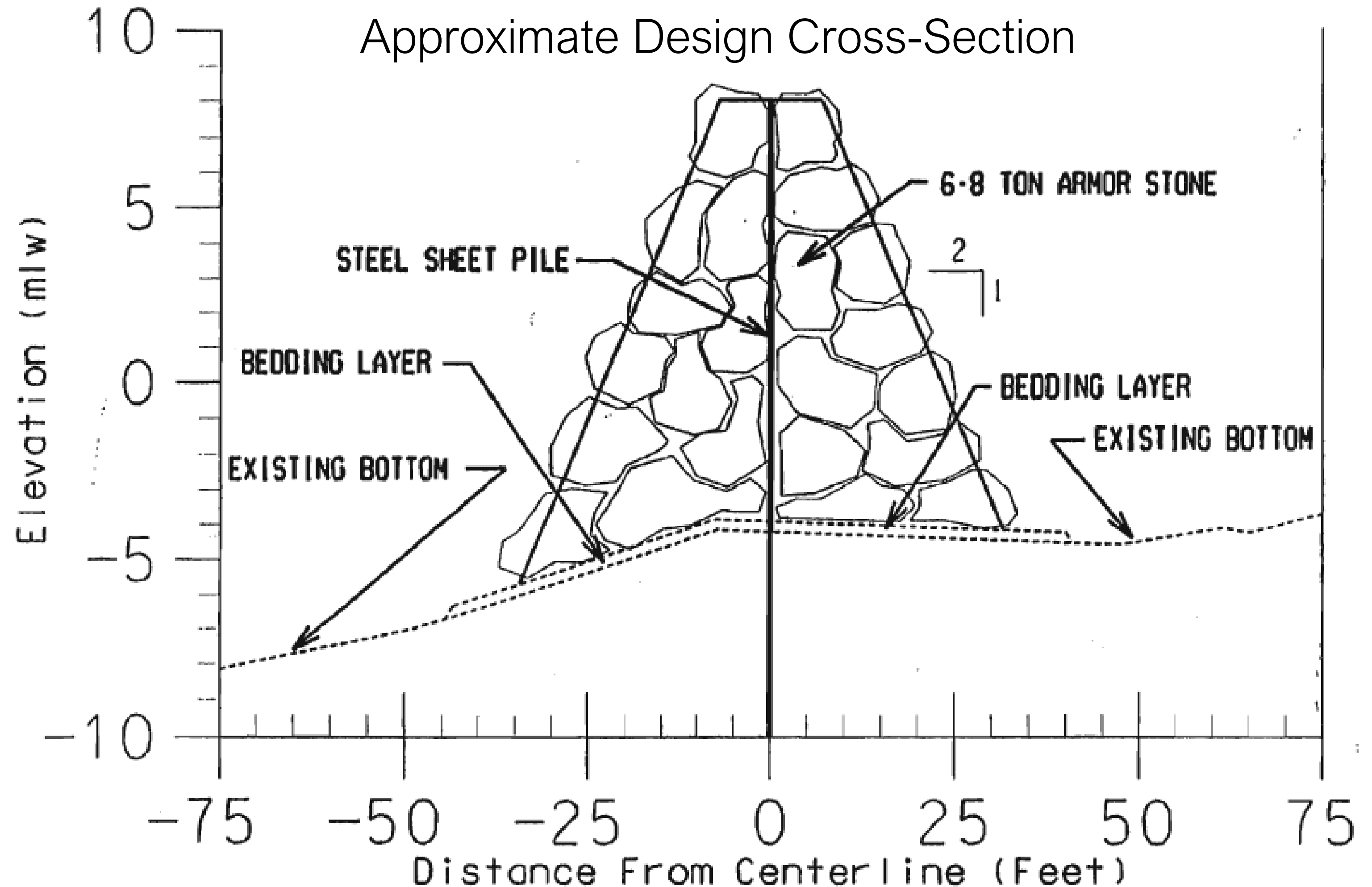
SOUTH JETTY REPAIR



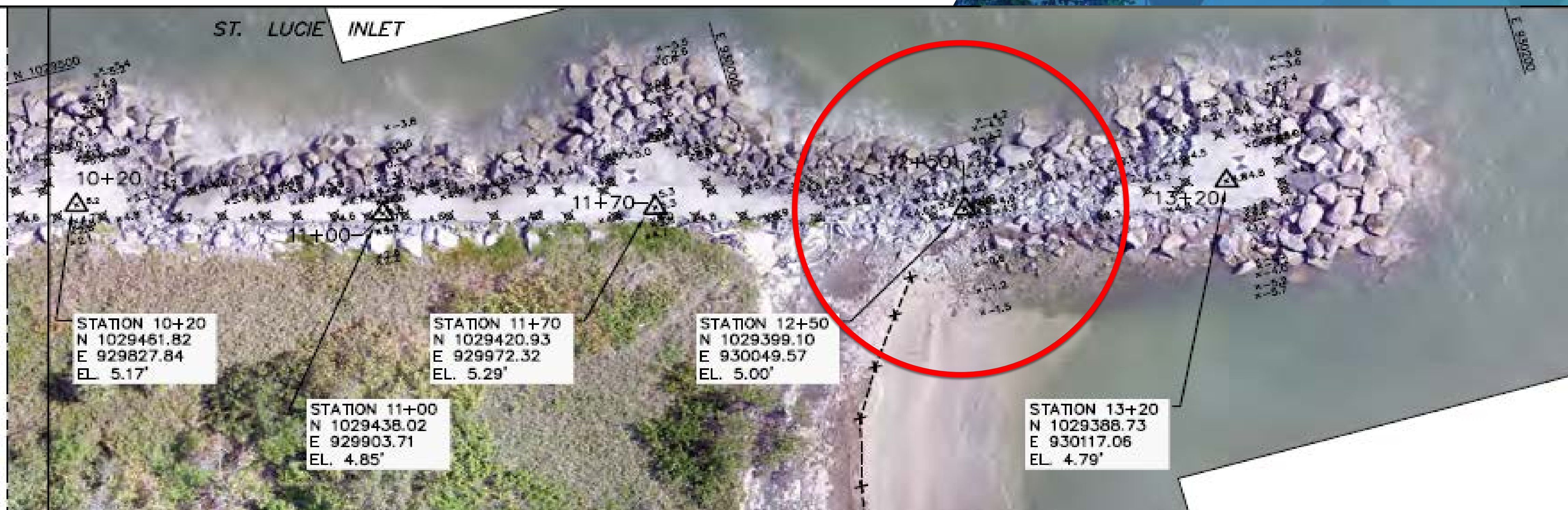
MARTIN COUNTY
PUBLICWORKS
@WORK

USACE SOUTH JETTY DESIGN

- Component of the Federal Navigation Project
- Constructed in 1982
- Crest elevation: +8.0 ft MLW
- Crest Width: 10-14 ft.
- 6-8 ton granite armor stone

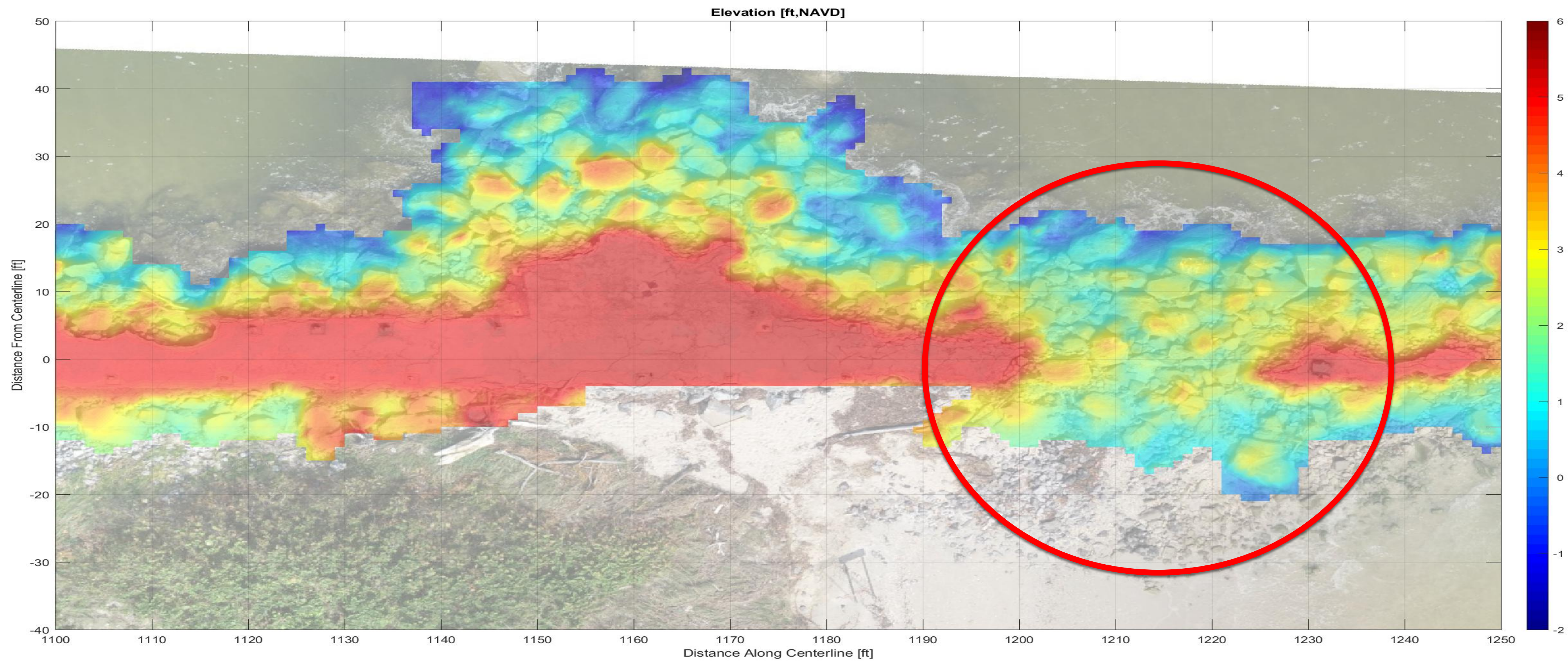


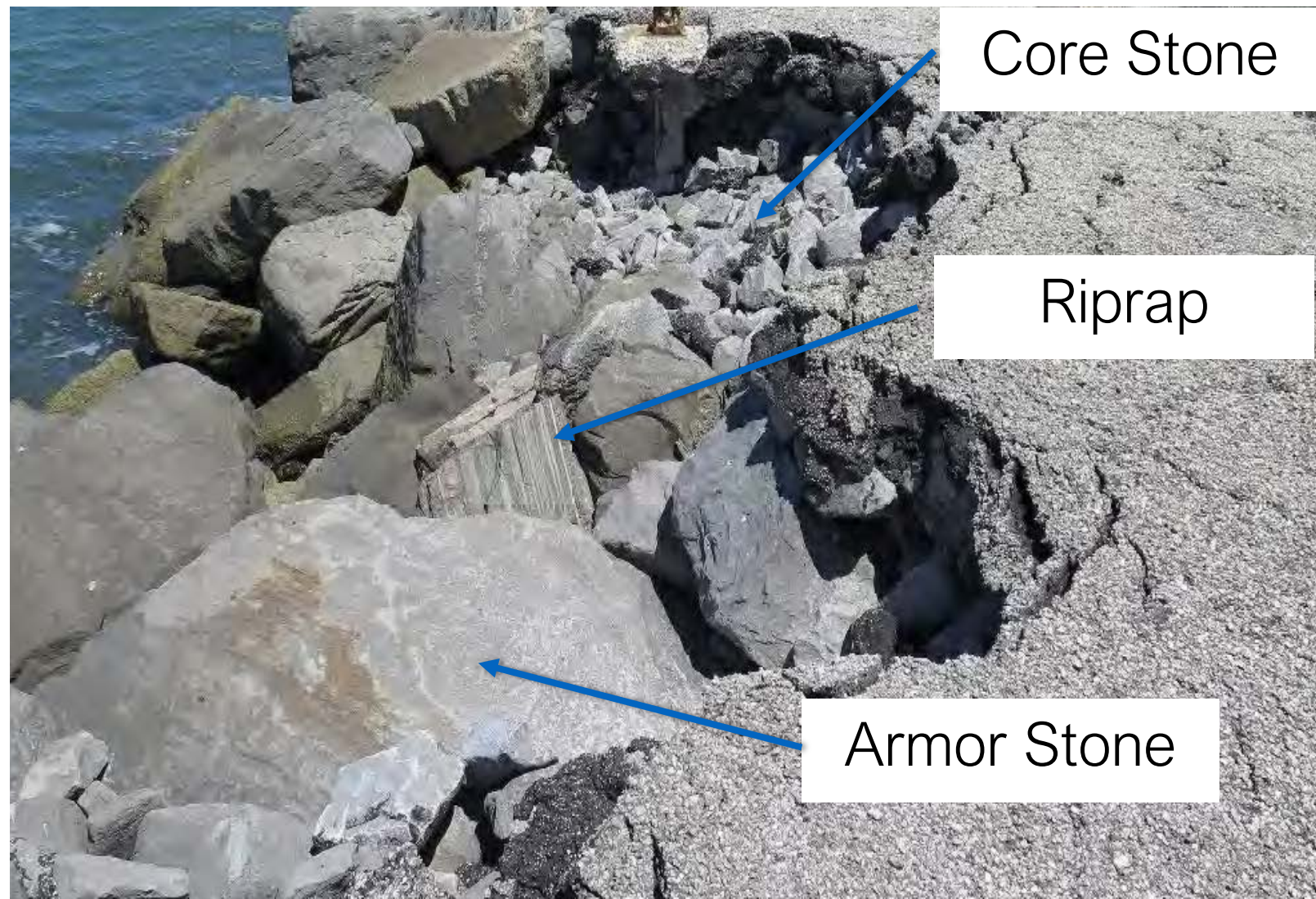
2019 AERIAL SURVEY



MARTIN COUNTY
PUBLICWORKS
@WORK

2019 LIDAR SURVEY







RECOMMENDATION TO USACE

- Rehab the South Jetty Structure
- Use 50 year life for SLR projection
- Increased design height by 1 foot
- Eligible for up to 100% Federal funds

Line Item	Units	Unit Cost	Quantity	Total
Adjust/Remove Stone	Tons	\$50	12,320	\$616,000
Place Stone	Tons	\$150	27,010	\$4,051,500
Maintenance Road	Cubic Yards	\$500	500	\$250,000
Option 4 (9.0 ft NAVD)	-	-	-	\$4,917,500



ST. LUCIE INLET MANAGEMENT PLAN



MARTIN COUNTY
PUBLICWORKS
@WORK

ORIGINAL INLET MANAGEMENT PLAN

ADOPTED 1995

ST. LUCIE INLET MANAGEMENT STUDY IMPLEMENTATION PLAN

CERTIFICATE OF ADOPTION

WHEREAS the Department of Environmental Protection, in partnership with Martin County, has conducted a study of the St. Lucie Inlet, under the provisions of Section 161.161, Florida Statutes, for the purposes of evaluating the erosive impact of the inlet on adjacent beaches, and

WHEREAS the Department has developed an implementation plan which contains corrective measures to mitigate the identified impacts of the inlet, and

WHEREAS the implementation plan is consistent with the Department’s program objectives under Chapter 161, Florida Statutes,

The Department does hereby adopt the following implementation actions:

- 1)

Continue measures to mitigate the identified impacts of the inlet, and channel and sedimentation basin.

An optimum dredging plan including the most beneficial dredging cycle, in terms of bypassing sand at the inlet, should be established for current conditions as well as for conditions with the proposed expanded sedimentation basin. Place all beach compatible dredged material on downdrift beaches in eroded areas. Location for placement of material shall be on areas most in need and environmentally suited. As a minimum, bypassing of material shall meet average annual placement objectives as stated in the sediment budget (see 4) below).
- 2)

Dredge interior inlet flood tidal shoal and place beach quality material on downdrift beaches.

Sediment quality and method of transportation to spoil site must be resolved prior to application for permit.
- 3)

Investigate options which include modifications to the north jetty and expansion of the sedimentation basin.

Proposed alternatives must facilitate the continued bypassing of sand, consistent with Section 161.142, Florida Statutes.
- 4)

Investigate options which include modifications to the north jetty and expansion shall be formally validated or redefined based on a comprehensive monitoring plan by December 31, 2000.

UPDATED INLET MANAGEMENT PLAN

2016

St. Lucie Inlet Management Plan

FINAL ORDER ADOPTING

ST. LUCIE INLET MANAGEMENT PLAN

WHEREAS on August 7, 1995, the Florida Department of Environmental Protection (Department) adopted the St. Lucie Inlet Management Study Implementation Plan, which established inlet sand bypassing objectives, calling for studies to modify jetties and expand the sediment basin, and calling for implementation of a comprehensive beach and offshore monitoring program and to revalidate the adopted sediment budget, and

WHEREAS the existing inlet protocol to bypass all beach compatible dredged material to downdrift beaches in eroded¹ areas was determined by the sediment budget developed in the study, *St. Lucie Inlet Management Plan* (ATM, 1995), which was conducted in partnership with Martin County, and

WHEREAS the sand bypassing objectives of the St. Lucie Inlet Management Study Implementation Plan directed the placement of the inlet maintenance dredging material on the Jupiter Island beaches south of the inlet, and

WHEREAS in 2008, the Florida Legislature amended Section 161.142, Florida Statutes, finding, “It is in the public interest to replicate the natural drift of sand which is interrupted or altered by inlets to be replaced and for each level of government to undertake all reasonable efforts to maximize inlet sand bypassing to ensure that beach-quality sand is placed on adjacent eroding beaches. Such activities cannot make up for the historical sand deficits caused by inlets but shall be designed to balance the sediment budget of the inlet and adjacent beaches and extend the life of proximate beach-restoration projects so that periodic nourishment is needed less frequently”, and

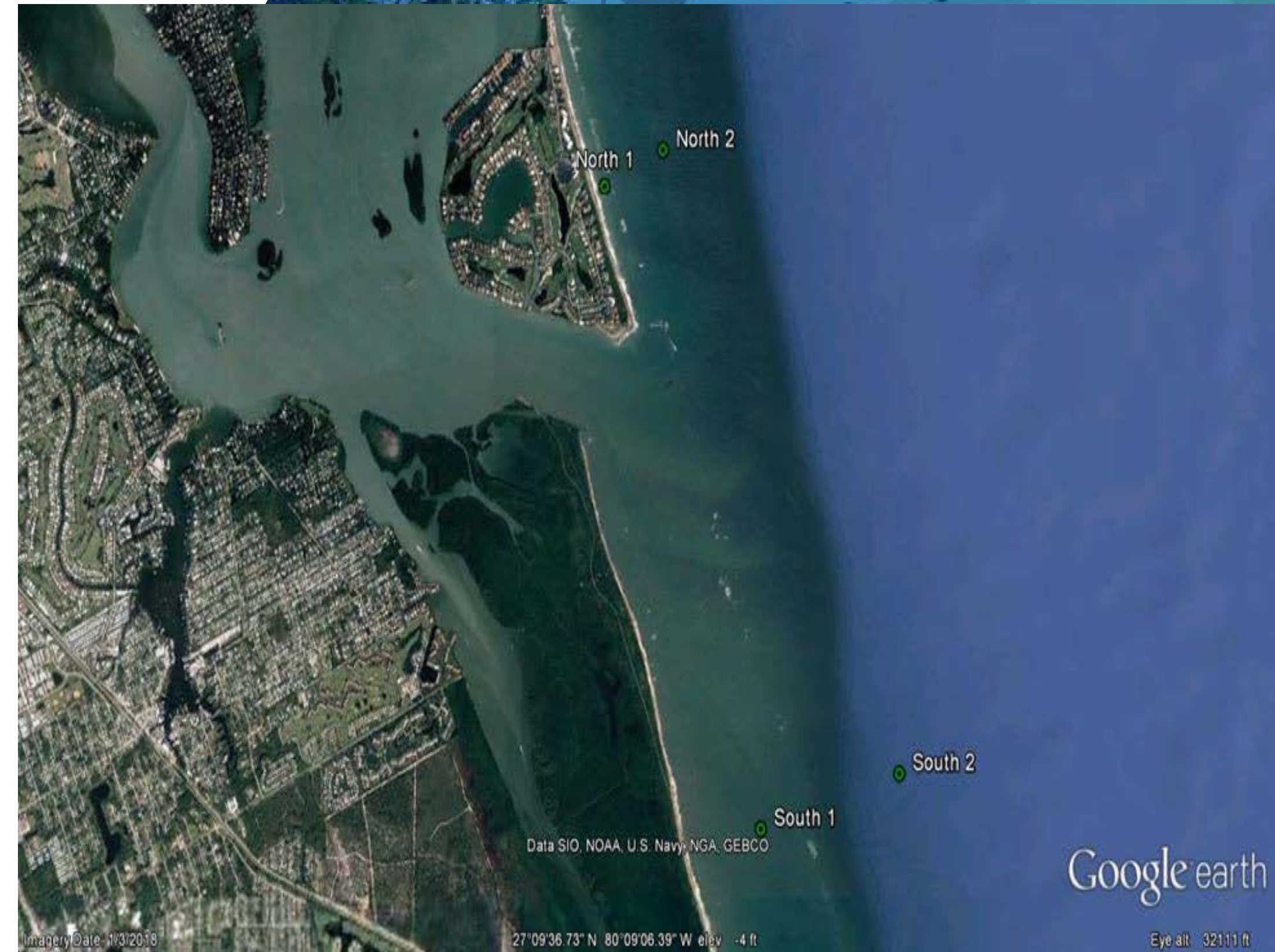
WHEREAS Martin County contracted with Applied Coastal Research and Engineering, Inc., to compile new and historical data and information regarding coastal processes and inlet and shoreline dynamics, and to update the inlet sediment budget as reported in *2014 Updated St. Lucie Inlet Sediment Budget* (Ramsey et al, 2014), and

¹ As used in this document, the term “erosion” means wearing away of land or the removal of consolidated or unconsolidated material from the coastal system by wind or wave action, storm surge, tidal or littoral currents or surface water runoff. As used in this document, the term “accretion” means the buildup of land or accumulation of unconsolidated material within the coastal system caused by wind and wave action, storm surge, or tidal or littoral currents. The description of coastal processes in this document are not intended to affect title to real property or real property boundaries.



SEDIMENT BUDGET UPDATE

DATA COLLECTION



MARTIN COUNTY
PUBLICWORKS
@WORK



Questions?



Agenda Item Summary

File ID: 21-0748

DPQJ-1

Meeting Date: 6/8/2021

PLACEMENT: Departmental - Quasi-Judicial

TITLE:

REQUEST FOR A VARIANCE TO ALLOW THE ISSUANCE OF A BUILDING PERMIT ON A LEGAL LOT OF RECORD THAT DOES NOT FRONT ON AN OPEN ROAD BUT HAS ACCESS VIA AN EASEMENT

EXECUTIVE SUMMARY:

Pursuant to Section 4.843.K.1.c, Land Development Regulations, this is a request from Island Party Rentals of South Florida, Inc. for a variance to allow the issuance of a building permit on a legal lot of record that does not front on an open road, but has access to an open road established by a recorded easement no more than ¼ mile (1,320 feet) long.

DEPARTMENT: Public Works

PREPARED BY: **Name:** Thomas Walker, Jr., PSM
Title: County Surveyor

REQUESTED BY: Island Party Rentals of South Florida, Inc.

PRESET:

PROCEDURES: Quasi-Judicial

BACKGROUND/RELATED STRATEGIC GOAL:

Pursuant to Section 4.843.K.1.c, Land Development Regulations, Island Party Rentals of South Florida, Inc., has requested that the Board of County Commissioners grant a variance to allow the issuance of a building permit on a legal lot of record that does not front on an open road. The parcel does have access to an open road established by a recorded easement no more than ¼ mile (1,320 feet) long. The parcel is described in Exhibit "A" as the East one-half of Tract 13, Section 34, Township 38 South, Range 40 East, according to the Plat thereof of PALM CITY FARMS, as recorded in Plat Book 6, Page 42, of the Public Records of Palm Beach (no Martin) County, Florida. The only existing structure on the subject parcel is an open pole bar that did not require a building permit.

According to Section 4.843.K.1.c, Land Development Regulations, the Board of County Commissioners may grant a variance that allows a building permit on a lot not fronting an open road provided that the Board determines the following:

1. It is a legal lot of record; and
2. The lot has legal access to an open road that is:
 - a) Reasonable and practical; and

- b) In general conformity to the style and character of the neighborhood; and
 - c) Established by recorded easement no more than ¼ mile (1,320 feet) long; and
3. The variance does not create an undue burden on the County's provision of public safety or public services.

Staff's analysis of the required determinations follows:

1. The subject lot is a legal lot of record originally split in April 2000 in accordance with section 4.911.C.1., Land Development Regulations. The parent Tract 13 was established pursuant to the plat of Palm City Farms recorded in 1916.
2. The lot has reasonable and practical access to an open road in conformity with the character of the surrounding neighborhood that does not exceed ¼ mile (1,320 feet) in length. Access to the lot is established by an easement recorded in Official Records Book 2892, Page 1553, Public Records of Martin County, Florida.
3. The continued use of the existing driveway by the applicant would not place undue burden on the County's provision of public safety or services.

The Board of County Commissioners has asked to be advised as to whether a parcel associated with a variance request is within the Urban Service District boundary and if the parcel is located within Pal Mar or the Palm Beach Heights subdivisions. The subject parcel is not within the Primary Urban Service District nor is it near Pal Mar or the Palm Beach Heights subdivisions.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

Because this request involves the application of a policy 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 that is based on a correct application of the law and competent substantial evidence in the record.

RECOMMENDED ACTION:

RECOMMENDATION

1. Move that the Board receive and file this Agenda Item Summary and all of its attachments for the record as Exhibit 1.
2. Move that the Board adopt the Resolution to grant a variance that allows the issuance of building permits on the property described in Exhibit A, subject to a demonstration of compliance with all other applicable criteria.

ALTERNATIVE RECOMMENDATIONS

Direct the 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:

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

March 11, 2021

VIA HAND-DELIVERY

Tom Walker
Martin County Public Works Department
2401 SE Monterey Road
Stuart, FL 34994

Re: **Open Road Frontage Variance Application**
PCN: 343840000013000000
Owner/Applicant: Island Party Rentals of South Florida, Inc.

Dear Mr. Walker:

Our firm represents the owner of the above-referenced Property and submits this Open Road Frontage Variance on its behalf. The Property is located in Palm City Farms, an area of significant residential development, and the neighboring properties to the north, east, and west each have homes on them. However, because this Property and its parent lot do not front an open road, the Board of County Commissioners' approval is required for issuance of a building permit for the Property, pursuant to Section 4.843.K.1.c of the Martin County Land Development Regulations.

The Property is a legal lot of record, having been lawfully split in accordance with Section 4.911.C.1 in April of 2000, and has reasonable and practical access to an open road in conformity with the character of the surrounding neighborhood that does not exceed ¼ mile in length. Continued use of the existing access by the applicant's residence and its western neighbor would not place undue burden on the County's provision of public safety or services. The deed, which describes an easement for access, is enclosed herewith.

The applicant respectfully requests that the Board grant a variance that allows issuance of building permits for the Property. Notice to the fee simple owners of the property encumbered by the private easement will be provided at least fourteen days prior to the Board's hearing this application. Please do not hesitate to contact us should you require anything further in connection with this application.

Very truly yours,



Christen Spake
CLS/dd

cls@mccarthysummers.com

cc: Client

Terence P. McCarthy *
Robert P. Summers *
Steven J. Wood **
Kenneth A. Norman
Nicola J. Boone Melby ***
Owen Schultz
Margaret E. Wood

Donna R. McMillan
Jessica M. Van Valkenburgh
Christen Spake
Kimberly A. Ryan
David A. Lewis

*Board Certified
Real Estate Lawyer

**Board Certified Wills,
Trusts & Estates Lawyer

***Board Certified
Elder Law Lawyer



MARTIN COUNTY PUBLIC WORKS DEPARTMENT
OPEN ROAD FRONTAGE VARIANCE REQUEST
 IN ACCORDANCE WITH SECTION 4.843.K
 LAND DEVELOPMENT REGULATION

FOR YOUR REFERENCE THERE IS A PUBLIC MAP SHOWING OPEN ROADS WITHIN MARTIN COUNTY.
 THE MAP CAN BE FOUND HERE: http://geoweb.martin.fl.us/roadway_assets/

INSTRUCTIONS: HAND DELIVER OR MAIL COMPLETED FORM, PAYMENT FOR ROAD OPENING VARIANCE FEE (\$370) AND ALL SUPPORTING DOCUMENTS TO: MARTIN COUNTY SURVEYING DIVISION
 2401 SE MONTEREY ROAD
 STUART, FL 34996

MAKE CHECK PAYABLE TO **MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS**

ROAD OPENING VARIANCE FEE: \$370 (AS SET FORTH IN RESOLUTION NUMBER 16-3.20 BY THE BOARD OF COUNTY COMMISSIONERS)

APPLICANT:

NAME Island Party Rentals of South Florida, Inc. PHONE NO. 772-286-1700
 E-MAIL ADDRESS c/o Terence P. McCarthy, tpm@mccarthysummers.com
 ADDRESS c/o Terence P. McCarthy, Esq. -- 2400 SE Federal Hwy., 4th Floor
 CITY, STATE Stuart FL ZIP CODE 34994

PROPERTY INFORMATION:

PROPERTY ID NUMBER 343840000013000000
 ADDRESS Unassigned.

LEGAL DESCRIPTION East 1/2 of Tract 13, Section 34, Township 38 South, Range 40 East, according to the Plat thereof of Palm City Farms, as recorded in Plat Book 6, Page 42, of the Public Records of Palm Beach (now Martin) County, Florida.

SHOWN ON PLAT (NAME OF SUBDIVISION OR DEVELOPMENT)
Palm City Farms

SUPPORTING DOCUMENTS ATTACHED:


☒ DEED(S)/TITLE REPORT OR COMMITMENT

☐ SURVEY(S)

☒ RECORDED EASEMENT(S)


 APPLICANT'S SIGNATURE

 DATE


INSTR # 2607021
OR BK 2892 PG 1553
(2 Pgs)
RECORDED 11/29/2016 10:15:42 AM
CAROLYN TIMMANN
MARTIN COUNTY CLERK
DEED DOC TAX \$2,348.50

Return To and Prepared By:
Buetens & Buetens Attys.
8965 SE Bridge Rd Suite 10
Hobe Sound, FL 33455
772-546-6633

Property Appraisers Parcel I.D. Number:
34-38-40-000-013000.0-0

WARRANTY DEED

Made this 28th day of November, 2016 by TA ESTATES LLC, a Florida Corporation, whose address is 2575 SE Federal Highway, Suite 102, Stuart, FL 34994, hereinafter called the grantor, to

ISLAND PARTY RENTALS OF SOUTH FLORIDA, INC., a Florida Corporation, whose address is 201 SW Flagler Ave., Stuart, FL 34994, hereinafter called the grantee:

Witnesseth:

that the grantor, for and in consideration of the sum of \$10.00, and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Martin County, Florida, viz:

Being the East one-half of Tract 13, Section 34, Township 38 South, Range 40 East, according to the Plat thereof of PALM CITY FARMS, as recorded in Plat Book 6, Page 42, of the Public Records of Pam Beach (now Martin) County, Florida.

TOGETHER WITH an easement hereby granted and created for ingress, egress, drainage and utilities over, upon, under and across the East 30.00 feet of the West 45.00 feet of the East one-half of Tract 4, of said Section, which easement is perpetual and exclusive, and is appurtenant to and shall run with said East one-half of Tract 13, and shall be in favor of Grantees, their successors and assigns forever, and which easement shall burden the East one-half of Tract 4 and binding upon the owners of said East one-half of Tract 4, their successors and assigns forever.

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

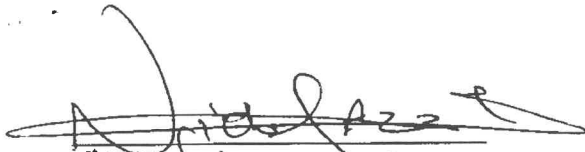
TO HAVE AND TO HOLD,

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, 2015.

IN WITNESS WHEREOF,

the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:



1st Witness signature

NSIDAL Azz
Witness print name



2nd Witness signature

ERIC BUETENS
Witness print name

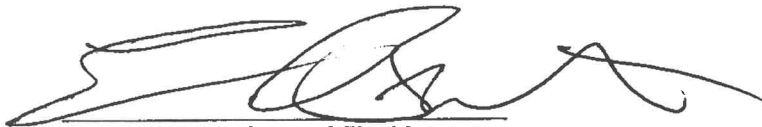


TA ESTATES LLC by
FRANCOIS LAFLAMME, OWNER OF
TA ESTATES LLC

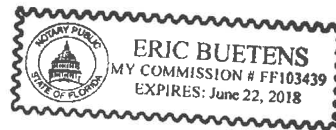
STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared ^{FRANCOIS LAFLAMME, OWNER OF} TA ESTATES LLC who ___ 1. is/are personally known to me or ☒ 2. has/have produced FL driver license(s), who executed the foregoing Instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the State and County aforesaid, this 28th day of November, 2016.



Notary Public, State of Florida
Commission Number and Expiration Date:





MARTIN COUNTY
PUBLIC WORKS DEPARTMENT
LOCATION MAP

**ISLAND PARTY RENTALS
OF SOUTH FLORIDA, INC.
VARIANCE TO OPEN ROAD
FRONTAGE REQUIREMENT**



EXHIBIT ONLY

01430876

00 APR 28 PM 3:32

Instrument Prepared by and Return to:
Christopher J. Twohey, Esq.
BAUER & TWOHEY, P.A.
312 Denver Avenue
Stuart, FL 34994
(Without Examination of Title)

DOC-DEED \$ 70 MARSHA STILLER
DOC-MTG \$ _____ MARTIN COUNTY
DOC-ASM \$ _____ CLERK OF CIRCUIT COURT
INT. TAX \$ _____ BY [Signature] D.C.

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 17 day of April, 2000, by **ROBERT M. POST, III, a/k/a ROBERT POST, III**, a single man, whose post office address is P.O. Box 518, Indiantown, Florida 34956, first party to **ROBERT M. POST, III**, a single man, whose post office address is P.O. Box 518, Indiantown, Florida 34956, second party.

WITNESSETH, That said first party, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Martin, State of Florida, to wit:

Being the East one-half of Tract 13, Section 34, Township 38 South, Range 40 East, according to the Plat of PALM CITY FARMS, as recorded in Plat Book 6, Page 42, public records of Palm Beach (now Martin) County, Florida.

Subject to an easement for ingress, egress, drainage and utilities over the West 15.00 feet thereof.

TOGETHER WITH an easement for ingress, egress, drainage and utilities over the East 30.00 feet of the West 45.00 feet of the East one-half of Tract 4, of said Section 34.

Containing 5 acres, more or less.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behalf of the said second party forever.

AND the second party does hereby covenant with the first party that the second party expressly assumes and agrees to be responsible for any and all costs associated with the above described premises, including but not limited to the obligation to make payments of all mortgages, taxes and hazard insurance, and the second party will indemnify and hold harmless the first party from any and all claims relating to same.

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

Signed, sealed and delivered
in the presence of:

Witness

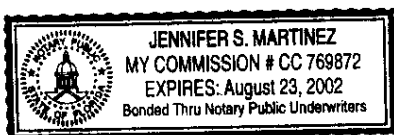
[Signature]
ROBERT M. POST, III

P.O. Box 518
Indiantown, Florida 34956

Witness

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 17th day of April, 2000, by **ROBERT M. POST, III, a/k/a ROBERT POST, III**, who is personally known to me or who has/have produced _____ (type of identification) as identification and who did (not) take an oath.



[Signature]
Notary Public - State of Florida
Notary Print Name: _____

OR BK 1 4 7 6 PGO 8 6 6

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

RESOLUTION NUMBER _____

**A RESOLUTION GRANTING A VARIANCE TO ALLOW THE
ISSUANCE OF A BUILDING PERMIT ON A LOT NOT
FRONTING AN OPEN ROAD**

WHEREAS, pursuant to Section 4.843.K.1.c, Land Development Regulations, Martin County Code, Island Party Rentals of South Florida, Inc. requested that the Board of County Commissioners grant a variance to allow the issuance of a building permit on the property described in Exhibit A, attached hereto, which does not front on an open road.

WHEREAS, after considering the request on June 8, 2021, the Board of County Commissioners determined that the conditions required by Section 4.843.K.1.c, Land Development Regulations, Martin County Code (LDR, MCC) have been met.

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

Pursuant to the provisions of Section 4.843.K.1.c, LDR, MCC, a variance is hereby granted to allow the issuance of a building permit on the property described in Exhibit A, which does not front on an open road, subject to a demonstration of compliance with all other applicable criteria.

DULY PASSED AND ADOPTED THIS 8th DAY OF JUNE 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


 INSTR # 2607021
 OR BK 2892 PG 1553
 (2 Pgs)
 RECORDED 11/29/2016 10:15:42 AM
 CAROLYN TIMMANN
 MARTIN COUNTY CLERK
 DEED DOC TAX \$2,348.50

Return To and Prepared By:
 Buetens & Buetens Attys.
 8965 SE Bridge Rd Suite 10
 Hobe Sound, FL 33455
 772-546-6633

Property Appraisers Parcel I.D. Number:
 34-38-40-000-013000.0-0

WARRANTY DEED

Made this 28th day of November, 2016 by TA ESTATES LLC, a Florida Corporation, whose address is 2575 SE Federal Highway, Suite 102, Stuart, FL 34994, hereinafter called the grantor, to

ISLAND PARTY RENTALS OF SOUTH FLORIDA, INC., a Florida Corporation, whose address is 201 SW Flagler Ave., Stuart, FL 34994, hereinafter called the grantee:

Witnesseth:

that the grantor, for and in consideration of the sum of \$10.00, and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Martin County, Florida, viz:

Being the East one-half of Tract 13, Section 34, Township 38 South, Range 40 East, according to the Plat thereof of PALM CITY FARMS, as recorded in Plat Book 6, Page 42, of the Public Records of Pam Beach (now Martin) County, Florida.

TOGETHER WITH an easement hereby granted and created for ingress, egress, drainage and utilities over, upon, under and across the East 30.00 feet of the West 45.00 feet of the East one-half of Tract 4, of said Section, which easement is perpetual and exclusive, and is appurtenant to and shall run with said East one-half of Tract 13, and shall be in favor of Grantees, their successors and assigns forever, and which easement shall burden the East one-half of Tract 4 and binding upon the owners of said East one-half of Tract 4, their successors and assigns forever.

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

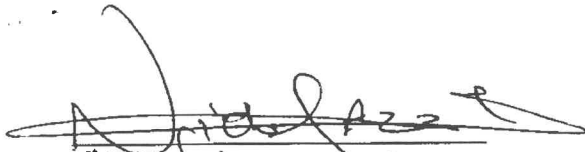
TO HAVE AND TO HOLD,

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, 2015.

IN WITNESS WHEREOF,

the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:



1st Witness signature

NSIDAL Azz
Witness print name



2nd Witness signature

ERIC BUETENS
Witness print name

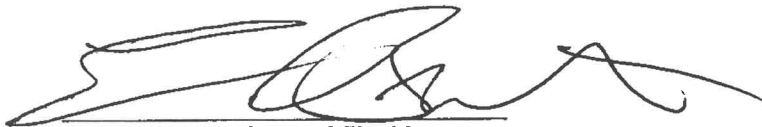


TA ESTATES LLC by
FRANCOIS LAFLAMME, OWNER OF
TA ESTATES LLC

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared ^{FRANCOIS LAFLAMME, OWNER OF} TA ESTATES LLC who ___ 1. is/are personally known to me or ☒ 2. has/have produced FL driver license(s), who executed the foregoing Instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the State and County aforesaid, this 28th day of November, 2016.



Notary Public, State of Florida
Commission Number and Expiration Date:

