

BOARD OF COUNTY COMMISSIONERS

FINAL AGENDA 9/28/21 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 - Final Fiscal Year 2021/2022 Budget Public Hearing (PH-2)

5:05 PM - Public Comment

CALL TO ORDER

- 1. INVOCATION Pastor David Grachek, First Presbyterian Church of Stuart
- 2. PLEDGE OF ALLEGIANCE Hal Davis, US Army Infantry Commander highly decorated Vietnam Veteran
- 3. ADDITIONAL ITEMS
- 4. APPROVAL OF AGENDA
- 5. APPROVAL OF CONSENT AGENDA

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

PROCLAMATIONS AND SPECIAL PRESENTATIONS

PROC-1 PRESENT PROCLAMATIONS PREVIOUSLY APPROVED VIA THE CONSENT AGENDA

The Chair will present the proclamations declaring Fire Prevention Week, Falls Prevention Awareness Month, and 4-H Week in Martin County, Florida.

Agenda Item: 21-1028

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: 21-0873

(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 August 28, 2021 and September 10, 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: 21-0877

CNST-3 AFFORDABLE HOUSING ADVISORY COMMITTEE APPOINTMENTS

After solicitation of applicants, the Board is asked to make the necessary appointments to the Affordable Housing Advisory Committee.

Agenda Item: 21-1025

CNST-4 BOARDS AND COMMITTEES STATUS REPORT

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

Agenda Item: 21-0879

CNST-5 ADOPT A PROCLAMATION DECLARING MANUFACTURING MONTH IN MARTIN COUNTY, FLORIDA

The Board is asked to adopt a proclamation declaring Manufacturing Month in Martin County, Florida.

Agenda Item: 21-0722

CNST-6 AIPP - MANATEE GATEWAY PELICAN SCULPTURES

In 2020, the Art in Public Places Public Art Advisory Committee (AIPP) (PAAC) and the Port Salerno Community Redevelopment Area (CRA) approved funding for four (4) metal pelican sculptures to be placed at the Manatee Gateway. Unfortunately, the artist that was awarded this project is unable to manufacture and install the pelicans. A new artist, with new pelican renderings, has come forward.

Agenda Item: 22-0048

COUNTY ATTORNEY

CNST-7 INTERLOCAL AGREEMENT BETWEEN MARTIN COUNTY AND THE TOWN OF SEWALL'S POINT TO PROVIDE TEMPORARY BUILDING OFFICIAL. INSPECTION AND PLAN REVIEW SERVICES

This proposed Interlocal Agreement between Martin County and the Town of Sewall's Point represents an agreement which previously existed between Martin County and the Town of Jupiter Island and is proposed as a result of a request by the Town of Sewall's Point for Martin County to provide occasional Building Official, Inspection and Plan Review services on an as-needed basis at the request of the Town of Sewall's Point. This proposed Interlocal Agreement is retro-active September 1st, which results from an Administrative approval to provide inspections only, due to the absence of the Town of Sewall's Point Building Official.

Agenda Item: 22-0068

PUBLIC WORKS

CNST-8 APPROVAL OF A SALES CONTRACT FOR THE ACQUISITION OF 8456 SE FERN STREET IN HOBE SOUND AND ADOPTION OF A RESOLUTION APPROVING AND ACCEPTING A WARRANTY DEED FROM RENEE MCCLAIN

This is a request for approval of an "As Is" Sales Contract for the acquisition of a property located at 8456 SE Fern Street, Hobe Sound, which was identified as needed for additional flood attenuation and adoption of a resolution approving and accepting a Warranty Deed from Renee McClain, a single woman.

Agenda Item: 22-0073

PUBLIC HEARINGS

PH-1 PUBLIC HEARING TO CONSIDER ADOPTION OF AN ORDINANCE REPEALING ARTICLE 6 RELATING TO TOBACCO PRODUCTS AND AMENDING ARTICLE 7 RELATING TO ELECTRONIC NICOTINE DELIVERY DEVICES OF CHAPTER 87, GENERAL ORDINANCES, MARTIN COUNTY CODE

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

Agenda Item: 21-1048

PH-2 FINAL FISCAL YEAR 2022/2022 BUDGET PUBLIC HEARING

There will be an outline of the public hearing procedures followed by an overview and review/approval of the Resolutions.

Agenda Item: 21-0881

PUBLIC HEARING QUASI-JUDICIAL

PHQJ-1 D.R. HORTON, INC. REQUESTS APPROVAL OF REZONING TO PLANNED UNIT DEVELOPMENT THROUGH A PUD ZONING AGREEMENT INCLUDING A MASTER/FINAL SITE PLAN FOR THE PRESERVE AT PARK PLACE PROJECT (V038-002)

D.R. Horton, Inc. requests approval of rezoning to a Planned Unit Development (PUD) zoning district classification through The Preserve at Park Trace PUD Zoning Agreement. Included is a master/final site plan for the development of a 114-lot single family subdivision and the associated infrastructure on an approximate 97-acre parcel located on the south side of SE Cove Road at the SE Willoughby Boulevard intersection in Stuart. Included is a request for a Certificate of Public Facilities Reservation.

Agenda Item: 21-1093

Supplemental Memorandum

DEPARTMENTAL QUASI-JUDICIAL

GROWTH MANAGEMENT

DPQJ-1 PULTE GROUP REQUESTS FINAL SITE PLAN APPROVAL FOR PHASE 1 OF THE HIGHPOINTE PUD PROJECT (C148-009)

This is a request for Phase 1 final site plan approval for the Highpointe PUD (fka Pulte at Christ Fellowship). The final site plan includes 94 single family lots and the associated infrastructure on approximately 175 acres of the 321-acre project. Phase 1 also includes the 20-acre site proposed for donation to Operation 300. The Highpointe project is located on the east side of SW Pratt Whitney Road approximately one mile east of SW Kanner Highway in Stuart. Included with the application is a request for a Certificate of Public Facilities Reservation.

Agenda Item: 22-0041

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: 21-0876

Supplemental Memorandum (7 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: 21-0875

Supplemental Memorandum (3 items)

PUBLIC - PLEASE LIMIT COMMENTS TO THREE MINUTES.

ADJOURN

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Agenda Item Summary

File ID: 21-1028 PROC-1 Meeting Date: 9/28/2021

PLACEMENT: Proclamations and Special Presentations

TITLE:

PRESENT PROCLAMATIONS PREVIOUSLY APPROVED VIA THE CONSENT AGENDA

EXECUTIVE SUMMARY:

The Chair will present the proclamations declaring Fire Prevention Week, Falls Prevention Awareness Month, and 4-H Week in Martin County, Florida.

DEPARTMENT: Administration

PREPARED BY: Name: Donna Gordon

Title: Executive Aide

REQUESTED BY: Kassandra Schilling, Communications Specialist

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Present a proclamation **declaring Fire Prevention Week** in Martin County, Florida Recipients: **Douglas Killane**, Fire Marshal; **Colin Dooley**, Deputy Fire Marshal, **Josh Jenkins**, Community Risk Reduction Specialist; **Kris Hansen**, Fire Inspector; and **Christina Eberhardt**, Fire Prevention Support Specialist

Present a proclamation **declaring Falls Prevention Awareness Month** in Martin County, Florida Recipient: **Audrey Burzynski** in honor of "Hap" Harrington, founder of Floridians Fighting Falls

Present a proclamation declaring 4-H Week in Martin County, Florida

Recipient: Natalie Parkell, Martin County 4-H Agent

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

n/a

RECOMMENDED ACTION:			
RECOMMENDATION Move that the Chair present the p	roclamations.		
ALTERNATIVE RECOMMENDATION Move that the Board provide alternative			
FISCAL IMPACT:			
RECOMMENDATION None			
ALTERNATIVE RECOMMENDATION	TIONS		
DOCUMENT(S) REQUIRING AC	TION:		
☐ Budget Transfer / Amendment☐ Grant / Application☐ Other:	☐ Chair Letter ☐ Notice	□Ordinance	☐ Contract / Agreement ☐ Resolution



Agenda Item Summary

File ID: 21-0873 CNST-1 Meeting Date: 9/28/2021 No Items

PLACEMENT: Consent

TITLE:

CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL

EXECUTIVE SUMMARY:

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

DEPARTMENT: Administration

PREPARED BY: Name: Krysti Brotherton

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.

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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 A	CHON:		
☐Budget Transfer / Amendmen	t 🛘 Chair Lette	er	☐Contract / Agreement
☐Grant / Application	□Notice	□Ordinance	Resolution
□Other·			

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Agenda Item Summary

File ID: 21-0877 CNST-2 Meeting Date: 9/28/2021

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 August 28, 2021 and September 10, 2021. Additional details related to these disbursements may be viewed in the office of the Martin County Clerk of Court and Comptroller or on the Clerk's website.

DEPARTMENT: Administration

PREPARED BY: Name: Donna Gordon

Title: Executive Aide

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

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

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

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

n/a

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board approve the 2021 and authorize the Chair to s		or the period Augus	st 28, 2021 through September 10
ALTERNATIVE RECOMMENDA n/a	TIONS		
FISCAL IMPACT:			
RECOMMENDATION None			
ALTERNATIVE RECOMMENDA None	TIONS		
DOCUMENT(S) REQUIRING AC	CTION:		
☐Budget Transfer / Amendment	□ Chair Lette	r	☐Contract / Agreement
☐Grant / Application	□Notice	□Ordinance	□Resolution
☑Other: Warrant List			



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

September 13, 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 August 28, 2021 - September 10, 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 August 28, 2021 and September 10, 2021. Details related to individual disbursements may be requested through the office of the Martin County Clerk of Court and Comptroller or viewed at https://www.martin.fl.us/check-registry, using search criteria such as Payee/Vendor Name, Check Number, Vendor Invoice Number, and/or Minimum Amount. Additional information about accessing public records in the custody of the Clerk of the Circuit Court and Comptroller can be found at https://www.martinclerk.com/256/Public-Records or by emailing RecordRequest@martinclerk.com or calling 772-288-5576.



Martin County Board Disbursements



August 28, 2021 thru September 10, 2021

Disbursement Type	Check Range		Total
ACH / WIRES	G1100307-G1100314; !0008081-!0008113; !0008118-!0008144	\$	3,152,326.80
Check Disbursements	B1111295-B1111618; B1111694	\$	5,207,028.76
Utility Refund Checks	B1111619-B1111693	\$	8,579.47
P-Card	F1100210; F1100213	\$	64,495.31
E-Payable	E1100509-E1100531	\$	1,380,443.10
Wires	*see below	77.6	\$1,430,330.05
Payroll Checks	6000827-6000840	\$	4,104.38
Payroll Direct Deposits	900520336-900521426	\$	1,812,527.48
	Total Disbursements		\$13,059,835.35
* Wire Detail:	Blue Cross Blue Shield		\$794,633.83
	Lease		\$133,687.96
	Debt Service		\$502,008.26

Prepared By: Kaleana Williams	<u>9/13/2021</u> Date
Accounting Supervisor, Finance Division	
Carolyn Timmann Date: 2021.09.14 13:53:52 -04'00'	
Carolyn Timmann	Date
Clerk of the Circuit Court & Comptroller	



Agenda Item Summary

File ID: 21-1025 CNST-3 Meeting Date: 9/28/2021

PLACEMENT: Consent

TITLE:

AFFORDABLE HOUSING ADVISORY COMMITTEE APPOINTMENTS

EXECUTIVE SUMMARY:

After solicitation of applicants, the Board is asked to make the necessary appointments to the Affordable Housing Advisory Committee.

DEPARTMENT: Administration

PREPARED BY: Name: Donna Gordon

Title: Executive Aide

REQUESTED BY: Dawn Cobb, Staff Liaison & Housing Program Coordinator

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Affordable Housing Advisory Committee is organized pursuant to Section 21.256, General Ordinances, Martin County Code. At the August 25, 2020 Board of County Commissioners (BCC) meeting, the Board approved Ordinance 1139 which included modifying the membership of the Affordable Housing Advisory Committee to include a County Commissioner as a member, consistent with changes in Florida Statutes.

The Committee shall consist of at least eight but not more than eleven members who shall be appointed by resolution of the BCC. Five members shall constitute a quorum. The Committee shall consist of one County Commissioner and one representative from at least six of the following categories:

- a citizen who is actively engaged in the residential homebuilding industry in connection with affordable housing;
- a citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing;
- a citizen who is a representative of those areas of labor actively engaged in homebuilding in connection with affordable housing;
- a citizen who is actively engaged as an advocate for low income persons in connection with affordable housing;

- a citizen who is actively engaged as a for-profit provider of affordable housing;
- a citizen who is actively engaged as a not-for-profit provider of affordable housing;
- a citizen who is actively engaged as a real estate professional in connection with affordable housing;
- a citizen who actively serves on the Local Planning Agency (pursuant to Section 163.3174 Fla. Stat.);
- a citizen who resides within Martin County;
- a citizen who represents employers within Martin County; and
- a citizen who represents essential service personnel -- any person in need of affordable housing, who is employed by a company or organization located within Martin County, including, but not limited to, teachers and educators, police and fire personnel, health care personnel, and all building trades personnel.

The Affordable Housing Advisory Committee typically meets in the Growth Management Department Conference Room at 3:30 PM every month. Their agendas are published to the County's web site in a timely manner.

The Administration Staff advised the following that their terms will expire on October 13, 2021. The incumbents were provided an Application for Appointment to complete and return if so desired.

- Chester Edwards Citizen actively engaged in the residential homebuilding industry in connection with affordable housing
- **Michael Dooley** Citizen actively engaged as a real estate professional in connection with affordable housing

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

The Administration Staff will advise Mr. Edwards and Mr. Dooley of the Commission's decision which will include Sunshine Law information.

<u>ISSUES</u>:

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 re-appoint Chester Edwards and Michael Dooley to the Affordable Housing Advisory Committee for terms to begin October 14, 2021 and end October 13, 2023.
- Move that the Board authorize the Chair to sign the Resolution of Appointment.

ALTERNATIVE RECOMMENDA	TIONS				
Pull this item from the Consent A	genda and dire	ct staff accordingly.			
FISCAL IMPACT:					
RECOMMENDATION					
None					
ALTERNATIVE RECOMMENDA	ALTERNATIVE RECOMMENDATIONS				
None					
DOCUMENT(S) REQUIRING AC	TION:				
☐Budget Transfer / Amendment	☐ Chair Lette	r	☐Contract / Agreement		
☐Grant / Application	□Notice	□Ordinance	⊠Resolution		
☐Other:					

Affordable Housing Advisory Committee

Created Pursuant to Code s. 21.256 Amended Pursuant to Ordinance 1139 on August 25, 2020

Powers & Duties:

Recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. Evaluate the incentives contained in the Martin County local housing incentive plan and make recommendations for its amendment as needed to encourage or facilitate the creation or maintenance of affordable housing. Review the Martin County Local Housing Assistance Plan (SHIP) before its submission for adoption or amendment to the Board of County Commissioners (BCC). Review applications for SHIP funds by community-based organizations or eligible sponsors and provide recommendations for funding of these applications to the BCC. Function as the review committee set forth in the local housing assistance plan to advise and monitor the SHIP program, evaluate requests for exceptions from the regulations in accordance with the procedures set forth in the local housing assistance plan, and to hear appeals from decisions made by the SHIP program administrator.

How Appointed:

The Committee shall consist of at least eight but not more than eleven members who shall be appointed by resolution of the BCC. Five members shall constitute a quorum. The Committee shall consist of one County Commissioner, or designee, and one representative from at least six of the following categories:

- 1. A citizen who is actively engaged in the residential homebuilding industry in connection with affordable housing;
- 2. A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing;
- 3. A citizen who is a representative of those areas of labor actively engaged in homebuilding in connection with affordable housing;
- 4. A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing;
- 5. A citizen who is actively engaged as a for-profit provider of affordable housing;
- 6. A citizen who is actively engaged as a not-for-profit provider of affordable housing;
- 7. A citizen who is actively engaged as a real estate professional in connection with affordable housing:
- 8. A citizen who actively serves on the Local Planning Agency (pursuant to Section 163.3174 Fla. Stat.):
- 9. A citizen who resides within Martin County;
- 10. A citizen who represents employers within Martin County;
- 11. A citizen who represents essential service personnel -- any person in need of affordable housing, who is employed by a company or organization located within Martin County, including, but not limited to, teachers and educators, police and fire personnel, health care personnel, and all building trades personnel.

Terms:

As of the effective date of the ordinance (March 28, 2017), up to six members of the Committee shall be appointed for a three-year term and up to five members shall be appointed for a two-year term. Thereafter, at the end of each members' term, the member may be reappointed for a two-year term or replaced with a member who shall be appointed for a two-year term. Appointments to fill a vacancy shall be for the remainder of the unexpired term.

Meetings: Meetings shall be held quarterly or more frequently as necessary.

Staff Liaison: Michelle Miller, Human Services Administrator

Member	Position	Appointed	Term End
Edward V.	County Commissioner, or designee	10/01/2020	11/16/2021
Ciampi			
Chester	Citizen actively engaged in the residential homebuilding	10/14/2008	10/13/2021
Edwards	industry in connection with affordable housing		
	Citizen who is actively engaged in the banking or mortgage		
~	banking industry in connection with affordable housing		
~	Citizen who is a representative of those areas of labor		
	actively engaged in homebuilding in connection with affordable housing		
	Citizen who is actively engaged as an advocate for low		
~	income persons in connection with affordable housing		
~	Citizen who is actively engaged as a for-profit provider of affordable housing		
Debra S. Stull	Citizen actively engaged as a not-for-profit provider of affordable housing	11/18/2020	11/17/2022
Michael Dooley	Citizen actively engaged as a real estate professional in	10/14/2019	10/13/2021
	connection with affordable housing		
William	Local Planning Agency Member	11/18/2020	11/17/2022
Flanagan			
Jesse	Citizen who resides within Martin County	01/09/2018	01/08/2022
Nasianceno			
Craig F.	Citizen who resides within Martin County	05/22/2018	05/21/2022
Bauzenberger, Sr.			
Jennifer Davis	Citizen who resides within Martin County	05/22/2018	05/21/2022
Lisa Hazlett	Citizen who resides within Martin County	01/07/2020	01/08/2022
Roberts	ĺ		
Nicki B. van	Citizen who resides within Martin County	5/22/2020	5/21/2022
Vonno	ĺ		
~	Citizen who represents employers within Martin County		
Teena White	Citizen who represents essential service personnel	04/23/2013	11/17/2022
			1

The Committee shall consist of at least 8 but not more than 11 members & shall consist of 1 County Commissioner and 1 representative from at least 6 of the categories.

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- Sec. 21.256. Affordable Housing Advisory Committee (AHAC).
 - 21.256.A There is hereby established the Martin County AHAC, whose members shall be appointed by . resolution of the Board of County Commissioners.
 - 21.256.B The committee shall consist of at least eight but not more than eleven members. Five members shall constitute a quorum. The committee may not take formal action unless a quorum is present but may meet to hear presentations if duly noticed. The committee shall consist of one County Commissioner and one representative from at least six of the following categories:
 - 1. A citizen who is actively engaged in the residential home building industry in connection with affordable housing;
 - 2. A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing;
 - 3. A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing;
 - 4. A citizen who is actively engaged as an advocate for low income persons in connection with affordable housing;
 - 5. A citizen who is actively engaged as a for-profit provider of affordable housing;
 - 6. A citizen who is actively engaged as a not-for-profit provider of affordable housing;
 - 7. A citizen who is actively engaged as a real estate professional in connection with affordable housing;
 - 8. A citizen who actively serves on the local planning agency pursuant to Section 163.3174, Fla. Stat.;
 - 9. A citizen who resides within Martin County;
 - 10. A citizen who represents employers within Martin County;
 - 11. A citizen who represents essential service personnel, as defined in the local housing assistance plan.
 - 21.256.C As of the effective date of this ordinance, up to six members of the AHAC shall be appointed for a . three-year term and up to five members of the AHAC shall be appointed for a two-year term. Thereafter, at the end of each member's term, the member may be reappointed for a two-year term or replaced with a member who shall be appointed for a two-year term. Appointments to fill a vacancy shall be for the remainder of the unexpired term.
 - 21.256.D Meetings shall be held quarterly, or more frequently as necessary.
 - · 21.256.E. AHAC shall comply with the Government in the Sunshine Law, the public records law and the special provisions regarding notice of plan considerations found in F.S. ch. 420. The County Commissioner serving on the AHAC, or a locally elected designee, must attend biannual regional workshops convened and administered under the Affordable Housing Catalyst Program as provided in F.S. § 420.531(2). If the County Commissioner,

or locally elected designee, fails to attend three consecutive regional workshops, the Florida Housing Finance Corporation may withhold funds pending the person's attendance at the next regularly scheduled biannual meeting.

- 21.256.F. The AHAC shall annually elect a chairman, vice-chairman and such other officers as it deems necessary. The chairman is charged with the duty of conducting the meetings in a manner consistent with law.
- 21.256.G Staff, administrative and facility support for the AHAC shall be provided by the Board of County . Commissioners with State Housing Initiatives Partnership Program (SHIP) administrative funds.
- 21.256.H The AHAC shall have the following on-going duties:
 - 1. Recommending specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value;
 - 2. Evaluating the incentives contained in the Martin County local housing incentive plan and making recommendations for its amendment as needed to encourage or facilitate the creation or maintenance of affordable housing;
 - 3. Reviewing the Martin County Local Housing Assistance Plan (LHAP) before its submission for adoption or amendment to the Board of County Commissioners;
 - 4. Reviewing applications for SHIP funds by community-based organizations or eligible sponsors and providing recommendations for funding of these applications to the Board of County Commissioners;
 - 5. The AHAC will function as the review committee set forth in the local housing assistance plan to advise and monitor the SHIP program, evaluate requests for exceptions from the regulations, in accordance with the procedures set forth in the local housing assistance plan, and to hear appeals from decisions made by the SHIP program administrator;
- 21.256.I. Annually, the AHAC shall review the County's established policies and procedures, ordinances, land development regulations, and comprehensive plan and shall recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The recommendations may include the modifications or repeal of existing policies, procedures, ordinances, regulations or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances or plan provisions, including recommendations to amend the County's comprehensive plan and corresponding regulations, ordinances, and other policies. At a minimum, the AHAC shall submit an annual report to the Board of County Commissioners and to the Florida Housing Finance Corporation which includes recommendations on the implementation of affordable housing incentives in the following areas:
 - 1. The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects.
 - 2. The support of development near transportation hubs and major employment centers and

mixed-use developments.

- 3. All allowable fee waivers provided for the development or construction of affordable housing.
- 4. The allowance of flexibility in densities for affordable housing.
- 5. The reservation of infrastructure capacity for housing of very low-income persons, low income persons, and moderate-income persons.
- 6. Affordable accessory residential units.
- 7. The reduction of parking and setback requirements for affordable housing.
- 8. The allowance of flexible lot configurations, including zero lot line configurations for affordable housing.
- 9. The modification of street requirements for affordable housing.
- 10. The establishment of a process by which the local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- 11. The preparation of a printed inventory of locally owned public lands suitable for affordable housing. The AHAC may also make recommendations on other affordable housing incentives identified by the AHAC.

The AHAC recommendations may also include other affordable housing incentives identified by the AHAC. If the County receives the minimum allocation under the SHIP Program, it shall perform an initial review but may elect not to perform the annual review.

- 21.256.J. The approval by the AHAC of its local housing incentive strategies recommendations and its review of local government implementation of previously recommended strategies must be made by affirmative vote of a majority of the membership of the AHAC conducted at a public hearing. Notice of the time, date and place of the public hearing of the AHAC to adopt a final affordable housing incentive recommendation shall be advertised in a newspaper of general circulation in the County before the scheduled hearing. The notice of the public meeting must contain a short, concise summary of the affordable housing initiative recommendations to be considered by the AHAC. The notice shall also state the place where a copy of the tentative AHAC recommendations can be obtained by interested persons.
- 21.256.K The AHAC shall make available its recommendations to the public, those entities with whom it . has local housing partnerships and the Board of County Commissioners.

(Ord. No. 742, pt. 3, 2-6-2007; Ord. No. 805, pt. 1, 8-21-2008; Ord. No. 884, pt. 1, 10-5-2010; Ord. No. 1017, pt. 1, 3-28-2017; Ord. No. 1139, pt. 1, 8-25-2020)

Cross reference— Administration, ch. 1.

State Law reference— Affordable housing advisory committee, F.S. § 420.9076(2).

www.martin.fl.us

2401 SE Monterey Road, Stuart, Florida 34996

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For immediate release: August 9, 2021

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

Affordable Housing Advisory Committee Vacancies

The Martin County Board of County Commissioners is seeking applications from individuals interested in volunteering to serve on the **Affordable Housing Advisory Committee**. All individuals serve without compensation and are requested to submit an Application for Appointment to Martin County Administration by Friday, August 27, 2021. For an Application, please call Martin County Administration at 288.5756 or send email to dgordon@martin.fl.us.

Committee Powers & Duties:

Recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. Evaluate the incentives contained in the Martin County local housing incentive plan and make recommendations for its amendment as needed to encourage or facilitate the creation or maintenance of affordable housing. Review the Martin County Local Housing Assistance Plan (SHIP) before its submission for adoption or amendment to the Board of County Commissioners (BCC). Review applications for SHIP funds by community-based organizations or eligible sponsors and provide recommendations for funding of these applications to the BCC. Function as the review committee set forth in the local housing assistance plan to advise and monitor the SHIP program, evaluate requests for exceptions from the regulations in accordance with the procedures set forth in the local housing assistance plan, and to hear appeals from decisions made by the SHIP program administrator.

Vacant positions:

The Committee shall consist of at least eight but not more than 11 members who shall be appointed by resolution of the Board of County Commissioners. The Committee shall consist of one County Commissioner and one representative from at least six of the following categories:

- A citizen who is actively engaged in the residential homebuilding industry in connection with affordable housing;
- A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing;
- A citizen who is a representative of those areas of labor actively engaged in homebuilding in connection with affordable housing;
- A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing;
- A citizen who is actively engaged as a for-profit provider of affordable housing;

- A citizen who is actively engaged as a not-for-profit provider of affordable housing;
- A citizen who is actively engaged as a real estate professional in connection with affordable housing;
- A citizen who actively serves on the Local Planning Agency (pursuant to Section 163.3174 Fla. Stat.);
- A citizen who represents employers within Martin County;
- A citizen who represents essential service personnel -- any person in need of affordable housing, who is employed by a company or organization located within Martin County, including, but not limited to, teachers and educators, police and fire personnel, health care personnel, and all building trades personnel.

These are two-year terms.

Meetings are typically held every other month at 3:30 pm at the Administrative Center, 2401 SE Monterey Road, Stuart. The next meetings are scheduled for: September 1 and November 3.

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

~end~

DG/ADM

BEFORE THE BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 21-9.x

A RESOLUTION PERTAINING TO THE APPOINTMENT OF MEMBERS TO THE AFFORDABLE HOUSING ADVISORY COMMITTEE

WHEREAS, the Affordable Housing Advisory Committee is organized pursuant to Section 21.256, General Ordinances, Martin County Code; and

WHEREAS, Section 21.256, General Ordinances, Martin County Code 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 Affordable Housing Advisory Committee.

NOW THEREFORE BE IT RESOLVED THAT, the Board of County Commissioners hereby appoints the following individuals to serve on the Affordable Housing Advisory Committee for terms as listed below.

NAME	REPRESENTS	TERM BEGINS	TERM ENDS
Chester Edwards	Citizen actively engaged in the Residential Homebuilding Industry in Connection with Affordable Housing	10/14/2021	10/13/2023
Michael Dooley	Citizen actively engaged as a real Estate Professional in connection with Affordable Housing	10/14/2021	10/13/2023

Duly adopted this 28th day of September 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

☐ Citizen actively engaged as a for-profit provider of affordable h ☐ Citizen actively engaged as a real estate professional <i>in conne</i> ☐ Citizen actively engaged in residential homebuilding industry <i>ii</i> ☐ Citizen representative of areas of labor actively engaged in home citizen who represents employers within Martin County	ection w/affordable housing
☐ Citizen who represents essential service personnel☐ Citizen who resides within Martin County☐ Local Planning Agency Member	RECEIVED By Donna Gordon at 1:08 pm, Aug 19, 20.
Check One: Mr. ☐ Mrs. ☐ Ms. ☐ Miss ☐ Dr.	l'accusaberet
Name:	incumpent
Residence Address: 6304 5W Busch St.	PAINLTY, FL 34990 Street - City - Zip Code
Mailing Address:(if different)	Street - City - Zip Code
Commission District in which you reside: Staff will o	complete.
Are you available year-round to attend meetings? ✓ yes □ no It	f no , what months <u>are</u> you available?
Telephone numbers: daytime: 12-12-119 alternate: 12-16 Area Codes are considered 772 unless you note otherwise.	
EMAIL: NESTAL HOUSING @ Con Cas	V. NEV
Have you ever pled guilty or "no contest" to a crime, been convicted prosecution deferred, been placed on probation, received a suspended with any offense (except minor traffic violations)? Please show a intoxicated (DUI) convictions. □ yes ☑ no If yes, please provide the	d sentence or forfeited bail in connection
TYPE OF OFFENCES:	
DATES:	
PLACES (city/state):	
SENTENCES OR FINES:	
	→ CONTINUED →

Education: Mich School GRADIATE
Employment Experience: 40 years in Manufactures & Monlan Home Marista
32 YEARS IN BUSINES (SAME) 26 YEARS IN MANTIN GENTS
Other Experience - How do you qualify for the Type of Member selected?
All facts of Manufatures & hospital Montas Home
INDVSAM, REAL KEDARE SELECTION, DOMING, Bulaine + 100 ES,
+ lost FEMA, SHAVE + Jocal ExpENIENT.
Community Experience and Affiliations:
MAKEN LOUNTY PRICE BOARD MEMBER AND PRESIDENT
Other County Boards/Committees/Task Forces on which you have served:
Do you or any member of your immediate family work for Martin County or hold a position that might conflict with your duties for this Board/Committee/Task Force? If yes, please explain:
REFERENCES: Please list two references:
HOWARD HEIMS, P.A.
 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.
1/2/20
Signature:
Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 by Friday, August 27, 2021. All information submitted becomes public record. If you have any

questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.

APPLICATION FOR APPOINTMENT – Martin County Affordable Housing Advisory Committee – Please Print

Type of Member (explain HOW you qualify for the category und Citizen who is actively engaged as a not-for-profit provider of afformation of Citizen actively engaged as an advocate for low income persons. □ Citizen who is actively engaged in the banking/mortgage banking w/affordable housing □ Citizen actively engaged as a for-profit provider of affordable house Citizen actively engaged as a real estate professional in connection Citizen actively engaged in residential homebuilding industry in colonical Citizen representative of areas of labor actively engaged in home □ Citizen who represents employers within Martin County □ Citizen who resides within Martin County □ Citizen who resides within Martin County □ Local Planning Agency Member	ordablehousing in connection w/affordable housing industry in connection sing ion w/affordablehousing onnection w/affordable housing
Check One: ☑ Mr. □ Mrs. □ Ms. □ Miss □ Dr.	
Name:	RECEIVED By Donna Gordon at 10:29 am, Aug 11, 2021
Residence Address: 8454 52 LAGOON DR., HOSE SON	Stroot City Zin Codo
Mailing Address: Po. Box 1166, Hobe Sound, Ft 3 (if different)	Street - City - Zip Code
Commission District in which you reside: 3dg Staff will com	
Are you available year-round to attend meetings? ALL MONTHS WITH EXCEPTION OF JULY	, what months <u>are</u> you available?
Telephone numbers: daytime: 712. \$46.7355 alternate: 772.204.	4457 alternate:
EMAIL: HSLDOOLEY & GMAIL, COM	
Have you ever pled guilty or "no contest" to a crime, been convicted of prosecution deferred, been placed on probation, received a suspended serwith any offense (except minor traffic violations)? Please show all context of the following th	ntence or forfeited bail in connection convictions, including driving while
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? □ ves □ no Education: Some Course Employment Experience: 44 YRS AS REAL ESTATE AGENT BROKER. Other Experience - How do you qualify for the Type of Member selected? 1. ACTUELY ENGAGED AS A REAL STATE BROKER, SEETING DATLY NEEDS 2. DEVELOPER OF MOLTE FAMILY AFFORDABLE HOUSEAG COMMONDY. 3. FOUNDED, CHARR OF "SUPPORT HOMEOWNERS HIT BRALL" NOT-FOR PROFET ADVISORY COMMETTES, MEMBER OF BEARD OF ADDVSTMENT. Other County Boards/Committees/Task Forces on which you have served: Do you or any member of your immediate family work for Martin County or hold a position that might conflict with your duties for this Board/Committee/Task Force? If yes, please explain: REFERENCES: Please list two references: HERYL LAMBERT RES. OF FLORIDA REALTORS MARCGARDAD, P.A. 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:	Mosley	Date: \$\ \ \ \ \ \ \ \ \ \ \ \ \ \
		- 0.1.1.

Applications must be filed with Martin County Administration, 2401 SE Monterey Road, Stuart, Florida 34996 by Friday, August 27, 2021. All information submitted becomes public record. If you have any questions, please call (772) 221-1352 or send email to dgordon@martin.fl.us.



Agenda Item Summary

File ID: 21-0879 CNST-4 Meeting Date: 9/28/2021

PLACEMENT: Consent

TITLE:

BOARDS AND COMMITTEES STATUS REPORT

EXECUTIVE SUMMARY:

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

DEPARTMENT: Administration

PREPARED BY: Name: Donna Gordon

Title: Executive Aide

REQUESTED BY:

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Attached is the Status Report.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

n/a

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board accept the Status Report.

ALTERNATIVE RECOMMENDATIONS

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

FISCAL IMPACT:

RECOMMENDATION None					
ALTERNATIVE RECOMMENDATIONS None					
DOCUMENT(S) REQUIRING ACCUMENT(S) REQUIRING ACCUMENT(S) REQUIRING ACCUMENT Amendment ☐ Budget Transfer / Amendment ☐ Grant / Application ☐ Other:		r □Ordinance	☐Contract / Agreement☐Resolution		

BOARDS AND COMMITTEES STATUS REPORT

All Information Releases relative to board/committee vacancies are emailed via Constant Contact to the County Connection and Local Media email lists which includes local Chambers of Commerce, local businesses, local media, and citizens (over 2,100 recipients). Information Releases are also posted to the County's web page under News.

Affordable Housing Advisory Committee

Two terms will expire in October. Administration is soliciting applicants, and the item to appoint members will go to the Board on September 28, 2021.

Agriculture and Natural Resources Advisory Committee

One of the non-profits (Localecopia) closed.

Airport Noise Advisory Committee

Nothing to note.

Animal Care and Control Oversight Board

Nothing to note.

Board of Zoning Adjustment

A member's term will expire in November. Administration is soliciting applicants, and the item to appoint an individual will go to the BCC on November 2.

Business Development Board

Nothing to note.

Community Development Block Grant Citizen Advisory Task Force

There are two vacancies. Administration is soliciting applicants, and the item to appoint an individual will go to the BCC on November 2.

Community Redevelopment Agency & Public Art Site Selection Committee

Nothing to note.

Comprehensive Economic Development Strategy Committee of the Treasure Coast Regional Planning Council *

Nothing to note.

Construction Industry Licensing Board

Three members' terms will expire in November. Administration is soliciting applicants, and the item to appoint individuals will go to the BCC on November 2.

County Health Care Review Board

Nothing to note.

Drug and Alcohol Abuse Awareness Committee

Nothing to note.

Early Learning Coalition of Indian River, Martin & Okeechobee Counties *

Indian River, Martin & Okeechobee Counties rotate in serving four year terms. Martin County will serve again July 1, 2029.

Emergency Medical Services Advisory Council

Nothing to note.

Environmental Control Hearing Board

Nothing to note.

Fair Housing Board

Com Dist. 1 representative position has been vacant since November 2016.

Health Facilities Authority

Nothing to note.

Historic Preservation Board

Nothing to note.

Industrial Development Authority *

Nothing to note.

Land Acquisition Selection Committee

Inactive. The members' terms are expired, but County staff does not want to disband the Committee until all of the Lands for You funds have been used.

Library Board of Trustees

Nothing to note.

Local Planning Agency

Nothing to note.

Neighborhood Advisory Committees (NAC)

Golden Gate – Nothing to note.

Hobe Sound – There are two vacancies.

Jensen Beach – Nothing to note.

Old Palm City – There is one vacancy.

Port Salerno – Nothing to note.

Rio – There are two vacancies.

Administration is soliciting applicants, and the item to appoint individuals will go to the BCC on November 2.

Parks and Recreation Advisory Board

Com Dist. 1 representative position is vacant.

Tourist Development Council

Nothing to note.

Treasure Coast Community Action Agency Advisory Board *

Nothing to note.

Treasure Coast Health Council *

A member's term will expire in November. Administration is soliciting applicants, and the item to appoint an individual will go to the BCC on November 2.

Value Adjustment Board

Nothing to note.

* = Not established by the BCC, however, the BCC appoints individuals.

BCC = Board of County Commissioners



[County Seal]

DGordon

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Agenda Item Summary

File ID: 21-0722 CNST-5 Meeting Date: 9/28/2021

PLACEMENT: Consent

TITLE:

ADOPT A PROCLAMATION DECLARING MANUFACTURING MONTH IN MARTIN COUNTY, FLORIDA

EXECUTIVE SUMMARY:

The Board is asked to adopt a proclamation declaring Manufacturing Month in Martin County, Florida.

DEPARTMENT: Administration

PREPARED BY: Name: Donna Gordon

Title: Executive Aide

REQUESTED BY: Kassandra Schilling, Communications Specialist

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Board is asked to adopt the proclamation that will be presented on October 5, 2021.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the proclamation that will be presented on October 5, 2021.

ALTERNATIVE RECOMMENDATIONS

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

FISCAL IMPACT:

RECOMMENDATION				
None				
ALTERNATIVE RECOMMENDATIONS None				
DOCUMENT(S) REQUIRING ACTION:				
□ Budget Transfer / Amendment □ Chair Letter □ Contract / Agreement				
☐ Grant / Application ☐ Notice ☐ Ordinance ☐ Resolution				
□Other: Proclamation (1)				
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Before the Board of County Commissioners Alartín County, Florida

A Proclamation

Declaring Manufacturing Month in Martin County, Florida

Whereas, Martin County is committed to building a stronger, healthier, more resilient economy; and

Martin County is diversifying its economy and strengthening its workforce by collaborating with local, regional and state partners to improve its business climate and at-place assets where good jobs are created and businesses are encouraged to grow; and

Thereas, manufacturing is a top industry in Martin County with a Gross Regional Product of \$994 million and Annual Worker Earnings of \$53,664; and

Phereas. recognizing October as Manufacturing Month is an opportunity to celebrate the manufacturers who call Martin County home, educate the community on the important role they play in our local economy and inspire the next generation of manufacturing talent to work locally; and

Whereas, Martin County recognizes and thanks all professionals, agencies and organizations who support and assist Martin County's and the Treasure Coast's manufacturing industry and economy.

Now, therefore, be it proclaimed by the Martin County Board of County Commissioners that October 2021 shall be known, dedicated and set aside as Manufacturing Month in Martin County, Florida, and the Board of County Commissioners urges all citizens to join in recognizing the value of our manufacturers and the importance they serve locally, regionally, nationally, and globally.

Presented this Fifth Day of October 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

35

EDWARD V. CIAMPI, COMMISSIONER



Agenda Item Summary

File ID: 22-0048 CNST-6 Meeting Date: 9/28/2021

PLACEMENT: Consent

TITLE:

AIPP - MANATEE GATEWAY PELICAN SCULPTURES

EXECUTIVE SUMMARY:

In 2020, the Art in Public Places Public Art Advisory Committee (AIPP) (PAAC) and the Port Salerno Community Redevelopment Area (CRA) approved funding for four (4) metal pelican sculptures to be placed at the Manatee Gateway. Unfortunately, the artist that was awarded this project is unable to manufacture and install the pelicans. A new artist, with new pelican renderings, has come forward.

DEPARTMENT: Administration

PREPARED BY: Name: Susan Kores

Title: Manager, Office of Community Development

REQUESTED BY: Susan Kores, Manager, Office of Community Development

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Manatee Gateway was an AIPP/CRA project that included the design and construction of a streetscape along AIA as well as the creation of the "Manatee Pocket Walk" designed to link the north and south sides of Port Salerno along A1A. The PAAC collaborated with the Port Salerno CRA on the creation of the public art and chose the bridge near AIA and Salerno Road as the artwork site. The artist Sue Lampert was chosen and her "Oceans Alive" metal artwork reflects aquatic life on the metal gateway on the bridge, with additional art pieces mounted on the concrete walls of the bridge creating a flow of metal art. The installation was complete in 2012 and included curved, teak benches and 4 concrete and wooden cubes to hold sails.

In the past several years, the PAAC has worked hard to repair, refresh and refurbish the County's public art inventory. The Manatee Gateway has been on the list for refurbishment of the benches and the concrete and wooden cubes. The benches were recently completed.

The PAAC and the Port Salerno CRA can provide funding for new artwork for the Gateway. To further that aim, Mr. Ken Timblin, a local metal artist, has offered some conceptual designs of pieces that could be installed in this location. The attached power point shows those potential designs along with costs and information about him and his work.

costs were brought to the Public additional costs (\$21,200.00) we Salerno Neighborhood Advisor	c Art Committee ere unanimously ry Committee	e on July 26, 2021 approved. The ne (NAC) on Augus	the Gateway. The new designs and and both the project funds and the ew designs were brought to the Porst 12, 2021 and the NAC voted rd the project from their Creative
ISSUES:			
None			
LEGAL SUFFICIENCY REVIEW	<u>/</u> :		
This item has been reviewed for law, has identified and addresse			ether it is consistent with applicable strategies for legal defensibility.
RECOMMENDED ACTION:			
RECOMMENDATION			
Move that the Board approve the	e Manatee Gate	way Pelican proje	ct.
ALTERNATIVE RECOMMENDA Pull this item from the Consent A		ect staff accordingl	y.
FISCAL IMPACT:			
RECOMMENDATION			
None			
ALTERNATIVE RECOMMENDA None	ATIONS		
DOCUMENT(S) REQUIRING A	CTION:		
☐Budget Transfer / Amendmen	t 🛘 Chair Lette	er	☐ Contract / Agreement
☐ Grant / Application	□Notice	□Ordinance	Resolution
☐Other:			
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Page 2 of 2

Ken Timblin, Sr.

As a child, I was always fascinated watching my grandfather work in his shop. He was a very creative man who always thought outside the box. From creating a new tool for his business to coming up with a new way of doing things, he was always changing how things could be done.

I remember watching him join two pieces of metal together simply by using a 'stick' or 'fire'. Later, as I got older, I learned he was welding with a stick welder or oxy acetylene torch. What he was doing, and what I currently do, still fascinate me.

As a husband, I have been blessed with a wife who is extremely supportive of my creative and eccentric personality. She has the ability to keep me grounded and focused when I'm chasing squirrels. She is my muse and my lightening rod that always brings me back from my head in the clouds.

As a father, I am blessed to have an amazing cerebral palsy warrior who constantly shows me that anything is possible with the right support structure in place. He makes me want to be better in all aspects of my life. As I make and build things for him, I am also teaching him that all goals can be achieved.

Currently, I am employed as a machinist for our men and women serving in the military. I have spoken with many active and retired military seeking an outlet for their PTSD and with others who have always wanted to create with their hands. They want to create something they can be proud of, something they can relieve the stress of service through. I routinely offer advice on materials or ideas that may inspire them to create.

As I continue my journey through the world of art, I strive for my creations to inspire others. I hope my artwork can influence others to bring their dreams and ideas to existence using whichever art medium they desire.

Pelicans in Port Salerno

By Ken Timblin



Pelican Sculptures

All pelican sculptures will be built to be approximately four feet tall and made entirely of stainless steel materials (such as sheet metal, tubing, and/or chain).

The pelican body and beak will be constructed of stainless steel patchwork pieces.

Pelican on Stump

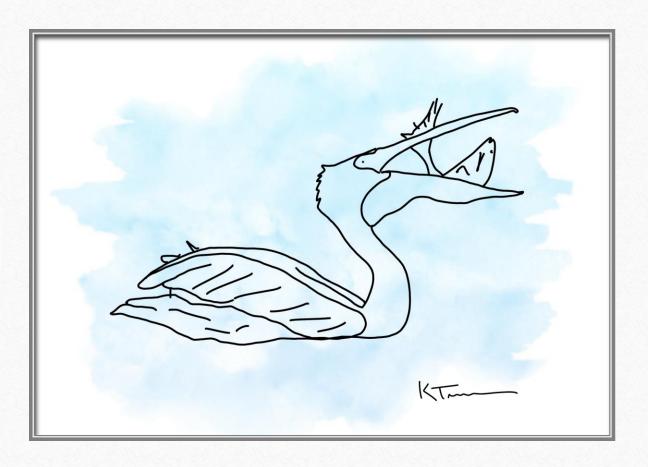
- 'Stump' will have an abstract look to give the illusion of a tree stump or pole
- 'Stump' portion will not exceed 4" in overall pelican height



Eggs in Nest

- •Pelican will be sitting in nest with 3 smooth 'river stones' as eggs
- 'Eggs' will be secured to nest
- •Nest will be made from stainless steel wire tubing



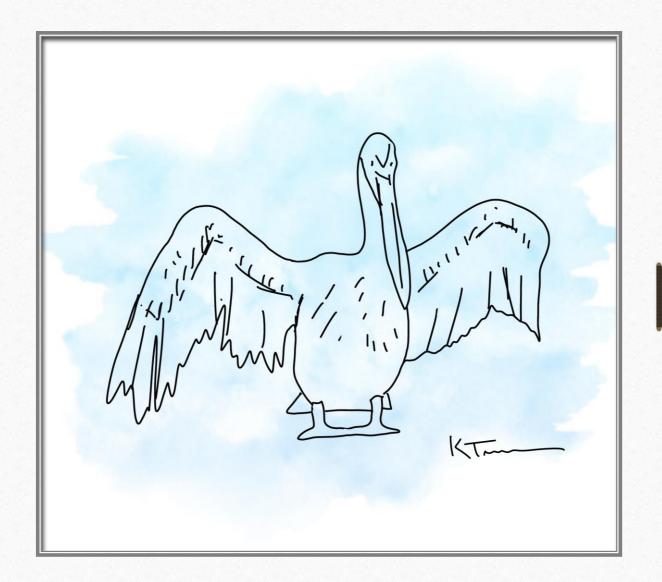


Fish in Mouth

- The abstract fish will be hanging out of the side of the mouth
- Beak made from chain and strips
- Fish made from sheet metal and chain securely attached to the beak

Ready for Flight

- Pelican to appear perched and ready for flight
- Wings will have a slight kinetic flow by hanging the 'feathers' to allow motion
- Feathers will be attached to wing using stainless steel rings and strips
- Wing length and position to be determined



Mounting

Tops of boxes:

- A cement insert will be fabricated to add additional support and mounting capabilities. The cement insert will have access in it to securely attach it to the existing tie downs.
- The stainless-steel top cap will then attach to the box with three evenly spaced bolts on each side.
- The standing pelicans will have three points of contact, attaching them to the top cap. The nesting pelican will have multiple points of contact.

Additional Information

- Leaving open areas throughout the design will allow for wind to pass through and could potentially make a whimsical musical sound
- As with leaving any metal in the direct sunlight, the temperature of the stainless steel will rise. However, the breeze from the water should keep the metal cool enough not to pose any issues.
- As the pieces come to life, if glass is an achievable addition and an enhancement of the designs, it could be added. For example, replacing the "river stone eggs" with glass.

Artist Quote

- 1. Four (4) Stainless Steel Pelican Sculptures; each 4 \$38,000.00 foot high and substantially true to the renderings and drawings submitted for review and approved for the Manatee Gateway.
- 2. This includes delivery and installation of each to a cement box.
- 3. Maintenance Plan: Power wash every six months.
- 3. Estimated time frame is +/- 3 months from contract signing to fabrication completion, not including delivery and installation.

TOTAL COST

\$ 38,000.00

Total Project Cost

Artwork \$38,000.00 Structural Engineer 1,700.00 AIPP Signage 125.00 Art Opening 350.00

TOTAL COST

\$ 40,075.00

Ken's Work















Board of County Commissioners

Agenda Item Summary

File ID: 22-0068 CNST-7 Meeting Date: 9/28/2021

PLACEMENT: Consent

TITLE:

INTERLOCAL AGREEMENT BETWEEN MARTIN COUNTY AND THE TOWN OF SEWALL'S POINT TO PROVIDE TEMPORARY BUILDING OFFICIAL, INSPECTION AND PLAN REVIEW SERVICES

EXECUTIVE SUMMARY:

This proposed Interlocal Agreement between Martin County and the Town of Sewall's Point represents an agreement which previously existed between Martin County and the Town of Jupiter Island and is proposed as a result of a request by the Town of Sewall's Point for Martin County to provide occasional Building Official, Inspection and Plan Review services on an as-needed basis at the request of the Town of Sewall's Point. This proposed Interlocal Agreement is retro-active September 1st, which results from an Administrative approval to provide inspections only, due to the absence of the Town of Sewall's Point Building Official.

DEPARTMENT: County Attorney

PREPARED BY: Name: Sarah W. Woods

Title: County Attorney

REQUESTED BY: Town of Sewall's Point

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

- 1. Agreement/Contract drafted by: Town of Sewall's Point
- 2. Parties to the Agreement/Contract: Martin County and the Town of Sewall's Point.
- **3. Purpose of the Agreement/Contract:** Temporary provision of Building Official, Inspection and Plan Review Services.
- **4. New / Renewal / Modified:** This is a new Interlocal Agreement between Martin County Board of Commissioners and the Town of Sewall's Point.

5. Duration: This Interlocal Agreement provides for one year of se	ervices with options to renew.
6. Benefits to Martin County: Intergovernmental Cooperation.	
 Cost to Martin County (annual and potential total): Al recovered by the Interlocal Agreement. 	I costs to Martin County are
ISSUES:	
None	
LEGAL SUFFICIENCY REVIEW:	
This item has been reviewed for legal sufficiency to determine whether law and has identified and addressed legal risks.	er it is consistent with applicable
RECOMMENDED ACTION:	
RECOMMENDATION	
Move that the Board approve the Interlocal Agreement.	
ALTERNATIVE RECOMMENDATIONS	
Pull this item from the Consent Agenda and provide direction to staff.	
FISCAL IMPACT:	
RECOMMENDATION	
The Town of Sewall's Point will reimburse Martin County at a rate of Official's time, at a rate of \$117.50/hour for the Assistant Building \$105/hour for an Inspector's/Plan Reviewer's time.	
ALTERNATIVE RECOMMENDATIONS	
None	
DOCUMENT(S) REQUIRING ACTION:	
	Contract / Agreement
	Resolution
☐Other:	
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INTERLOCAL AGREEMENT BETWEEN MARTIN COUNTY AND THE TOWN OF SEWALL'S POINT FOR THE TEMPORARY PROVISION OF BUILDING OFFICIAL, INSPECTION AND PLAN REVIEW SERVICES

THIS INTERLOCAL AGREEMENT is made by and between Martin County, a political subdivision of the State of Florida (the "County") and the Town of Sewall's Point, a Florida municipal corporation (the "Town").

WITNESSETH:

WHEREAS, the parties are authorized to enter into this Interlocal Agreement pursuant to Section 163.01, Florida Statutes; and

WHEREAS, the Town desires to enter into an Interlocal agreement with Martin County to provide certain Building Inspection related services on an as needed basis in the absence of the Town's Building Official and/or other key staff, to review building permits and conduct construction inspections as requested by the Town, for compliance with the Florida Building Code; and

WHEREAS, the County has agreed to authorize its Building Official through its Building Department to provide such services as needed, to the extent that the provision of these services do not interfere in the opinion of the County's Building Official, with the efficient operation of its own Building Department; and

WHEREAS, the Town will provide all other review and determinations, including but not limited to, compliance with Town ordinances, zoning code regulations and its comprehensive plan; and

WHEREAS, the Town will be responsible for any disputes or appeals arising out of the issuance or denial of a building permit and/or the passing or failure of a building inspection.

NOW, THEREFORE, the County and the Town agree that:

- 1. The above introductory clauses are hereby incorporated as specific terms of this Agreement.
- 2. The term of this Agreement shall be from September 1, 2021 through September 30, 2022. The agreement may be renewed for an additional 12 months each subsequent year if mutually agreed upon in writing.
- 3. In the event any dispute or appeal should arise concerning the denial or issuance of a building permit, the Town agrees to handle such dispute or appeal and shall indemnify and defend the County should the County be named as a party to any such dispute or appeal; however, the Town shall not indemnify or defend the County for the negligence of any County employee or official. This provision shall in no way be deemed a waiver of sovereign immunity afforded the Town and the County by Florida law and Section 768.28,

Fla. Stat., or a consent to be sued by third parties.

COMPTROLLER

- 4. As between the Town and the County, to the extent allowed by Florida law, the Town assumes responsibility for the negligence of Town employees and the County assumes responsibility for the negligence of County employees. This provision shall in no way be deemed a waiver of the sovereign immunity afforded the Town and the County by Florida law, the provisions of Section 768.28, Fla. Stat., or a consent to be sued by third parties.
- 5. This Agreement may be terminated by either party upon seventy-two (72) hours prior written notice to the other party.
- 6. As compensation for its services, the County will bill the Town monthly in an amount equal to \$130/hour for the Building Official's logged time for that month, at a rate of \$117.50/hour for the Assistant Building Official's logged time for that month and at a rate of \$105/hour for an inspector's/plan reviewer's logged time for that month. Detailed reports and substantiating data shall be provided by the County to the Town to support the invoice. The Town agrees to pay all such bills within thirty (30) days. Revised hourly rates and fees for other services may be negotiated and approved in writing by the County and Town as needed.
- 7. The Town and County agree that each shall be responsible for their own costs, including attorney fees, incurred by the parties as a result of a dispute arising between the parties concerning this Agreement.
- 8. This Interlocal Agreement shall be filed with the Martin County, Clerk of the Circuit Court, as required by Section 163.01(11), Fla. Stat.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officials on the dates stated below.

DULY EXECUTED BY MARTIN COUNTY THIS	DAY OF, 2021.
ATTEST:	BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND	STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

SARAH W. WOODS COUNTY ATTORNEY

DULY EXECUTED BY THE TOWN OF SEWALL'S POINT THIS 24 DAY OF august, 2021.

ATTEST:

TOWN OF SEWALL'S POINT

KANA MAYFIELD, MAYOR

APRIL STONCIUS, CMC

TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GLEN TORCIVIA, TOWN ATTORNEY



Board of County Commissioners

Agenda Item Summary

File ID: 22-0073 CNST-8 Meeting Date: 9/28/2021

PLACEMENT: Consent

TITLE:

APPROVAL OF A SALES CONTRACT FOR THE ACQUISITION OF 8456 SE FERN STREET IN HOBE SOUND AND ADOPTION OF A RESOLUTION APPROVING AND ACCEPTING A WARRANTY DEED FROM RENEE MCCLAIN

EXECUTIVE SUMMARY:

This is a request for approval of an "As Is" Sales Contract for the acquisition of a property located at 8456 SE Fern Street, Hobe Sound, which was identified as needed for additional flood attenuation and adoption of a resolution approving and accepting a Warranty Deed from Renee McClain, a single woman.

DEPARTMENT: Public Works

PREPARED BY: Name: Carla T. Segura, FRP

Title: Real Property Manager

REQUESTED BY: James Gorton, Public Works Director

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Agreement/Contract drafted by: Martin County

2. Parties to the Agreement/Contract: Martin County - Grantee

Renee McClain- Grantor

3. Purpose of the Agreement/Contract: Acquisition of parcel for flood attenuation

4. New/Renewal/Modification: New

5. Duration: Perpetual

6. Benefits to Martin County: Additional space for flood abatement efforts

7. Cost to Martin County: \$235,000 acquisition, plus closing costs

The subject property is located at the intersection of SE Fern Street and SE Lantana Ave in the Olympia Subdivision (Banner Lake), and the house is a repetitive loss property that has flooded at least 4-6 times in the past 20 years. Fern Street and Lantana Ave also flood in the same rain events, which impacts access for residents and emergency services. The most recent flood event occurred in September 2020. It also flooded in June/July 2020, when thirty inches (30") of rainfall was experienced in Hobe Sound over a ten-day period, which amounts to almost half the yearly expected rainfall. While this was an extreme event, recent experience has indicated that our weather norms are changing.

There is no outfall from this location, and the elevation of the road and home make a gravity outfall impractical. The intent of purchasing this property is to remove the home and create a dry retention on the lot. The dry retention will provide for additional storage of stormwater, which will reduce the frequency and duration of flooding of the roadways.

On July 12, 2021 an Appraisal for the Market Value of the property was obtained. Renee McClain has been identified as the owner of the property. An "As-Is" contract for sale and purchase of the property will be executed, along with adequate time to obtain due diligence on the property prior to final acquisition.

Funding for this project will come from the American Rescue Plan Act of 2021 ("ARPA") Funding.

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

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

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

RECOMMENDED ACTION:

RECOMMENDATION

- 1. Move that the Board approve the "As Is" Sales Contract for the acquisition of property located at 8456 SE Fern Street, Hobe Sound and authorize the County Administrator or designee to execute: and
- 2. Move that the Board adopt a resolution approving and accepting a Warranty Deed from Renee McClain, a single woman and authorize the Chair to execute any and all documents necessary to complete this transaction upon final approval by the County Attorney's office.

ALTERNATIVE RECOMMENDATIONS

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

FISCAL IMPACT:

RECOMMENDATION

\$235,000.00 purchase price with additional costs for recording fees, demolition, site grading and closing costs.

Funding Source	County Funds	Non-County Funds
Purchase Price - Acct # TBD	\$235,000.00	
Closing Costs (estimated)	\$5,000.00	
Demo/Site work	\$12,000.00	
Subtotal		
Project Total	\$252,000.00	

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:							
□ Budget Transfer / Amendment □ Chair Letter □ Contract / Agreement							
☐Grant / Application	□Notice	□Ordinance	⊠Resolution				
☐ Other:							

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MARTIN COUNTY PUBLIC WORKS DEPARTMENT REAL PROPERTY #3680

Location Map
Fern St. - Banner Lake
Acquisition





"AS IS" Residential Contract For Sale And Purchase THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

Martin County, a political subdivision of the State of Florida 2401 S.E. Monterey Road, 2nd Flr.



Stuart, Florida 34996 ATTN: Carla Segura

	X I IE	S: <u>Renee McClain, a single woman</u> Martin County, a political subdivision of the State of Florida		"Seller' "Buyer'
aare		hat Seller shall sell and Buyer shall buy the following described Real Property and F		
		vely "Property") pursuant to the terms and conditions of this AS IS Residential Contract For S		
		riders and addenda ("Contract"):	aic Aila i	uiciia
		DPERTY DESCRIPTION:		
١.				
		Street address, city, zip: 8456 SE Fern Street., Hobe Sound, FL 33455		
		Located in: <u>Martin</u> County, Florida. Property Tax ID #: <u>34-38-42-030-066-02064-5</u>		
	(c)	Real Property: The legal description is Lots 2064, 2065, 2066, Block 66 Olympia Plat No.4,	according	g to th
		Plat thereof recorded in Plat Book 2 Page 45, Public Records of Martin County, Florida		
		together with all existing improvements and fixtures, including built in appliances, built in		200
		attached wall to wall carpeting and flooring ("Real Property") unless specifically excluded in	Porograph	190 4
		the other terms of this Contract	raragrapi	1 1(0)
	(4)	Personal Property: Unless excluded in Paragraph 1(e) or by ether terms of this Contract, the	na fallawir	a itar
	(u)	research reports. Chiese executed in a larger property of by earlier terms of the contract, and	no in alcolo	19 1101
		which are ewned by Seller and existing on the Property as of the date of the initial effor a	re include	a in t
		purchase: range(e)/even(e), refrigerator(e), dishwasher(e), disposal, seiling fan(e), interest	m, light fil	xture(.
		drapery rode and draperies, blinds, window treatments, smoke detector(s), garage door opens and other access devices, and eterm shutters/panels ("Personal Property").)r(s), secu	rity go
		and other access devices, and sterm shutters/panels ("Personal Property").		
		Other Personal Property items included in this purchase are: Windows, Doors with locks and keys sha	ll be included	l.
		Personal Property is included in the Purchase Price, has no contributory value, and shall be	left for the	Buye
	(e)	The following items are excluded from the purchase: none		
		PURCHASE PRICE AND CLOSING		
_				
2.	PU	RCHASE PRICE (U.S. currency):	.\$ <u>23</u> 5	5,000.
	(a)	Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION)	.\$	0.
	` '	The initial deposit made payable and delivered to "Escrow Agent" named below		
		(CHECK ONE): (i) ☐ accompanies offer or (ii) ☒ is to be made within (if left		
		blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN		
		OPTION (ii) SHALL BE DEEMED SELECTED.		
		Escrow Agent Information: Name: <i>Robert A. Burson</i>		
		Address: 900 SE Ocean Blvd, Stuart, FL 34994	-	
			-	
	<i>(</i> 1.)	Phone: <u>772-286-1616</u> E-mail: <u>'bob@robertburson.com'</u> Fax:	_	
	(p)	Additional deposit to be delivered to Escrow Agent within (if left blank, then 10)	•	
		days after Effective Date	\$	
		(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")		
	(c)	Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8		
	` '			
	(d)	Other:		
	(d)	Other: Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire	\$	F 000
	(d)	Other:	\$	5,000.0
	(d) (e)	Other:	\$	5,000.0
3.	(d) (e)	Other: Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other COLLECTED funds	\$\$ \$235	
3.	(d) (e)	Other:	\$ 235	befo
3.	(d) (e)	Other: Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other COLLECTED funds	\$ 235 es on or hall be reto	befo urned
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3 .	(d) (e) TIM (a) (b) CLC and	Other: Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other COLLECTED funds	\$ 235 es on or hall be retidays after eller has sincaction shall be d	befourned the di igned all occieliver

5. EXTENSION OF CLOSING DATE:

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- (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.
- (b) CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING. If Property is subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.
- **7. ASSIGNABILITY: (CHECK ONE):** Buyer □ may assign and thereby be released from any further liability under this Contract; □ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract.

FINANCING

8 FINANCING

FINANCING.
🛛 (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's
obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges
that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend
the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.
☐ (b) This Contract is contingent upon Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other
(describe) loan within (if left blank, then 30) days after Effective Date ("Loan Approval
Period") for (CHECK ONE): □ fixed, □ adjustable, □ fixed or adjustable rate in the Loan Amount (See Paragraph
2(c)), at an initial interest rate not to exceed % (if left blank, then prevailing rate based upon Buyer's
creditworthiness), and for a term of(if left blank, then 30) years ("Financing").
(i) Buyer shall make mortgage loan application for the Financing within (if left blank, then 5) days
after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms
("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale
by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.

Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information and paying of all fees and charges requested by Buyer's mortgage broker and lender in connection with Buyer's mortgage loan application.

- (ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status and progress, and release preliminary and finally executed closing disclosures and settlement statements, to Seller and Broker.
 - (iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.
- (iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been unable to obtain Loan Approval and has elected to either:
 - (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or
 - (2) terminate this Contract.

Buyer's Initials	Page 2 of 12	Seller's Initials	
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Licensed to Alta Star Software and ID1832724 2286		•	

(v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period. (vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. (vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. ☐ (c) Assumption of existing mortgage (see rider for terms). \square (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms). **CLOSING COSTS, FEES AND CHARGES**

CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS: (a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mertgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- -HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)

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- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other:
- - Lean expenses
 - Appraisal fees
 - Buyer's Inspections
 - Buyer's attorneys' fees
 - All property related insurance
 - Owner's Policy Premium (if Paragraph) 9 (c)(iii) is checked.)

(c) TITLE EVIDENCE AND INSURANCE: At least 15 (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE): ☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

🛛 (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and lean elecing; or

Buyer's Initials	Page 3 of 12	Seller's Initials	
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164* 165 166 167 168* 169		☐ (iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]: Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.
170 171	(d)	SURVEY: On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real
172 173* 174*	(e)	Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. HOME WARRANTY: At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by at a cost not to exceed A home
175 176 177	(f)	warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period. SPECIAL ASSESSMENTS: At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body
178 179 180 181 182		("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments (CHECK ONE):
183* 184 185* 186		 ☒ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated. ☐ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing. IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED. This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district
188		(CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.
189		DISCLOSURES
190		CLOSURES:
191 192 193 194	(a)	RADON GAS: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
195 196 197	(b)	PERMITS DISCLOSURE: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed. If Seller identifies permits which have not been
198 199 200		properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.
201 202		MOLD: Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
203 204	(d)	FLOOD ZONE; ELEVATION CERTIFICATION: Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of accusely. If Property is in a "Special Flood Hazard Area"

(d) FLOOD ZONE; ELEVATION CERTIFICATION: Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within ______ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.

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(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

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- (f) LEAD-BASED PAINT: If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.
- (h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"): Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) SELLER DISCLOSURE: Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have 15 days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.
- (b) WALK-THROUGH INSPECTION/RE-INSPECTION: On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS: If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,

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- consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES: At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

- 13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to COLLECTION, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become COLLECTED shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.
 - In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow. Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out or the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.
- 14. PROFESSIONAL ADVICE: BROKER LIABILITY: Broker advices Buver and Seller to verify Property square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Selfer representations or public records. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER. Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or cause of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation pretention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall curvive Glosing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) BUYER DEFAULT: If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under

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- (b) SELLER DEFAULT: If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to receive such damages or seek specific performance.
- This Paragraph 15 shall survive Closing or termination of this Contract.
- **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:
 - (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
 - (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.
- 17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to receive from the non prevailing party seets and fees, including reasonable atterney's fees, incurred in senducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

- (i) TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS: Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for RESIDENTIAL PURPOSES. If there exists at Closing any violation of items identified in (b) (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.
- (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,

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deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

- B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.
- C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access. D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
- E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.
- F. TIME: Calendar days shall be used in computing time periods. Time is of the essence in this Contract. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day.
- G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.
- H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be

transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

- (i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.
- (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.
- (iii) FinCEN GTO NOTICE. If Closing Agent is required to comply with the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTOs"), then Buyer shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and report of said information to IRS.
- (iv) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.
- J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.
- K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.
- L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.
- **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated

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cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

- N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.
- O. CONTRACT NOT RÉCORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.
- P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.
- Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or
- R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.
- S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.
- U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.
- V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.
- (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.
- (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.
- (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

- (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.
- (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.

566 567	provision does not relieve S Closing.	eller's obligation to comply with Paragra	nph 10(j). This Standard X shall survive	
568		ADDENDA AND ADDITIONAL TERM	IS	
569* 570		ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated in Contract (Check if applicable):		
	 □ A. Condominium Rider □ B. Homeowners' Assn. □ C. Seller Financing □ D. Mortgage Assumption □ E. FHA/VA Financing □ F. Appraisal Contingency □ G. Short Sale □ H. Homeowners/Flood Ins. □ I. RESERVED □ J. Interest-Bearing Acct. 	 □ K. RESERVED □ L. RESERVED □ M. Defective Drywall □ N. Coastal Construction Control Line □ O. Insulation Disclosure □ P. Lead Paint Disclosure (Pre-1978) □ Q. Housing for Older Persons □ R. Rezoning □ S. Lease Purchase/ Lease Option 	 □ T. Pre-Closing Occupancy □ U. Post-Closing Occupancy □ V. Sale of Buyer's Property □ W. Back-up Contract □ X. Kick-out Clause □ Y. Seller's Attorney Approval □ Z. Buyer's Attorney Approval □ AA. Licensee Property Interest □ BB. Binding Arbitration □ CC. Miami-Dade County Special Taxing District Disclosure □ Other: □ Other: 	
571* 572 573 574 575 576 577 578 579 580 581 582	property, from the time of the 2. During the Due Diligence pany reason whatsoever, and delivering such written notice of such terms applicable deposit shall be read and litigation permitted by fees. 4. This contract shall be executive.	ined for the purpose of this contract as the offer and acceptance through and including period, Buyer shall have the sole, absoluted without cause or obligation to state a fination to the seller prior to the expirate turned by the agent to the buyer at the time by this Contract, each party shall bear their cuted by the Martin County Administrator, on behalf of the buyer. Seller shall have see	ing the time of the closing date. e. complete, and unconditional right for cause, to terminate this contract by the contract of the Due Diligence period. Any e of written termination. Town costs and fees, including attorney an Assistant County Administrator, or	
583	any other authorized person on behalf of the buyer. Seller shall have seven (7) days from the date of receipt in which to accept, execute, and deliver the conditional contract to the Martin County Board of County			
584	Commissioners, Real Property Manager, 2401 SE Monterey Road, Stuart, FL 34996. If not delivered by Seller to			
585 586	Buyer within such time period, Buyer may at any time thereafter revoke the offer. 5. Seller shall ensure full and final removal of any and all tenants on or before the closing date.			
587				
588		COUNTER-OFFER/REJECTION	ı	
589* 590 591*	□ Seller counters Buyer's offerdeliver a copy of the acceptant□ Seller rejects Buyer's offer.	r (to accept the counter-offer, Buyer must si ce to Seller).	gn or initial the counter-offered terms and	
	Licensed to Alta Star Software and ID1832724.2	Page 11 of 12 6/19 © 2017 Florida Realtors® and The Florida Bar. <i>A</i> 286 21 Alta Star Software, all rights reserved. • www	•	

ADVICE OF AN ATTORNEY PRIOR TO SIGNING. THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR. Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that terms and conditions in this Contract should be accepted by the parties in a particular transaction. conditions should be negotiated based upon the respective interests, objectives and bargaining posiniterested persons. AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS TO BE COMPLETED. Martin County, a political subdivision of the State of Florida Buyer: Taryn Kryzda, County Administrator or designee Buyer: Date: Seller: Date: Seller: Date: Seller: Date: Seller: Date: Buyer's address for purposes of notice Martin County 2401 SE Monterey Road Stuart, Fl. 34996 BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the or entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and B Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate agreements with the parties and cooperative agreements between the Brokers, except to the extent retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of cormade by Seller or Listing Broker to Cooperating Brokers. NA Cooperating Sales Associate, if any Listing Sales Associate	, ,	
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ADVICE OF AN ATTORNEY PRIOR TO SIGNING.	THIS FORM HAS BEEN APPROVED BY THE F	FLORIDA REALTORS AND THE FLORIDA BAR.

BEFORE THE BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

RESOLUTION NO. 21-

RESOLUTION	
WHEREAS, Martin County desires to acquire attenuation in Hobe Sound from Renee McClain, a sing	a parcel that has been identified for needed flood gle woman; and
WHEREAS, by document entitled "Warrants Renee McClain, Martin County will acquire 8465 SE I on the attached "Exhibit A"; and	y Deed" executed on, by Fern Street in Hobe Sound, as more fully described
WHEREAS, Sec. 139.31 and 139.32, General conveyance of an interest in land to Martin County for by resolution by the Board of County Commissioners of	
NOW, THEREFORE, BE IT RESOLVED BY COMMISSIONERS, THAT:	THE MARTIN COUNTY BOARD OF COUNTY
Martin County hereby accepts and approves woman.	the Warranty Deed from Renee McClain, a single
DULY PASSED AND ADOPTED THIS DAY O	OF, 2021.
ATTEST:	BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER	STACEY HETHERINGTON, CHAIR
	APPROVED AS TO FORM & LEGAL SUFFICIENCY:
	SARAH W. WOODS, COUNTY ATTORNEY

Exhibit "A"

This instrument prepared by:
Real Property Division Martin County 2401 SE Monterey Road Stuart, FL 34996
Project Name: Fern St. – Banner Lake Acquisition – RPM 3680 Property Address: 8456 SE Fern Street, Hobe Sound, FL 33455 PCN: 34-38-42-030-066-02064-5
SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA
WARRANTY DEED
THIS WARRANTY DEED made this day of, 2021, between Renee McClain, a single woman, whose address is PO Box 8028, Hobe Sound, FL 33475, participating in the federally-assisted acquisition project ("Grantor"), to MARTIN COUNTY, a political subdivision of the State of Florida, whose address is 2401 S.E. Monterey Road, Stuart, Florida 34996, ("Grantee").
WITNESSETH, that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, conveys, and confirms unto Grantee all that certain land situate in Martin County, Florida, to-wit:
Lots 2064, 2065, 2066, Block 66 Olympia Plat #4, according to the plat thereof as recorded in Plat Book 2, Page 45, public records of Martin County, Florida.
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.
TO HAVE AND TO HOLD, the same unto Grantee in fee simple forever.
The Grantor hereby covenents 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; will defend the same against the lawful claims of all persons whomsoever through or under Grantors, and that the land is free of all encumbrances except taxes accruing subsequent to December 31, 2020, and covenants, restrictions, agreements, limitations reservations, and easements of record, if any reference thereto, shall not serve to impose same.
Accepted pursuant to Resolution No. 21
on

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

esence or () online notarization. T	GRANTORS:
	By:
<u> </u>	Name:
Witness #2 Signature	
STATE OF } COUNTY OF }	
The foregoing instrument was acknowle	dged before me this day of, 2021 by, husband and wife, () by means of physica
presence or () online notarization. as is	They are () personally known to me or have produced
(Affix Notary Seal)	
	Print Name:
	Commission No.:
	Commission Expires:

PREPARED BY AND RETURN TO: Ashley M. Sundar, Esq. JOSEPH C. KEMPE, P.A. 941 North Highway A1A Jupiter, Florida 33477

Parcel ID: 34-38-42-030-066-02064-5

TRUSTEES' DEED

THIS DEED made the 10 day of November 2014 between Lawrence Bryant, Jr., as Trustee of the Lawrence Bryant, Sr. Trust, whose address is 7581 SE Dove St., Hobe Sound, FL 33475, Daisy Mae Dickerson, as Trustee of the Lawrence Bryant, Sr. Trust, whose address is 5037 SE Lisbon Circle, Stuart, Florida 34997, and Renee McClain, as Trustee of the Lawrence Bryant, Sr. Trust whose post office address is P. O. Box 8028 Hobe Sound, FL 33475, hereinafter called the Grantor and Renee McClain, whose post office address is P. O. Box 8028, Hobe Sound, FL 33475, 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, State of Florida, viz:

Lots 2064, 2065, 2066, Block 66, Olympia Plat No. 4

Also known as 8456 SE Fern St., Hobe Sound, FL

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

This conveyance is subject to taxes and assessments for the year 2014 and thereafter.

Trustees' Deed for Parcel 34-38-42-030-066-02064-5 -Page 1 of 4

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

Signed, sealed and delivered in the presence of:

Lawrence Bryant, Jr., Trustee o the Lawrence Bryant, Sr. Trust Signature of Witness Printed Name of Witness STATE OF FLORIDA COUNTY OF PALM BEACH The foregoing instrument was acknowledged before me this O day of , 2014, by Lawrence Bryant, Jr. [X] who is personally known to me or [] who as identification. has produced Notary Public, State of Florida ANDREA L. BLAIR Notary Public - State of Florida Commission No. EE 223074 My Comm. Expires Aug 26, 2016 My commission expires: 8/26/16 Commission # EE 223074

Bonded Through National Notary Assn

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

Signed, sealed and delivered in the presence o	f:
Ashley M. Oleran Signature of Witness Ashley M. Sunda	Daisy Mae Dickerson, Trustee of the Lawrence Bryant, Sr. Trust
Printed Name of Witness	
On d'Blair	
Signature of Witness	
Ardrea L. Blair Printed Name of Witness	O.
	7
STATE OF FLORIDA) COUNTY OF PALM BEACH)	Copy
Nov., 2014, by Daisy Mae Dickerson	knowledged before me this <u>10</u> day of () who is personally known to me or [] who s identification.
ANDREA L. BLAIR Notary Public - State of Florida My Comm. Expires Aug 26, 2016 Commission # EE 223074 Bonded Through National Notary Assn.	Notary Public, State of Florida Commission No. £ 203074 My commission expires: 8126 16

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

Signed, sealed and delivered in the presence of:

Sekly M. Burdas	Parce M. Clei
Signature of Witness	Rence McClain, Trustee of
Ashler M. Sunda	the Lawrence Bryant, Sr. Trust
Printed Name of Witness	
and Blain 2	
Signature of Witness	
Andrea C Blair	O.
Printed Name of Witness	6 .
	7
STATE OF FLORIDA)	Ci
)	O .
COUNTY OF PALM BEACH)	70 .
)	7
The foregoing instrument was	acknowledged before me this 10 day of
w, 2014, by Renee McClain	who is personally known to me or [] who has
	identification.
ANDREA L. BLAIR	() 1 30
Notary Public - State of Florida	N. C. D. Lilling Co. C.
My Comm. Expires Aug 26, 2016 Commission # EE 223074	Notary Public, State of Florida
Bonded Through National Notary Assn.	Commission No. ££223674
· · · · · · · · · · · · · · · · · · ·	My commission expires: প্রথি ১৮ । ৮

APPRAISAL OF REAL PROPERTY

LOCATED AT

8456 SE Fern St Hobe Sound, FL 33455

FOR

Martin County Board of County Commissioners c/o Mandy Johns F.R.P./Public Works Department 2401 SE Monterey Road Stuart FL 34996

AS OF

July 12, 2021

BY

Daniel D Fuller, SRA, MAI State Certified Real Estate Appraiser RZ567 Fuller-Armfield-Wagner Appraisal & Research Inc. 426 Avenue "A" Fort Pierce FL 34950

R	ESIDENTIAL APPR	<u> KAISAL REP</u>	ORT	File No.:	20221 Fern St Hobe Snd
	Property Address: 8456 SE Fern St		City: Hobe Sound	State: FL	Zip Code: 33455
H	County: Martin	Legal Description:	Olympia #4, Lots 2064, 2		
SUBJECT	Tay Voor: 0000 DE Tayon: \$ 4.455	Special Accessments	Assessor's P		5-02064-5
ГÉ	Tax Year: 2020 R.E. Taxes: \$ 1,455 Current Owner of Record: McClain, Reno	Special Assessments:	: \$ 0 Borrower (if a Occupant: 🔀 Own		Manufactured Housing
S	Current Owner of Record: McClain, Reno Project Type: PUD Condominium		Other (describe) Platted S/D	HOA: \$ n/a	per year per month
	Market Area Name: Hobe Sound	an Cooperative	Map Reference: 38		us Tract: 0014.04
	The purpose of this appraisal is to develop an opin	nion of: X Market Value		f value (describe)	0014.04
	This report reflects the following value (if not Curre		Current (the Inspection Date is the	Effective Date) Retrosp	pective Prospective
F		Sales Comparison Approach	Cost Approach Incom	e Approach (See Reconciliation Co	omments and Scope of Work)
ASSIGNMENT	Property Rights Appraised: Fee Simple		ed Fee Other (describe)		
S	Intended Use: Assist in purchase negotia	ations - FEMA			
SSI	Intended Hear(s) (by name or type)	0 1 0 1 10 1			
<	Intended User(s) (by name or type): Martin Client: MCBCC/Public Works Dept		y Commissioners or represed dress: 2401 SE Monterey Ro		
	Appraiser: Daniel D Fuller, SRA, MAI			er Appr & Rsch, c/o 426 Ave	enue A Et Pierce El
	Location: Urban Suburb		Predominant One-Unit Ho		Change in Land Use
	Built up:		Occupancy PRICE	AGE One-Unit 90 %	Not Likely
z	Growth rate: Rapid Stable	e Slow	Owner 75 \$(000)	(yrs) 2-4 Unit 0 %	
ΙĔ	Property values: Increasing Stable		Tenant 25 100 Low	5 Multi-Unit 0 %	
품	Demand/supply: Shortage In Bala		Vacant (0-5%) 350 High	70 Comm'l 0 %	
SC	Marketing time: Under 3 Mos. 3-6 Mo		Vacant (>5%) 250 Pred	40 Vacant 10 %	oific noighborhood
	Market Area Boundaries, Description, and Market Consists of properties within various C				ecific neighborhood 4 miles east-west and
AREA DESCRIPTION	approx. 0.37 miles north-south. Neigh				
	1 and the south side of Bridge Rd pro				
三 三	institutional properties including a chil				
MARKET	average quality or average condition.	There are exceptions w	vith refurbishments ongoing.		
Ž					
	Dimensions: 75 ft x 100 ft		Site A	rea: 7,500 sf-site undersize	ner zoning
	10 KX 100 K	und Redl Distr-Det Resd		,	
	<u>==:g. ;</u>			gal nonconforming (grandfathered)	Illegal No zoning
	Are CC&Rs applicable? ☐ Yes ☐ No 🔀	Unknown Have the docu	ıments been reviewed? Yes		
	Highest & Best Use as improved: Present	nt use, or Other use (exp	olain) See below.		
		table residence/flood dar			
Z	Summary of Highest & Best Use: Appraisa	ial date July 12, 2021. C	ondition of property retrospe	ective to prior to flood damag	де.
SITE DESCRIPTION					
NE SE	Utilities Public Other Provider/Desc	cription Off-site Improvem	nents Type Put	lic Private Topography Leve	.l
ESC	Electricity	Street Pav	_		
	Gas	Curb/Gutter <u>n/a</u>			angle
SIL	Water SMRU	Sidewalk <u>yes</u>		Drainage <u>Fair</u>	
	Sanitary Sewer X SMRU Storm Sewer X Martin County	Street Lights <u>yes</u>		View <u>Resi</u>	dential
		ty Alley no rner Lot Cul de Sac	Underground Utilities Other	describe)	
		No FEMA Flood Zone X	FEMA Map # 1208		A Map Date 02/19/2020
	Site Comments: Subject consists of three	ree platted lots. Subject l		ghborhood topography subj	
	low point in this corner of the neighbo		ty drainage catch basis adja	cent to Lantana Street fronta	age. Site is partially
	chain-link fenced. Average landscape) .			
	General Description Exte	erior Description	Foundation	Basement None	Heating Yes
	·	indation Concrete	Slab Concrete	Area Sq. Ft.	Type Central
	•	erior Walls CBS	Crawl Space none	% Finished	Fuel
		of Surface <u>Asphalt Sh</u>		Ceiling	- "
	` `	tters & Dwnspts.	Sump Pump Dampness Dampness	Walls	Cooling Yes Central Central
10		ndow Type <u>S/H alum f</u> rm/Screens Shutters/sc			Central Central Other
	Effective Age (Yrs.) 30	Silutiers/st	Infestation	Ed Outoido Entry	
ME		Appliances Attic N	one Amenities	<u>'</u>	Car Storage None
VE		Refrigerator X Stairs	Fireplace(s) # none	Woodstove(s) #	Garage # of cars (2 Tot.)
RO		Range/Oven Drop Stair	Patio		Attach. <u>2</u> 630 sf
M			Deck	_	Detach.
뿌		Dishwasher Doorway Floor	Porch Scrn 130 sf	_	BltIn
Ē	10	Microwave Heated	Fence Chain-link	_	Carport Driveway
Ō		Vasher/Dryer Finished		_	Surface
ō	Finished area above grade contains:		Bedrooms 2 Bath(s) 1,421 Square Feet o	f Gross Living Area Above Grade
IPI	Additional features: Garage door open	ner. Per owner cabinets a	and countertops - formica co	overed panels and plywood.	Appliances - range,
DESCRIPTION OF THE IMPROVEMENTS	hood, refrigerator, D/W estimated to b				
350	Describe the condition of the property (including pl		obsolescence): <u>Estimate</u>	d average quality and avera	ge condition interior
	pre-flood. Valued per estimated pre-flo				
	Garage includes storage and laundry. Remodeling/refurbishments but floor		 al		
	External obsolescence not present in				
	NOTE: At southeast corner of garage		oes not appear significant b	ut your attention is direct to E	Extraordinary

R	RESIDENTIA My research did					three years p	orior to the effe		le No.: 20221 Fern Sippraisal.	t Hobe Snd
STORY	Data Source(s): 1st Prior Subject So	ale/Transfer	Analy	ysis of sale/transfer history	and/or any current	agreement o	f sale/listing:			
TRANSFER HISTORY	Price: Source(s):		_							
ANS	2nd Prior Subject S Date:	ale/Transfer								
TR	Price:									
	Source(s):									
	SALES COMPARISON API		(if dev		e Sales Compariso					N.F. # 0
	FEATURE Address 8456 SE Ferr	SUBJECT		COMPARABLE S			MPARABLE SA Eucalyptus		COMPARABLE SA 11501 SE Ella Ave	ALE # 3
	Hobe Sound,			Hobe Sound, FL 33			und, FL 33	•	Hobe Sound, FL 334	455
	Proximity to Subject			1 block east		1 block n	ortheast		1 mile east/east of F	
	Sale Price	\$	n/a		200,000		\$	225,000		236,500
	Sale Price/GLA Data Source(s)	\$ n/a Prop inspection	/sq.ft.	\$ 131.41 /sq.ft. MLS, Public Record	40		.89 /sq.ft. blic Record		\$ 206.73 /sq.ft. MLS, Public Record	•
	Verification Source(s)	Inspection/Owr		MLS, Public Record		- '	olic Records		MLS, Public Record	
	VALUE ADJUSTMENTS	DESCRIPTION		DESCRIPTION	+(-) \$ Adjust.		RIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
	Sales or Financing	Expected cash		Cash		FHA			Conventional	
	Concessions Pete of Colo/Time	cash equivalen	t	5/0004		4/0004			0/0004	
	Date of Sale/Time Rights Appraised	7/12/21 Fee Simple		5/2021 Fee Simple		4/2021 Fee Simp	nle.		2/2021 Fee Simple	
	Location	Hobe Snd CRA	١	Hobe Snd CRA		Hobe Sn			Hobe Snd East	-25,000
	Site	7,500 sf		12,000 sf	-10,000	5,000 sf		+10,000	6,411 sf	+6,500
	View	Residential		Residential		Resident			Resdl/Inst Uses	
	Design (Style) Quality of Construction	Ranch-CBS		Ranch-CB		Ranch-C	В		Ranch-CB	
	Age	Avg CB 59 years		Avg CB 67 yrs >		Avg CB 46 yrs	>		Avg CB 59 years >	
	Condition	Average		Uninhabitable >	+30,000	Average		-30,000	Average Refurb >	-30,000
	Above Grade		ths	Total Bdrms Baths		Total Bdrm			Total Bdrms Baths	
	Room Count		2	6 3 3		6 3			6 3 1.1	+5,000
	Gross Living Area Basement & Finished	1,421 n/a	sq.π.	1,522 sq.ft.	-5,000	n/a	1,706 sq.ft.	-14,000	1,144 sq.ft.	+13,000
	Rooms Below Grade	11/a		II/a		II/a			II/a	
	Functional Utility	Average		Average		Average			Average	
	Heating/Cooling	Central		Fireplace/Central	-2,000	Central			Central	
돗	Energy Efficient Items Garage/Carport	None		None	. 4 700	Typical	- 1/C - 1 - 1	. 15 000	Typical	
SAC	Porch/Patio/Deck	2-Veh Att 630 s Scrn. 130 sf	ST	2-Veh Att 473 sf 24 sf Cov Entry		1-Veh Ga		+15,000 +2,000	Covered Porch	+20,000
PR		00111. 100 31		24 31 OOV LIIU y	12,000	00 31 00	v Liid y	12,000	Det Shed/Utility	+1,000
AP										
SON										
COMPARISON APPROACH										
MP.	Net Adjustment (Total)			X + □ - \$	19,700	+	X - \$	-17,000	+ 🔀 - \$	-9,500
ပ္ပ	Adjusted Sale Price			Net 9.9 %		Net	7.6 %		Net 4.0 %	
SALES	of Comparables Summary of Sales Comparis	con Annroach	Гол	Gross 26.9 %\$			31.6 %\$	208,000		227,000
SAL	located between Old			•					diate neighborhood.	
	Sale 1 less compara sale. Sale 4 is a new foot.									
	Adjustments applied	consider subjec	t's fir	nishes and condition	prior to flood.					
	All sales are weighte	ed when forming	my c	opinion of value.						
	Indicated Value by Sale	s Comparison App	roac	h\$ 235,000						
C	PRESIDEN				•	•			ver, a la mode, inc. must be ackno	owledged and credited 3/200

<u>ADDITIONAL</u>		RABLE SA	LES		Fi	le No.: 20221 Fern St	t Hobe Snd
FEATURE	SUBJECT	COMPARABLE SA	ALE # 4	COMPARABLE SA		COMPARABLE SA	LE # 6
Address 8456 SE Feri		8449 SE Citrus Way					
Hobe Sound,	FL 33455	Hobe Sound, FL 334	455				
Proximity to Subject	.	3 blocks northeast		φ.		t t	
Sale Price Sale Price/GLA	\$ n/a \$ n/a /sq.ft.		260,000	\$ (ag #		\$ \sq.ft.	
Data Source(s)	\$ n/a /sq.ft. Prop inspection	\$ 199.69 /sq.ft. MLS, Public Record		\$ /sq.ft.		\$ /sq.ft.	
Verification Source(s)	Inspection/Owner	MLS, Public Records					
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+ (-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
Sales or Financing	Expected cash or	Conventional	(/ ·		() .		(/ ·)
Concessions	cash equivalent						
Date of Sale/Time	7/12/21	10/2020					
Rights Appraised	Fee Simple	Fee Simple					
Location	Hobe Snd CRA	Hobe Snd CRA					
Site	7,500 sf	5,000 SF	+10,000				
View	Residential	Residential					
Design (Style)	Ranch-CBS	Ranch-CBS					
Quality of Construction	Avg CB	Avg CB					
Age Condition	59 years	5 years	-50,000				
Above Grade	Average Total Bdrms Baths	Good Refurb > Total Bdrms Baths	-50,000	Total Bdrms Baths		Total Bdrms Baths	
Room Count	6 3 2	6 3 2		Total Dullis Datils		Total Dullis Datis	
Gross Living Area	1,421 sq.ft.	1,302 sq.ft.	+6,000	sq.ft.		sg.ft.	
Basement & Finished	n/a	n/a	. 0,000	94.11		54.11	
Rooms Below Grade							
Functional Utility	Average	Average					
Heating/Cooling	Central	Central					
Energy Efficient Items	None	Typical					
Garage/Carport	2-Veh Att 630 sf	None	+20,000				
Porch/Patio/Deck	Scrn. 130 sf	216 sf Cov Entry	-2,500				
		176 sf Back Prch	+2,000				
ჳ ├───							
Net Adjustment (Total)		<u> </u>	-14,500	+ - \$		+ - \$	
Net Adjustment (Total) Adjusted Sale Price of Comparables		Net 5.6 %	,000	Net %		Net %	
of Comparables		Gross 34.8 %\$	245,500			Gross %\$	
Summary of Sales Comparis	son Approach						
<u>s</u>							
Summary of Sales Comparis							
S							
ပ က							
<u> </u>							
V							
GPRESIDEN		Copyright© 2007 by a la mode, ii PRES2.(AC) - "TOTAL" app				ver, a la mode, inc. must be ackno	owledged and credite



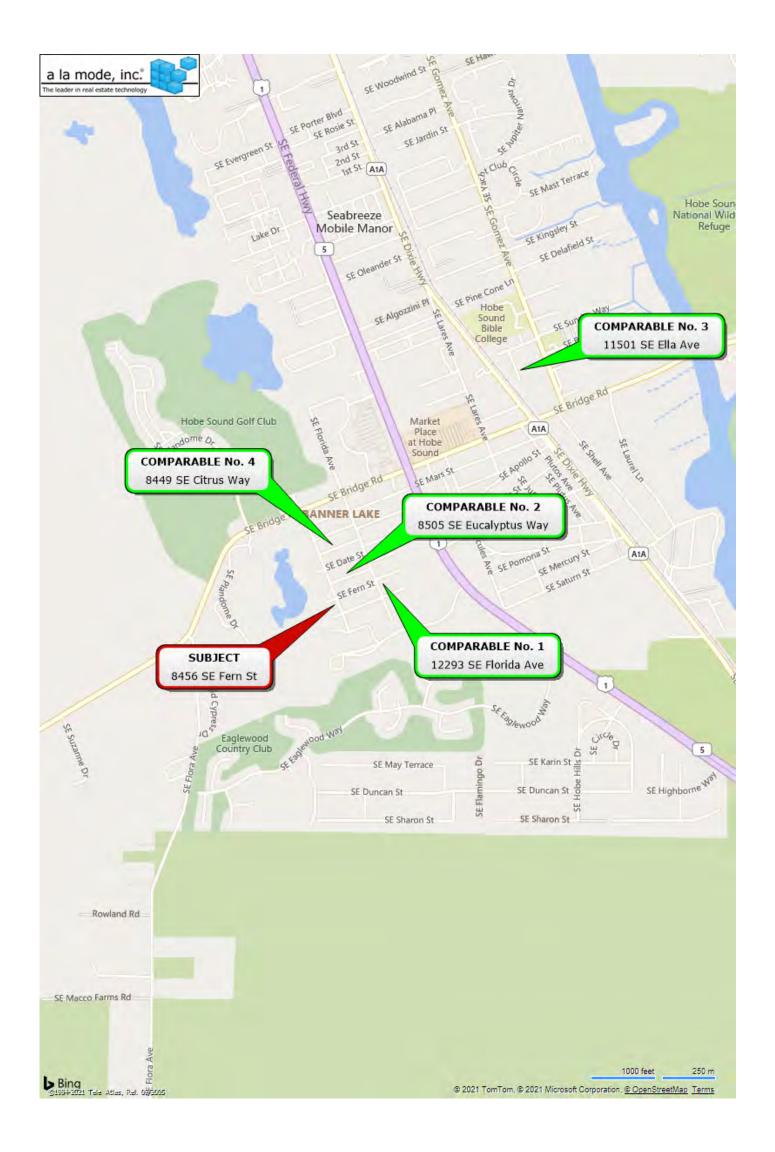
	COST APPROACH TO VALUE (if developed) The Cost Approach was not developed.	oped for this appraisal.	
	Provide adequate information for replication of the following cost figures and calculations.		
	Support for the opinion of site value (summary of comparable land sales or other methods for es	timating site value):	
	1 ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '		
	Sale 1 - Lts 2040,2041,2042 B65 Olympia#4 75'x100' 10/2020 \$22,000 -		
	Sale 2 - Lts 1440&1441 B55 Olympia Plat 3 50'x100' 2/2021 \$20,500 - \$	4.10/sf \$410/ff	
	Listing 1 - Lts 1272,1273,1274 B52 Olympia Plat 3 87.5'x100' Listing \$67	7.900 - \$7.76/sf \$776/ff	
	Sale 3 - L24 Evergreen unrecorded L24 80'x100' 5/2021 \$65,000 - \$8.13		
	Sales 1-2 & Listing within subject's neighborhood. Sale 3 northwest of U.		
			ф 1 = 000
┰	ESTIMATED REPRODUCTION OR REPLACEMENT COST NEW	OPINION OF SITE VALUE	=\$ 45,000
APPROACH	Source of cost data: Marshall & Swift Cost Service	DWELLING 1,421 Sq.Ft. @\$	129.00 = \$ 183,309
Iδ	Quality rating from cost service: Average Effective date of cost data: Current	Scn Porch 130 Sq.Ft. @ \$	46.00 =\$ 5,980
Įκ	Comments on Cost Approach (gross living area calculations, depreciation, etc.):	Sq.Ft. @ \$	=\$
ᆸ	xx Sale 1 older, wooded-given less weight, Sale 3 somewhat superior	Sq.Ft. @ \$	=\$
COST	location. Listing 1 weighted as most recent value indication. Subject's	Sq.Ft. @ \$	=\$
l8	value midrange \$600/ff x 75 ft = \$45,000.		=\$
١		Garage/Carport 630 Sq.Ft. @ \$	50.50 =\$ 31,815
		Total Estimate of Cost-New	=\$ 221,104
		_	dernal
		Depreciation 88,442	=\$(132,662)
		Depreciated Cost of Improvements	=\$
		"As-is" Value of Site Improvements	=\$ 10,000
			=\$
			=\$
	Estimated Demaining Economic Life /if required):	INDICATED VALUE BY COST ADDROACH	
		INDICATED VALUE BY COST APPROACH	=\$ 187,662
ĭ	INCOME APPROACH TO VALUE (if developed) The Income Approach was not determined.	veloped for this appraisal.	
INCOME APPROAC	Estimated Monthly Market Rent \$ X Gross Rent Multiplier	= \$	Indicated Value by Income Approach
10	Summary of Income Approach (including support for market rent and GRM): See add	endum	
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ΙZ			
	PROJECT INFORMATION FOR PUDs (if applicable) The Subject is part of a Plan	nned Unit Development.	
	Legal Name of Project:	·	
	Describe common elements and recreational facilities:		
₽	Describe continuit districtits and recreational facilities.		
PUD			
ΙΤ			
	Indicated Value by: Sales Comparison Approach \$ 225,000 Cost Approach (i	f developed) \$ 497.669 Income Approach	h (if developed) \$
	Indicated Value by: Sales Comparison Approach \$ 235,000 Cost Approach (i	. ,,	h (if developed) \$
	Indicated Value by: Sales Comparison Approach \$ 235,000 Cost Approach (in Final Reconciliation Because of strong market conditions full weight is given	. ,,	<u> </u>
		. ,,	<u> </u>
		. ,,	<u> </u>
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NOI		. ,,	<u> </u>
ATION	Final Reconciliation Because of strong market conditions full weight is given	to value indication via Sales Comparison	Approach.
LIATION	Final Reconciliation Because of strong market conditions full weight is given This appraisal is made "'as is", subject to completion per plans and specific	to value indication via Sales Comparison cations on the basis of a Hypothetical Condition	Approach. that the improvements have been
ICILIATION	Final Reconciliation Because of strong market conditions full weight is given This appraisal is made "'as is", subject to completion per plans and specific completed, subject to the following repairs or alterations on the basis of a Hypor	to value indication via Sales Comparison cations on the basis of a Hypothetical Condition thetical Condition that the repairs or alterations have	Approach. that the improvements have been ve been completed, subject to
ONCILIATION	Final Reconciliation Because of strong market conditions full weight is given This appraisal is made "'as is", subject to completion per plans and specific completed, subject to the following repairs or alterations on the basis of a Hypo the following required inspection based on the Extraordinary Assumption that the conditions in the conditions in the conditions are conditionally assumption and specific conditions are conditionally assumption and specific conditions are conditionally assumption and specific conditions full weight is given the conditions full weight is given to conditions full weig	to value indication via Sales Comparison cations on the basis of a Hypothetical Condition thetical Condition that the repairs or alterations have ion or deficiency does not require alteration or rep	Approach. that the improvements have been ve been completed, subject to
ECONCILIATION	Final Reconciliation Because of strong market conditions full weight is given This appraisal is made "'as is", subject to completion per plans and specific completed, subject to the following repairs or alterations on the basis of a Hypor	to value indication via Sales Comparison cations on the basis of a Hypothetical Condition thetical Condition that the repairs or alterations have ion or deficiency does not require alteration or rep	Approach. that the improvements have been ve been completed, subject to
RECONCILIATION	Final Reconciliation Because of strong market conditions full weight is given This appraisal is made ''as is'', subject to completion per plans and specific completed, subject to the following repairs or alterations on the basis of a Hypo the following required inspection based on the Extraordinary Assumption that the condit condition prior to flood damage with current date of value, thus a hypothe	to value indication via Sales Comparison cations on the basis of a Hypothetical Condition thetical Condition that the repairs or alterations have ion or deficiency does not require alteration or repetical condition.	Approach. that the improvements have been ve been completed, subject to
RECONCILIATION	Final Reconciliation Because of strong market conditions full weight is given This appraisal is made ''as is'', subject to completion per plans and specific completed, subject to the following repairs or alterations on the basis of a Hypothet following required inspection based on the Extraordinary Assumption that the condit condition prior to flood damage with current date of value, thus a hypothet This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumption and the conditions and the conditions are conditions.	to value indication via Sales Comparison cations on the basis of a Hypothetical Condition thetical Condition that the repairs or alterations have ion or deficiency does not require alteration or repetical condition. sumptions as specified in the attached addenda.	Approach. that the improvements have been we been completed, subject to pair: Subject appraised in
RECONCILIATION	Final Reconciliation Because of strong market conditions full weight is given This appraisal is made "'as is", subject to completion per plans and specific completed, subject to the following repairs or alterations on the basis of a Hypo the following required inspection based on the Extraordinary Assumption that the condit condition prior to flood damage with current date of value, thus a hypothetical conditions and/or Extraordinary Assumption that the condition prior is also subject to other Hypothetical Conditions and/or Extraordinary Assumption that the condition prior is also subject to other Hypothetical Conditions and/or Extraordinary Assumption that the condition prior to flood damage with current date of value, thus a hypothetical conditions and/or Extraordinary Assumption that the conditions repairs or alterations on the basis of a Hypothetical Conditions and/or Extraordinary Assumption that the conditions repairs or alterations on the basis of a Hypothetical Conditions and/or Extraordinary Assumption that the conditions repairs or alterations on the basis of a Hypothetical Conditions and/or Extraordinary Assumption that the conditions repairs or alterations on the basis of a Hypothetical Conditions and/or Extraordinary Assumption that the conditions repairs or alterations on the basis of a Hypothetical Conditions and/or Extraordinary Assumption that the conditions are conditions and conditions are conditions are conditions and conditions are conditions are conditions and conditions are conditions are conditions.	to value indication via Sales Comparison cations on the basis of a Hypothetical Condition thetical Condition that the repairs or alterations have inno or deficiency does not require alteration or repetical condition. sumptions as specified in the attached addenda. defined Scope of Work, Statement of Assur	Approach. that the improvements have been ve been completed, subject to pair: Subject appraised in
RECONCILIATION	Final Reconciliation Because of strong market conditions full weight is given This appraisal is made ''as is'', subject to completion per plans and specific completed, subject to the following repairs or alterations on the basis of a Hypo the following required inspection based on the Extraordinary Assumption that the condit condition prior to flood damage with current date of value, thus a hypothetical conditions and/or Extraordinary Assumption that the condition prior is also subject to other Hypothetical Conditions and/or Extraordinary Assumption that the condition prior is also subject to other Hypothetical Conditions and/or Extraordinary Assumption that the condition prior is also subject to other Hypothetical Conditions and/or Extraordinary Assumption of the Subject property, as indicated below and Appraiser's Certifications, my (our) Opinion of the Market Value (or other s	to value indication via Sales Comparison cations on the basis of a Hypothetical Condition thetical Condition that the repairs or alterations have inno or deficiency does not require alteration or repetical condition. sumptions as specified in the attached addenda. d, defined Scope of Work, Statement of Assurpecified value type), as defined herein, of the	Approach. that the improvements have been ve been completed, subject to pair: Subject appraised in mptions and Limiting Conditions, real property that is the subject
RECONCILIATION	Final Reconciliation Because of strong market conditions full weight is given This appraisal is made "'as is", subject to completion per plans and specific completed, subject to the following repairs or alterations on the basis of a Hyporthe following required inspection based on the Extraordinary Assumption that the condition prior to flood damage with current date of value, thus a hypothetical conditions and/or Extraordinary Assumption that the condition prior is also subject to other Hypothetical Conditions and/or Extraordinary Assumption that the condition prior is also subject to other Hypothetical Conditions and/or Extraordinary Assumption that the condition prior is also subject to other Hypothetical Conditions and/or Extraordinary Assumption of the subject property, as indicated below and Appraiser's Certifications, my (our) Opinion of the Market Value (or other soft this report is:	to value indication via Sales Comparison cations on the basis of a Hypothetical Condition thetical Condition that the repairs or alterations have ion or deficiency does not require alteration or repetical condition. sumptions as specified in the attached addenda. The defined Scope of Work, Statement of Assumptions as defined brein, of the light 12, 2021. The defined value type, as defined herein, of the light 12, 2021.	that the improvements have been been completed, subject to pair: Subject appraised in subject appraised in mptions and Limiting Conditions, real property that is the subject appraisal approperty that is the subject appraisal.
RECONCILIATION	Final Reconciliation Because of strong market conditions full weight is given This appraisal is made ''as is'', subject to completion per plans and specific completed, subject to the following repairs or alterations on the basis of a Hypo the following required inspection based on the Extraordinary Assumption that the condition prior to flood damage with current date of value, thus a hypothetical conditions and/or Extraordinary Assumption that the condition prior to flood damage with current date of value, thus a hypothetical Conditions and/or Extraordinary Assumption that the condition prior to flood damage with current date of value, thus a hypothetical Conditions and/or Extraordinary Assumption that the condition prior to flood damage with current date of value, thus a hypothetical Conditions and Appraiser's Certifications, my (our) Opinion of the Market Value (or other sof this report is: \$ 235,000 , as of: If indicated above, this Opinion of Value is subject to Hypothetical Conditions and	to value indication via Sales Comparison cations on the basis of a Hypothetical Condition thetical Condition that the repairs or alterations have ion or deficiency does not require alteration or repetical condition. sumptions as specified in the attached addenda. To defined Scope of Work, Statement of Assurpecified value type), as defined herein, of the July 12, 2021 To dor Extraordinary Assumptions included in this	Approach. that the improvements have been been completed, subject to pair: Subject appraised in mptions and Limiting Conditions, real property that is the subject effective date of this appraisal. Is report. See attached addenda.
	Final Reconciliation Because of strong market conditions full weight is given This appraisal is made ''as is'', subject to completion per plans and specific completed, subject to the following repairs or alterations on the basis of a Hypo the following required inspection based on the Extraordinary Assumption that the condition prior to flood damage with current date of value, thus a hypothetical conditions and/or Extraordinary Assumption that the condition prior to flood damage with current date of value, thus a hypothetical Conditions and/or Extraordinary Assumption that the condition prior to flood damage with current date of value, thus a hypothetical Conditions and/or Extraordinary Assumption that the condition prior to flood damage with current date of value, thus a hypothetical Conditions and Appraiser's Certifications, my (our) Opinion of the Market Value (or other sof this report is: \$ 235,000 , as of: If indicated above, this Opinion of Value is subject to Hypothetical Conditions and	to value indication via Sales Comparison cations on the basis of a Hypothetical Condition thetical Condition that the repairs or alterations have ion or deficiency does not require alteration or repetical condition. sumptions as specified in the attached addenda. To defined Scope of Work, Statement of Assurpecified value type), as defined herein, of the July 12, 2021 To dor Extraordinary Assumptions included in this	Approach. that the improvements have been been completed, subject to pair: Subject appraised in mptions and Limiting Conditions, real property that is the subject effective date of this appraisal. Is report. See attached addenda.
S	Final Reconciliation Because of strong market conditions full weight is given This appraisal is made ''as is'', subject to completion per plans and specific completed, subject to the following repairs or alterations on the basis of a Hypo the following required inspection based on the Extraordinary Assumption that the condit condition prior to flood damage with current date of value, thus a hypothetical conditions and/or Extraordinary Assumption that the condition prior to flood damage with current date of value, thus a hypothetical conditions and/or Extraordinary Assumption that the condition prior to flood damage with current date of value, thus a hypothetical conditions and/or Extraordinary Assumption that the conditions and Appraiser's Certifications, my (our) Opinion of the Market Value (or other sof this report is: \$ 235,000 , as of: If indicated above, this Opinion of Value is subject to Hypothetical Conditions and A true and complete copy of this report contains 20 pages, including exhibits with	to value indication via Sales Comparison cations on the basis of a Hypothetical Condition thetical Condition that the repairs or alterations have ion or deficiency does not require alteration or repetical condition. sumptions as specified in the attached addenda. In defined Scope of Work, Statement of Assurpecified value type), as defined herein, of the July 12, 2021 In divided in this the divided in this considered an integral part of the report.	Approach. that the improvements have been been completed, subject to pair: Subject appraised in mptions and Limiting Conditions, real property that is the subject effective date of this appraisal. Is report. See attached addenda.
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Location Map

Borrower	n/a							
Property Address	8456 SE Fern St							
City	Hobe Sound	County N	/lartin	St	ate FL	Zip Code	33455	
Lender/Client	Martin County Board of C	County Commissioners						



Comparable Photo Page

Borrower	n/a							
Property Address	8456 SE Fern St							
City	Hobe Sound	County	Martin	Stat	₽ FL	Zip Code	33455	
Lender/Client	Martin County Board of Co	unty Commissioners						



Comparable 1

12293 SE Florida Ave



Comparable 2 8505 SE Eucalyptus Way



Comparable 3

11501 SE Ella Ave

Comparable Photo Page

Borrower	n/a							
Property Address	8456 SE Fern St							
City	Hobe Sound	County	Martin	State	FL	Zip Code	33455	
Lender/Client	Martin County Board of Co	unty Commissioners						



Comparable 4

8449 SE Citrus Way

Comparable 5

Comparable 6

PROPERTY TYPE & USE "AS IS"

Property Type: Detached single family residence.

Property Use "as is": Residence

SCOPE OF WORK

Mandy Johns, F.R.P, representing the Martin County Board of County Commissioners, engaged my services to provide an opinion of the <u>Market Value</u> of the <u>Fee Simple Interest</u> in the real estate located at 8456 Fern Street, Hobe Sound, Florida. The valuation date is July 12, 2021, the date of my property inspection.

 The subject is a detached 3 bedrooms 2 bath, single-family residence located on a 7,500sf lot.

The property has been damaged by neighborhood flooding thus as of the date of appraisal the property is uninhabitable.

Per Ms. Johns, my client representative, the subject is to be appraised in the property's condition prior to the flooding, with the date of appraisal current, which is my date of property inspection, July 12, 2021.

Based on my inspection and conversation with the property owner Ms. Renee McClain, I have ascertained the building's interior finishes and likely condition pre-flood conditions to assist in valuation.

Because my opinion of value reflects current market conditions, but pre-flood property condition, the appraisal is considered hypothetical as defined below.

<u>Hypothetical Condition</u> — Source, Uniform Standards of Professional Practice (USPAP), 2014-2015, ed. A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.

Hypothetical conditions are contrary to known facts about **physical**, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Valuation is performed via the Sales Comparison Approach and the Cost Approach.

Valuation via the Sales Comparison Approach required research and analysis of sales and listings of properties with a highest and best use similar to subject of the appraisal. Research was conducted using public records, data services, multiple listing services (MLS), and interviews with buyers, sellers, brokers, et cetera. Market Research began in the subject's neighborhood and extended throughout the Hobe Sound community. Research located three reasonably similar properties within subject's neighborhood for analysis and one property located easterly between Old Dixie Highway and Gomez Avenue.

Data gathered is ideally verified with a knowledgeable participant of a transaction, followed by analysis of the data to interpret market trends, including street side inspection of the properties and review of the neighborhoods. The analyzed data was then applied to the subject for an indication value.

Because the subject is older and suffers value loss for physical depreciation, market participants do not typically consider replacement cost less accrued depreciation as an indication of value, however, to assist in forming my opinion of value and for support of the Sales Comparison Approach analysis the Cost Approach was performed.

My final opinion of value, however, relied on the value indication via the Sales Comparison Approach as strong market demand is driving pricing and value levels.

Also, although there are investors in properties like subject for rental income, and although rental rates have increased, the owner occupant market is stronger, upwardly affecting prices, resulting in owner occupancy as highest and best use, thus the Income Approach is not performed.

- Client: Martin County Board of County Commissioners and/or their representatives.
- The appraisal and report are subject to the Ordinary Limiting Conditions, Extra Ordinary Assumptions, and Certification included within this report.
- Intended User: The Intended User of the appraisal report are the client and client representatives. The report is not intended for another user.
- Intended Use of the Appraisal: The appraisal is intended to provide an opinion of the Market Value for possible marketing of the asset. The appraisal is not intended for another use.

EXPOSURE

Exposure time: - Source, Appraisal Institute, Dictionary of Real Estate Appraisal, 5th ed.

- 1. The time a property remains on the market.
- 2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

Properties analyzed found contracts closing within 2 to 3+ months. Based on the analyzed data, in my opinion, consummation of a sale of the subject as of the date of appraisal would have required an exposure period of approximately 2 to 3 months, assuming the offering price was at or near my opinion of value and adequately exposed through the typical marketing services, i.e., MLS.

DEFINITIONS

APPRAISAL REPORT FORMAT

Per Uniform Standards of Appraisal Practice (USPAP 2016-2017) – Standards Rule 2-2, each written real property appraisal report must be prepared under one of the following options and prominently state which options is used: Appraisal Report or Restricted Appraisal Report.

<u>ARM'S LENGTH TRANSACTION</u> — Source, Appraisal Institute, Dictionary of Real Estate Appraisal, 6th ed. A transaction between unrelated parties who are each acting in his or her own best interest.

MARKET VALUE - Market Value, as defined in Chapter 12, Code of Federal Regulation, Part 34.42, is:

The most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. Buyer and seller are typically motivated.
- 2. Both parties are well informed or well advised, and each acting in what he considers his own best interest.
- 3. A reasonable time is allowed for exposure in the open market.
- 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5. The price represents a normal consideration for the property sold unaffected by special or created financing or sales concessions granted by anyone associated with the sale.

<u>FEE SIMPLE ESTATE</u> — Source, Appraisal Institute, Dictionary of Real Estate Appraisal, 6th ed.

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

SALES COMPARISON APPROACH – Source, Appraisal Inst., Dictionary of Real Estate Appraisal, 6th ed. The process of deriving a value indication for the subject property by comparing sales of similar properties to the being appraised, identifying appropriate units of comparison, and making appropriate adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.

<u>COST APPROACH</u> – Source, Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed.

A set of procedures through which a value indication is derived for the fee simple estate by estimating the

A set of procedures through which a value indication is derived for the fee simple estate by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive or profit; deducting depreciation from the total cost; and adding the estimated land value. Adjustments may then be made to the indicated value of the fee simple estate in the subject property to reflect the value of the property interest being appraised.

ORDINARY LIMITING CONDITIONS AND UNDERLYING ASSUMPTIONS

- 1. The value given in this appraisal report represents the opinion of the signer as to the Value AS OF THE DATE SPECIFIED. Values of real estate are affected by an enormous variety of forces and conditions will vary with future conditions, sometimes sharply within a short time. Responsible ownership and competent management are assumed.
- 2. This appraisal report covers the premises herein described only. Neither the figures herein nor any analysis thereof, nor any unit values derived therefrom are to be construed as applicable to any other property, however, similar the same may be.
- 3. It is assumed that the title to said premises is good; that the legal description of the premises is correct; that the improvements are entirely and correctly located on the property; but no investigation or survey has been made, unless so stated.
- 4. The value given in this appraisal report is gross, without consideration given to any encumbrance, restriction, or question of title, unless so stated.
- 5. Easements may not be recorded or may exist by customary use or by other legal means. The appraiser is not qualified to search legal records as to easements. Because rights of others can have influence on real estate values, the values reported herein are predicated on a qualified legal opinion that assumptions regarding easements and the rights of others is representative of actual conditions.
- 6. Information as to the description of the premises, restrictions, improvements and income features of the property involved in this report is as has been submitted by the applicant for this appraisal or has been obtained by the signer hereto. All such information is considered correct; however, no responsibility is assumed as to the correctness thereof unless so stated in the report.
- 7. The physical condition of the improvements described herein was based on visual inspection. No liability is assumed for the soundness of structural members since no engineering tests were made of the same. The property is assumed to be free of termites and other destructive pests.
- 8. Possession of any copy of this report does not carry with it the right of publication, nor may it be used for any purpose by any but the applicant without the previous written consent of the appraiser or the applicant, and in any event, only in its entirety.
- 9. Neither all nor part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent of the author; particularly as to the valuation conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute, or to the SRA or MAI designations.
- 10. The appraiser herein, by reason of this report is not required to give testimony in court or attend hearings, with reference to the property herein appraised, unless arrangements have been previously made.
- 11. The Contract for the appraisal of said premises is fulfilled by the signer hereto upon the delivery of this report duly executed.
- 12. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and zoning laws unless non-compliance is stated, defined, and considered in the appraisal report.
- 13. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field, if desired.
- 14. The Americans with Disabilities Act (ADA) became effective January 26, 1992, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

EXTRAORDINARY ASSUMPTIONS

EXTRAORDINARY ASSUMPTION Defined -

Appraisal Institute, Dictionary of Real Estate Appraisal, 6th ed., per USPAP 2016-2017 ed.

An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

- 1. As of the date of appraisal the United States remains in the Coronavirus pandemic although the national state and local economy is open and within the local residential real estate market demand is strong with no evidence of any negative change in demand or value levels.
- 2. Per client instructions the date of appraisal is current, July 3, 2021, the date of my property inspection, but because the subject has flood damage, I am client instructed to consider subject's condition pre-flood damage. My description of the subject pre-flood damage and my opinion of value was aided by conversation with the owner Ms. Renee McClain, and the information provided is assumed an accurate representation of the subject pre-flood damage.
- 3. At the SE corner of the garage and adjacent to the driveway there is an oil spill. The volume of the spill is unknown, but on the surface, it does not appear the spill is significant; however, the area should be cleaned, and my opinion of value assumes there is no significant contamination from the spill.

CERTIFICATE OF APPRAISAL

I certify that, to the best of our knowledge and belief:

- a) The statements of fact contained in this report are true and correct.
- b) The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- c) I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
- d) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- e) My compensation is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- f) The reported analyses, opinion, and conclusions were developed, and this report has been prepared, in conformity with the requirement of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- g) Daniel D. Fuller inspected the property that is the subject of this report.
- h) No one provided professional assistance to the signor of this report.
- i) The appraiser has performed within the context of the competency provision of the Uniform Standards of Professional Appraisal Practice.
- j) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- k) "As of the date of this report, I, Daniel D. Fuller, MAI, SRA, have completed the requirements under the continuing education program of the Appraisal Institute."
- I) This appraisal assignment was not made, nor was the appraisal rendered basis on a requested minimum valuation, specific valuation, or an amount which would result in approval of the loan.
- m) I have not appraised the subject, nor have I provided any other services in any capacity relating to this property within the three years prior to my engagement for this assignment.

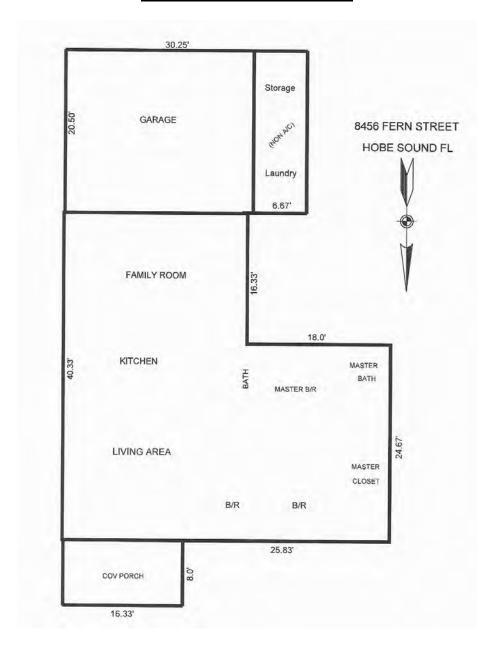
Daniel D. Fuller, MAI

State-Certified General Real Estate Appraiser RZ567

AERIAL MAP EXHIBIT (subject outlined)



BUILDING SKETCH EXHIBIT



Subject Photographed 7/12/2021



Subject view for intersection Fern St. & Lantana Ave.



Front elevation



Rear elevation



East elevation



South elevation along garage wall



Rear garage elevation



Kitchen area



Living area w/ kitchen on left w/ bedrooms & guest bath in background



Master bath



Guest bath



Family room



Garage



Back garage wall w/ laundry room on right & storage room on left



Note: there appears to be an oil spill at the SE corner of the garage (See Extraordinary Assumptions relating to the spill)



Board of County Commissioners

Agenda Item Summary

File ID: 21-1048 PH-1 Meeting Date: 9/28/2021

PLACEMENT: Public Hearings

TITLE:

PUBLIC HEARING TO CONSIDER ADOPTION OF AN ORDINANCE REPEALING ARTICLE 6 RELATING TO TOBACCO PRODUCTS AND AMENDING ARTICLE 7 RELATING TO ELECTRONIC NICOTINE DELIVERY DEVICES OF CHAPTER 87, GENERAL ORDINANCES, MARTIN COUNTY CODE

EXECUTIVE SUMMARY:

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

DEPARTMENT: County Attorney

PREPARED BY: Name: Elysse A. Elder

Title: Senior Assistant County Attorney

REQUESTED BY:

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

On December 20, 2019, President Trump signed legislation to amend the Federal Food, Drug and Cosmetic Act to raise the federal minimum age for the purchase of tobacco products from 18 to 21. This created inconsistencies with many states' laws that established 18 as the minimum age for the purchase of tobacco products, including Florida. Even though the Florida Legislature approved Senate Bill (SB) 810 in the 2020 legislative session which raised the minimum age for the sale of tobacco products to 21 in Florida, the bill was vetoed by Governor DeSantis. As a result, Florida law was inconsistent with federal law for the minimum age to purchase tobacco products. This created an enforcement issue for local law enforcement.

Recognizing the inconsistency between federal and state law and to combat the negative impacts of tobacco use in Martin County, on November 17, 2020, the Board adopted a Tobacco 21 Ordinance,

Ordinance 1149, which became effective on February 1, 2021. Ordinance 1149 was codified into Article 6 and Article 7, General Ordinances, Martin County Code. Article 6, relating to tobacco products was amended to increase the minimum age to purchase tobacco products from 18 to 21 and to establish the requirement that tobacco retailers in unincorporated Martin County obtain a Tobacco Distribution License (TDL) in order to sell tobacco products. It also provided enforcement provisions for violations of the Ordinance.

On May 7, 2021, Governor DeSantis signed Senate Bill (SB) 1080 relating to tobacco and nicotine products. Under the new legislation, the establishment of the minimum age for purchasing or possession, and the regulation for the marketing, sale or delivery of tobacco and nicotine products is preempted to the state beginning October 1, 2021. As a result, all of the provisions in Article 6 will need to be repealed by October 1, 2021. The portions of the Ordinance relating to the Tobacco Distribution License requirements and its enforcement were repealed by the Board in June 2021. The remainder of Article 6 needs to be repealed by October 1, 2021 because of the preemption language.

Regulation of the use of vapor generating devices is not preempted to the State, and accordingly, Article 7 can remain in effect in Martin County. Article 7 utilizes the definition of vapor generating device in Article 6. As a result, Article 7 needs to be amended to update the definition of vapor generating device to be consistent with Florida Statutes Section 386.203(15).

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

This is a legislative matter. Legislative decisions are those in which the local government formulates policy rather than applying specific rules to a particular situation. A local government's approval or denial of an issue in its legislative capacity is typically subject to a fairly debatable standard of review. Fairly debatable means that the government's action must be upheld if reasonable minds could differ as to the propriety of the decision reached. Decisions subject to the fairly debatable standard of review need only be rationally related to a legitimate public purpose, such as the health, safety, and welfare of the public, to be valid. Given this broad discretion, only decisions that arbitrary and capricious or illegal are subject to serious legal challenge.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board approve the proposed Ordinance.

ALTERNATIVE RECOMMENDATIONS

Provide staff with further direction.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS None **DOCUMENT(S) REQUIRING ACTION:** ☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement ☐ Grant / Application □Notice ☐ 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>.

BEFORE THE BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

ORDINANCE NO.____

AN ORDINANCE AMENDING CHAPTER 87, GENERAL ORDINANCES, MARTIN COUNTY CODE; REPEALING ARTICLE 6 RELATING TO TOBACCO PRODUCTS; AMENDING ARTICLE 7 RELATING TO PROHIBITION ON USE OF VAPOR-GENERATING ELECTRONIC DEVICES; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY, APPLICABILITY, FILING WITH THE DEPARTMENT OF STATE, AN EFFECTIVE DATE, AND CODIFICATION.

WHEREAS, the Board of County Commissioners of Martin County, Florida, is authorized by provisions in Chapter 125, Florida Statutes, to provide for the health, safety and general welfare of the residents of Martin County; and

WHEREAS, the use of tobacco products has had devastating health and economic consequences in Martin County; and

WHEREAS, to help combat the impact of tobacco product use, on November 17, 2020 the Board adopted Ordinance 1149, which, among other things, established 21 as the minimum age for the purchase and use of tobacco products in Martin County and established a Tobacco Distribution License requirement for tobacco retailers in Martin County; and

WHEREAS, Ordinance 1149 was codified in Article 6, pertaining to tobacco products, and Article 7, pertaining to the use of vapor-generating devices, in Chapter 87, General Ordinances, Martin County Code; and

WHEREAS, on May 7, 2021, Governor DeSantis signed Senate Bill 1080 which contains language preempting local governments from regulating the minimum age for purchasing or possessing and the marketing, sale or delivery of nicotine products beginning October 1, 2021; and

WHEREAS, based on the preemption language contained in Senate Bill 1080, Article 6, Chapter 87, General Ordinances, Martin County Code must be repealed in its entirety; and

WHEREAS, Article 7, Chapter 87, Martin County Code provides restrictions pertaining to the use of vapor-generating electronic devices in Martin County; and

WHEREAS, Florida Statutes § 386.209 has not been amended or repealed and specifically authorizes county ordinances that impose restrictive regulations on the use of vapor-generating electronic devices; and

WHEREAS, Article 7, Prohibition on Use of Vapor-Generating Devices, Chapter 87, General Ordinances, Martin County Code does not need to be repealed.

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

PART 1: REPEAL OF ARTICLE 6. TOBACCO PRODUCTS, CHAPTER 87, HEALTH, GENERAL ORDINANCES, MARTIN COUNTY CODE.

Article 6, Tobacco Products, Chapter 87, Health, General Ordinances, Martin County Code is repealed in its entirety.

ARTICLE 6. - RESERVED

Secs. 87.131-87.145. – Reserved.

PART 2: ARTICLE 7. PROHIBITION ON USE OF VAPOR-GENERATING ELECTRONIC DEVICES, CHAPTER 87, GENERAL ORDINANCES, MARTIN COUNTY CODE, IS HEREBY AMENDED AS FOLLOWS:

Sec. 87.147. Use of vapor-generating electronic device

The use of a vapor-generating electronic device, as defined in <u>F.S. § 386.203 (15)</u>, <u>Article 6</u>, is prohibited at all locations within the unincorporated County at which smoking and vaping are prohibited under F.S. ch. 386, or within 50 feet thereof and at County parks.

PART 3: CONFLICTING PROVISIONS.

Special acts of the Florida Legislature applicable only to unincorporated areas of Martin County, County ordinances and County resolutions, or parts thereof, in conflict with this ordinance are hereby superseded by this ordinance to the extent of such conflict.

PART 4: SEVERABILITY.

If any portion of this ordinance is for any reason held or declared to be unconstitutional, inoperative or void, by a court of competent jurisdiction, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances by a court of competent jurisdiction, such holding shall not affect its applicability to any other person, property or circumstances.

PART 5: APPLICABILITY.

This ordinance shall be applicable throughout the unincorporated area of Martin County.

PART 6: FILING WITH DEPARTMENT OF STATE.

The Clerk shall be and is hereby directed forthwith to scan this Ordinance in accordance with Rule 1B-26.003, Florida Administrative Code, and file same with the Florida Department of State via electronic transmission.

PART 7: EFFECTIVE DATE.

This ordinance shall take effect immediately upon filing with the Office of Secretary of State.

PART 8: CODIFICATION.

Provisions of this ordinance shall be incorporated in the County Code, except parts 3 to 8 shall not be codified. The word "ordinance" may be changed to "section," "article" or other word, and the sections of this ordinance may be renumbered or re-lettered.

DULY PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY THIS DAY OF SEPTEMBER 2021.

ATTEST:	BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER	STACEY HETHERINGTON, CHAIR
	APPROVED AS TO FORM & LEGAL SUFFICIENCY:
	SARAH W. WOODS, COUNTY ATTORNEY

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Board of County Commissioners

Agenda Item Summary

File ID: 21-0881 PH-2 Meeting Date: 9/28/2021

PLACEMENT: Public Hearings

TITLE:

FINAL FISCAL YEAR 2022/2022 BUDGET PUBLIC HEARING

EXECUTIVE SUMMARY:

There will be an outline of the public hearing procedures followed by an overview and review/approval of the Resolutions.

DEPARTMENT: Administration

PREPARED BY: Name: Donna Gordon

Title: Executive Aide

REQUESTED BY: Taryn Kryzda, County Administrator

PRESET: 5:05 PM

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Outline of Procedure for Public Hearing

Overview

Review of Final Millage Rates, Percentage of Increase Over Rollback Rate Purpose of Tax Increase Personnel Change Summary

Adoption of Final Millage Rates and Budgets

- A. Final Adoption Board of County Commissioners Countywide Taxing Authority millage rate for fiscal 2022 by the Martin County Board of County Commissioners
- B. Final Adoption Board of County Commissioners Countywide Taxing Authority budget amount for fiscal 2022 by the Martin County Board of County Commissioners
- C. Final Adoption Martin County District One Municipal Services Taxing Unit (MSTU) Taxing Authority millage rate for fiscal 2022 by the Martin County Board of County Commissioners
- D. Final Adoption Martin County District One Municipal Services Taxing Unit (MSTU) Taxing Authority budget amount for fiscal 2022 by the Martin County Board of County Commissioners

- E. Final Adoption Martin County District Two Municipal Services Taxing Unit (MSTU) Taxing Authority millage rate for fiscal 2022 by the Martin County Board of County Commissioners
- F. Final Adoption Martin County District Two Municipal Services Taxing Unit (MSTU) Taxing Authority budget amount for fiscal 2022 by the Martin County Board of County Commissioners
- G. Final Adoption Martin County District Three Municipal Services Taxing Unit (MSTU) Taxing Authority millage rate for fiscal 2022 by the Martin County Board of County Commissioners
- H. Final Adoption Martin County District Three Municipal Services Taxing Unit (MSTU) Taxing Authority budget amount for fiscal 2022 by the Martin County Board of County Commissioners
- I. Final Adoption Martin County District Four Municipal Services Taxing Unit (MSTU) Taxing Authority millage rate for fiscal 2022 by the Martin County Board of County Commissioners
- J. Final Adoption Martin County District Four Municipal Services Taxing Unit (MSTU) Taxing Authority budget amount for fiscal 2022 by the Martin County Board of County Commissioners
- K. Final Adoption Martin County District Five Municipal Services Taxing Unit (MSTU) Taxing Authority millage rate for fiscal 2022 by the Martin County Board of County Commissioners
- L. Final Adoption Martin County District Five Municipal Services Taxing Unit (MSTU) Taxing Authority budget amount for fiscal 2022 by the Martin County Board of County Commissioners
- M. Final Adoption Martin County Special District A-61 (Hutchinson Island) Municipal Services Taxing Unit (MSTU) Taxing Authority millage rate for fiscal 2022 by the Martin County Board of County Commissioners
- N. Final Adoption Martin County Special District A-61 (Hutchinson Island) Municipal Services Taxing Unit (MSTU) Taxing Authority budget amount for fiscal 2022 by the Martin County Board of County Commissioners
- O. Final Adoption Martin County Fire Rescue Municipal Services Taxing Unit (MSTU) Taxing Authority millage rate for fiscal 2022 by the Martin County Board of County Commissioners
- P. Final Adoption Martin County Fire Rescue Municipal Services Taxing Unit (MSTU) Taxing Authority budget amount for fiscal 2022 by the Martin County Board of County Commissioners
- Q. Final Adoption Martin Countywide Municipal Services Taxing Unit (MSTU) Unincorporated (Stormwater & Road Maintenance) Taxing Authority millage rate for fiscal 2022 by the Martin County Board of County Commissioners
- R. Final Adoption Martin Countywide Municipal Services Taxing Unit (MSTU) Unincorporated (Stormwater & Road Maintenance) Taxing Authority budget amount for fiscal 2022 by the Martin County Board of County Commissioners
- S. Final Adoption Martin Countywide Municipal Services Taxing Unit (MSTU) Parks/Recreation Taxing Authority millage rate for fiscal 2022 by the Martin County Board of County Commissioners

- T. Final Adoption Martin Countywide Municipal Services Taxing Unit (MSTU) Parks/Recreation Taxing Authority budget amount for fiscal 2022 by the Martin County Board of County Commissioners
- U. Final Adoption General Unincorporated Fund budget for fiscal 2022 by the Martin County Board of County Commissioners
- V. Final Adoption Building and Permitting Fund budget amount for fiscal 2022 by the Martin County Board of County Commissioners
- W. Final Adoption Impact Fee Funds budget for fiscal 2022 by the Martin County Board of County Commissioners
- X. Final Adoption Special Revenue Funds budget amount for fiscal 2022 by the Martin County Board of County Commissioners
- Y. Final Adoption Grant Funds budget for fiscal 2022 by the Martin County Board of County Commissioners
- Z. Final Adoption Other Debt Service Funds budget amount for fiscal 2022 by the Martin County Board of County Commissioners
- AA. Final Adoption Other Capital Project Funds budget for fiscal 2022 by the Martin County Board of County Commissioners
- BB. Final Adoption Utilities Enterprise Funds budget amount for fiscal 2022 by the Martin County Board of County Commissioners
- CC. Final Adoption Solid Waste Enterprise Fund budget for fiscal 2022 by the Martin County Board of County Commissioners
- DD. Final Adoption Airport Enterprise Fund budget amount for fiscal 2022 by the Martin County Board of County Commissioners
- EE. Final Adoption Golf Course Enterprise Fund budget amount for fiscal year 2022 by the Martin County Board of County Commissioners
- FF. Final Adoption Internal Service Funds budget for fiscal 2022 by the Martin County Board of County Commissioners
- GG. Final Adoption Trust Funds budget amount for fiscal 2022 by the Martin County Board of County Commissioners
- HH. Final Adoption Community Redevelopment Area Trust Funds budget amount for fiscal 2022 by the Martin County Board of County Commissioners

ISSUES:

None			
LEGAL SUFFICIENCY REVIEW:			
n/a			
RECOMMENDED ACTION:			
RECOMMENDATION			
Move that the Board adopt the Re	esolutions and a	pprove the Budge	t.
ALTERNATIVE RECOMMENDA	TIONS		
None			
FISCAL IMPACT:			
RECOMMENDATION			
As discussed.			
ALTERNATIVE RECOMMENDA	TIONS		
None			
DOCUMENT(S) REQUIRING AC	TION:		
☐Budget Transfer / Amendment	☐ Chair Letter		☐Contract / Agreement
☐Grant / Application	□Notice	□Ordinance	⊠Resolution
☑Other: 43 Resolutions			

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL MILLAGE FOR FISCAL YEAR 2022 FOR COUNTYWIDE FUNDS.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL millage for FISCAL YEAR 2022:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL millage in the amount of:

BOARD OF COUNTY COMMISSIONERS COUNTYWIDE TAXING AUTHORITY

Percentage of

	Rolled-back	Increase Over	FINAL
Taxing Authority	Rate	Rolled-back Rate	Millage Rate
Board of County Commissioners	6.5122	4.32	6.7934
Countywide			
DULY PASSED AND ADOPTED THIS	TWENTY-EIG	HTH DAY OF SEPT	ΓEMBER 2021.
	BOARD C	F COUNTY COMMIS	SIONERS
ATTEST:	MARTIN	COUNTY, FLORIDA	
	<u> </u>		
CAROLYN TIMMANN, CLERK OF THE	STACEY 1	HETHERINGTON, CH	AIR
CIRCUIT COURT AND COMPTROLLER			
	APPROVE	D AS TO FORM & LEGA	AL SUFFICIENCY:
	SARAHW	V. WOODS, COUNTY	ATTORNEY
	5/11(/111 //		111 1 OIU (L) I

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR COUNTYWIDE FUNDS.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

BOARD OF COUNTY COMMISSIONERS COUNTYWIDE TAXING AUTHORITY

Taxing Authority

Fund Total

Board of County Commissioners
Countywide

DULY PASSED AND ADOPTED THIS TWENTY-EIGHTH DAY OF SEPTEMBER 2021.

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

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL MILLAGE FOR FISCAL YEAR 2022 FOR DISTRICT ONE MSTU FUND.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL millage for FISCAL YEAR 2022;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL millage in the amount of:

DISTRICT ONE MSTU TAXING AUTHORITY

Percentage of

	Rolled-back	Increase Over	FINAL
Taxing Authority	Rate	Rolled-back Rate	Millage Rate
DISTRICT ONE MSTU	.0794	-0.50	.079
DULY PASSED AND ADOPTED THIS	TWENTY-EIG	GHTH DAY OF SEP	ΓEMBER 2021.
	BOARD C	F COUNTY COMMIS	SIONERS
ATTEST:	MARTIN	COUNTY, FLORIDA	
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER	STACEY 1	HETHERINGTON, CH	IAIR
	APPROVE	D AS TO FORM & LEGA	AL SUFFICIENCY:
	SARAH W	V. WOODS, COUNTY	ATTORNEY

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR DISTRICT ONE MSTU FUND.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

DISTRICT ONE MSTU TAXING AUTHORITY

Fund Total

Taxing Authority

DISTRICT ONE MSTU	\$300,000
DULY PASSED AND ADOPTED THIS T	WENTY-EIGHTH DAY OF SEPTEMBER 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

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL MILLAGE FOR FISCAL YEAR 2022 FOR DISTRICT TWO MSTU FUND.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL millage for FISCAL YEAR 2022;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL millage in the amount of:

DISTRICT TWO MSTU TAXING AUTHORITY

		rercentage of	
	Rolled-back	Increase Over	FINAL
Taxing Authority	Rate	Rolled-back Rate	Millage Rate
DISTRICT TWO MSTU	.1059	-1.04	.1048
DULY PASSED AND ADOPTED THIS	TWENTY-EIG	HTH DAY OF SEP	ΓEMBER 2021.
	BOARD C	F COUNTY COMMIS	SIONERS
ATTEST:	MARTIN	COUNTY, FLORIDA	
	_		
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER	STACEY	HETHERINGTON, CH	AIR
oneen eeen me een meeleen	APPROVE	D AS TO FORM & LEGA	AL SUFFICIENCY:
	SARAH W	V. WOODS, COUNTY	ATTORNEY

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR DISTRICT TWO MSTU FUND.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

DISTRICT TWO MSTU TAXING AUTHORITY

Fund Total

Taxing Authority

DISTRICT TWO MSTU	\$215,000
DULY PASSED AND ADOPTED THIS	TWENTY-EIGHTH DAY OF SEPTEMBER 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

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL MILLAGE FOR FISCAL YEAR 2022 FOR DISTRICT THREE MSTU FUND.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL millage for FISCAL YEAR 2022;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL millage in the amount of:

DISTRICT THREE MSTU TAXING AUTHORITY

Percentage of

	Rolled-back	Increase Over	FINAL
Taxing Authority	Rate	Rolled-back Rate	Millage Rate
DISTRICT THREE MSTU	.059	-1.36	.0582
DULY PASSED AND ADOPTED THIS	TWENTY-EIG	GHTH DAY OF SEPT	ГЕМВЕR 2021.
	BOARD C	F COUNTY COMMIS	SIONERS
ATTEST:	MARTIN	COUNTY, FLORIDA	
	_		
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER	STACEY 1	HETHERINGTON, CH	AIR
	APPROVE	D AS TO FORM & LEGA	AL SUFFICIENCY:
	SARAH W	V. WOODS, COUNTY	ATTORNEY

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR DISTRICT THREE MSTU FUND.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

DISTRICT THREE MSTU TAXING AUTHORITY

Fund Total

Taxing Authority

DISTRICT THREE MSTU \$208,000

DULY PASSED AND ADOPTED THIS TWENTY-EIGHTH DAY OF SEPTEMBER 2021.

BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL MILLAGE FOR FISCAL YEAR 2022 FOR DISTRICT FOUR MSTU FUND.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL millage for FISCAL YEAR 2022;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL millage in the amount of:

DISTRICT FOUR MSTU TAXING AUTHORITY

		Percentage of	
	Rolled-back	Increase Over	FINAL
Taxing Authority	Rate	Rolled-back Rate	Millage Rate
DISTRICT FOUR MSTU	0.0632	-0.95	.0626
DULY PASSED AND ADOPTED THIS	TWENTY-EIG	HTH DAY OF SEPT	ΓEMBER 2021.
	BOARD C	F COUNTY COMMIS	SIONERS
ATTEST:	MARTIN	COUNTY, FLORIDA	
	_		
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER	STACEY 1	HETHERINGTON, CH	AIR
	APPROVE	D AS TO FORM & LEGA	AL SUFFICIENCY:
	SARAH W	V. WOODS, COUNTY	ATTORNEY

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR DISTRICT FOUR MSTU FUND.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

DISTRICT FOUR MSTU TAXING AUTHORITY

Fund Total

Taxing Authority

DISTRICT FOUR MSTU	\$200,000
DULY PASSED AND ADOPTED THIS T	WENTY-EIGHTH DAY OF SEPTEMBER 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

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL MILLAGE FOR FISCAL YEAR 2022 FOR DISTRICT FIVE MSTU FUND.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL millage for FISCAL YEAR 2022;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL millage in the amount of:

DISTRICT FIVE MSTU TAXING AUTHORITY

		Percentage of	
	Rolled-back	Increase Over	FINAL
Taxing Authority	Rate	Rolled-back Rate	Millage Rate
DISTRICT FIVE MSTU	.0669	-1.05	.0662
DULY PASSED AND ADOPTED THIS	TWENTY-EIG	GHTH DAY OF SEPT	ΓEMBER 2021.
	BOARD C	F COUNTY COMMIS	SIONERS
ATTEST:	MARTIN	COUNTY, FLORIDA	
	_		
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER	STACEY 1	HETHERINGTON, CH	AIR
enteen eeem me eem meelee	APPROVE	D AS TO FORM & LEGA	AL SUFFICIENCY:
	SARAH W	V. WOODS, COUNTY	ATTORNEY

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR DISTRICT FIVE MSTU FUND.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

DISTRICT FIVE MSTU TAXING AUTHORITY

Fund Total

\$250,000

Taxing Authority

DISTRICT FIVE MSTU

DULY PASSED AND ADOPTED THIS TWENTY-EIGHTH DAY OF SEPTEMBER 2021.

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

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL MILLAGE FOR FISCAL YEAR 2022 FOR SPECIAL DISTRICT A-61 (Hutchinson Island) MSTU FUND.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL millage for FISCAL YEAR 2022:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL millage in the amount of:

SPECIAL DISTRICT A-61 (Hutchinson Island) MSTU TAXING AUTHORITY

Rolled-back

Percentage of

Increase Over

FINAL

Rolled-back Rate Taxing Authority Millage Rate Rate Special District A-61 .2034 21.63 .2474 (Hutchinson Island) MSTU DULY PASSED AND ADOPTED THIS TWENTY-EIGHTH DAY OF SEPTEMBER 2021. **BOARD OF COUNTY COMMISSIONERS** ATTEST: MARTIN COUNTY, FLORIDA CAROLYN TIMMANN, CLERK OF THE STACEY HETHERINGTON, CHAIR CIRCUIT COURT AND COMPTROLLER APPROVED AS TO FORM & LEGAL SUFFICIENCY: SARAH W. WOODS, COUNTY ATTORNEY

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR SPECIAL DISTRICT A-61 (Hutchinson Island) MSTU FUND.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

SPECIAL DISTRICT A-61 (Hutchinson Island) MSTU TAXING AUTHORITY

<u>Taxing Authority</u> Special District A-61 (Hutchinson Island) MSTU Fund Total \$392,250

DULY PASSED AND ADOPTED THIS TWENTY-EIGHTH DAY OF SEPTEMBER 2021.

ATTEST:	BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA
CAROLYN TIMMANN, CLERK OF THE	STACEY HETHERINGTON, CHAIR
CIRCUIT COURT AND COMPTROLLER	APPROVED AS TO FORM & LEGAL SUFFICIENCY:
	SARAH W. WOODS, COUNTY ATTORNEY

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL MILLAGE FOR FISCAL YEAR 2022 FOR FIRE RESCUE MSTU UNINCORPORATED FUND.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL millage for FISCAL YEAR 2022:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL millage in the amount of:

FIRE RESCUE MSTU UNINCORPORATED TAXING AUTHORITY

Percentage of

Rolled-back Increase Over FINAL Rolled-back Rate Taxing Authority Millage Rate Rate Fire Rescue MSTU 2.5951 2.6835 3.41Unincorporated DULY PASSED AND ADOPTED THIS TWENTY-EIGHTH DAY OF SEPTEMBER 2021. **BOARD OF COUNTY COMMISSIONERS** ATTEST: MARTIN COUNTY, FLORIDA CAROLYN TIMMANN, CLERK OF THE STACEY HETHERINGTON, CHAIR CIRCUIT COURT AND COMPTROLLER APPROVED AS TO FORM & LEGAL SUFFICIENCY: SARAH W. WOODS, COUNTY ATTORNEY

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR FIRE RESCUE MSTU UNINCORPORATED FUND.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

FIRE RESCUE MSTU UNINCORPORATED TAXING AUTHORITY

Fund Total

Taxing Authority

Fire Rescue MSTU Unincorporated	\$57,063,993
DULY PASSED AND ADOPTED THIS TV	VENTY-EIGHTH DAY OF SEPTEMBER 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

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL MILLAGE FOR FISCAL YEAR 2022 FOR COUNTYWIDE MSTU UNINCORPORATED (STORMWATER & ROAD MAINTENANCE) FUNDS.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL millage for FISCAL YEAR 2022:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL millage in the amount of:

COUNTYWIDE MSTU UNINCORPORATED (STORMWATER & ROAD MAINTENANCE) TAXING AUTHORITY

		Percentage of	
	Rolled-back	Increase Over	FINAL
Taxing Authority	Rate	Rolled-back Rate	Millage Rate
Countywide MSTU	.5865	2.59	.6017
Unincorporated (Stormwater			
& Road Maintenance)			
,			
DULY PASSED AND ADOPTED THIS	TWENTY-EIG	GHTH DAY OF SEPT	ΓEMBER 2021.
	BOARD C	F COUNTY COMMIS	SIONERS
ATTEST:	MARTIN	COUNTY, FLORIDA	
CAROLYN TIMMANN, CLERK OF THE	STACEY	HETHERINGTON, CH	IAIR
CIRCUIT COURT AND COMPTROLLER	A DDD OME		AL CHEEKCIENCY
	APPROVE	D AS TO FORM & LEGA	AL SUFFICIENCY:
	SARAH W	V. WOODS, COUNTY	ATTORNEY

Q

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR COUNTYWIDE MSTU UNINCORPORATED (STORMWATER & ROAD MAINTENANCE) FUND.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

COUNTYWIDE MSTU UNINCORPORATED (STORMWATER & ROAD MAINTENANCE) TAXING AUTHORITY

Taxing Authority
Countywide MSTU
Unincorporated (Stormwater & Road
Maintenance)

Fund Total
\$10,091,972

DULY PASSED AND ADOPTED THIS TWENTY-EIGHTH DAY OF SEPTEMBER 2021.

ATTEST:	BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA
CAROLYN TIMMANN, CLERK OF THE	STACEY HETHERINGTON, CHAIR
CIRCUIT COURT AND COMPTROLLER	APPROVED AS TO FORM & LEGAL SUFFICIENCY:
	SARAH W. WOODS, COUNTY ATTORNEY

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL MILLAGE FOR FISCAL YEAR 2022 FOR MSTU PARKS/RECREATION FUND.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL millage for FISCAL YEAR 2022:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL millage in the amount of:

COUNTYWIDE MSTU PARKS/RECREATION TAXING AUTHORITY

		Percentage of	
	Rolled-back	Increase Over	FINAL
Taxing Authority	Rate	Rolled-back Rate	Millage Rate
MSTU Parks/	.1901	-1.00	.1882
Recreation			
DULY PASSED AND ADOPTED THIS	TWENTY-EIG	GHTH DAY OF SEPT	ΓEMBER 2021.
	BOARD C	F COUNTY COMMIS	SIONERS
ATTEST:	MARTIN	COUNTY, FLORIDA	
CAROLYN TIMMANN, CLERK OF THE	STACEY	HETHERINGTON, CH	IAIR
CIRCUIT COURT AND COMPTROLLER			
	APPROVE	D AS TO FORM & LEGA	AL SUFFICIENCY:
	CADAILY	I WIOODG GOIDITH	ATTODNEY
	SAKAH W	V. WOODS, COUNTY	ATTOKNEY

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR MSTU PARKS/RECREATION FUND.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

COUNTYWIDE MSTU PARKS/RECREATION TAXING AUTHORITY

Taxing Authority

Fund Total

MSTU Parks/
Recreation

DULY PASSED AND ADOPTED THIS TWENTY-EIGHTH DAY OF SEPTEMBER 2021.

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

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR THE GENERAL UNINCORPORATED FUND.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

GENERAL UNINCORPORATED FUND

Fund Total

Non-Taxing Fund

General Unincorporated Fund	\$5,699,368
DULY PASSED AND ADOPTED THIS	TWENTY-EIGHTH DAY OF SEPTEMBER 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

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR THE BUILDING AND PERMITTING FUND.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

BUILDING AND PERMITTING FUND

Non-Taxing Fund Building and Permitting	<u>Fund Total</u> \$9,108,000
DULY PASSED AND ADOPTED THIS TW	ENTY-EIGHTH DAY OF SEPTEMBER 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

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR THE IMPACT FEE FUNDS.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

IMPACT FEE FUNDS

Non-Taxing Fund Impact Fees	<u>Fund Total</u> \$3,837,326
DULY PASSED AND ADOPTED THIS	TWENTY-EIGHTH DAY OF SEPTEMBER 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

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR THE SPECIAL REVENUE FUNDS.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

SPECIAL REVENUE FUNDS

Fund Total

Non-Taxing Fund

Special Revenue	\$21,613,298
DULY PASSED AND ADOPTED THIS	TWENTY-EIGHTH DAY OF SEPTEMBER 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

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR THE GRANT FUNDS.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

GRANT FUNDS

Non-Taxing Fund

Grants	\$567,457
DULY PASSED AND ADOPTED THIS	TWENTY-EIGHTH DAY OF SEPTEMBER 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

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR THE OTHER DEBT SERVICE FUNDS.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

OTHER DEBT SERVICE FUNDS

Non-Taxing Fund Other Debt Service	<u>Fund Total</u> \$10,590,913
DULY PASSED AND ADOPTED THIS TV	VENTY-EIGHTH DAY OF SEPTEMBER 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

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR THE OTHER CAPITAL PROJECT FUNDS.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

OTHER CAPITAL PROJECT FUNDS

Fund Total

Non-Taxing Fund

Other Capital Projects \$11,982,768

DULY PASSED AND ADOPTED THIS TWENTY-EIGHTH DAY OF SEPTEMBER 2021.

BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR THE UTILITIES ENTERPRISE FUNDS.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

UTILITIES ENTERPRISE FUNDS

Fund Total

Non-Taxing Fund

Utilities Enterprise	\$90,157,455
DULY PASSED AND ADOPTED THIS	TWENTY-EIGHTH DAY OF SEPTEMBER 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

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR THE SOLID WASTE ENTERPRISE FUND.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

SOLID WASTE ENTERPRISE FUND

Fund Total

Non-Taxing Fund

Solid Waste Enterprise \$40,700,323

DULY PASSED AND ADOPTED THIS TWENTY-EIGHTH DAY OF SEPTEMBER 2021.

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

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR THE AIRPORT ENTERPRISE FUND.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

AIRPORT ENTERPRISE FUND

Non-Taxing Fund

Airport Enterprise	\$2,266,213
DULY PASSED AND ADOPTED THIS	TWENTY-EIGHTH DAY OF SEPTEMBER 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

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR THE GOLF COURSE ENTERPRISE FUND.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

GOLF COURSE ENTERPRISE FUND

Non-Taxing Fund Golf Course Enterprise	<u>Fund Total</u> \$2,119,598
DULY PASSED AND ADOPTED THIS T	TWENTY-EIGHTH DAY OF SEPTEMBER 2021.
ATTEST:	BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA
CAROLYN TIMMANN, CLERK OF THE	STACEY HETHERINGTON, CHAIR
CIRCUIT COURT AND COMPTROLLER	APPROVED AS TO FORM & LEGAL SUFFICIENCY:
	SARAH W. WOODS, COUNTY ATTORNEY

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR THE INTERNAL SERVICE FUNDS.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

INTERNAL SERVICE FUNDS

Non-Taxing Fund

Fund Total

Internal Service Funds	\$34,187,622
DULY PASSED AND ADOPTED THIS	TWENTY-EIGHTH DAY OF SEPTEMBER 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:
	AFFROVED AS TO FORM & LEGAL SUFFICIENCY:

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR THE TRUST FUNDS.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

TRUST FUNDS

Fund Total

Non-Taxing Fund

Trust	\$125,000
DULY PASSED AND ADOPTED THIS	TWENTY-EIGHTH DAY OF SEPTEMBER 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

RESOLUTION NUMBER 21-9.X

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS TO ADOPT A FINAL BUDGET FOR FISCAL YEAR 2022 FOR THE COMMUNITY REDEVELOPMENT AREA TRUST FUNDS.

WHEREAS, in compliance with Florida Statutes, Chapters 129 and 200, a budget has been prepared and millage rates for countywide ad valorem has been computed for FISCAL YEAR 2022; and

WHEREAS, the Board of County Commissioners of Martin County, Florida has held budget workshops to establish the FINAL millage rates and the FINAL total budget pursuant to the requirements of Section 200.065(2)(d) and (e); and

WHEREAS, the Board of County Commissioners of Martin County has complied with all requirements of Section 200.065, F.S. and desires to adopt the FINAL budget for FISCAL YEAR 2022:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Martin County, Florida, that the Board adopts the FINAL budget in the amount of:

COMMUNITY REDEVELOPMENT AREA TRUST FUNDS

Non-Taxing Fund

Fund Total

Community Redevelopment Area Trust \$5,904,251

DULY PASSED AND ADOPTED THIS TWENTY-EIGHTH DAY OF SEPTEMBER 2021.

BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY



Board of County Commissioners

Agenda Item Summary

File ID: 21-1093 PHQJ-1 **Meeting Date:** 9/28/2021

PLACEMENT: Public Hearings - Quasi-Judicial

TITLE:

D.R. HORTON, INC. REQUESTS APPROVAL OF REZONING TO PLANNED UNIT DEVELOPMENT THROUGH A PUD ZONING AGREEMENT INCLUDING A MASTER/FINAL SITE PLAN FOR THE PRESERVE AT PARK PLACE PROJECT (V038-002)

EXECUTIVE SUMMARY:

D.R. Horton, Inc. requests approval of rezoning to a Planned Unit Development (PUD) zoning district classification through The Preserve at Park Trace PUD Zoning Agreement. Included is a master/final site plan for the development of a 114-lot single family subdivision and the associated infrastructure on an approximate 97-acre parcel located on the south side of SE Cove Road at the SE Willoughby Boulevard intersection in Stuart. Included is a request for a Certificate of Public Facilities Reservation.

DEPARTMENT: Growth Management

PREPARED BY: Name: Peter Walden, AICP

Title: Principal Planner

REQUESTED BY: Lucido and Associates, Morris A. Crady, AICP

PRESET:

PROCEDURES: Quasi-Judicial

BACKGROUND/RELATED STRATEGIC GOAL:

The existing future land use designation on the parcel is Estate Density up to two units per acre. The existing zoning district designation is RE-½A, Residential Estate District. The PUD zoning district will allow the applicant to transfer density and to cluster development; this will in turn provide more open space. The proposed site plan depicts a density of 1.2 units per acre and provides for approximately 84 percent open space project wide. The proposed Preserve Area Management Plan covers over 62 acres of the 97 acre parcel.

The project is located inside the Primary Urban Services District and therefore has utilities, including water and wastewater services available from Martin County Utilities. The only access to the site is via SE Cove Road. Wetland impacts require a waiver and mitigation measures as there is no upland alternative to provide access to the property.

The proposed public benefits include an additional 10.4 acres of upland preserve area and the

extension of the public sidewalk on the south side of the SE Cove Road approximately 3,000 ft. west from the entrance of The Preserve at Park Trace PUD to the entrance of the Cove Royale PUD.

This application is scheduled for the Local Planning Agency on September 16, 2021.

The following supporting items are attached:

Staff Report

PUD Zoning Agreement

Master/Final site plan

Preserve Area Management Plan (PAMP)

Rezoning Resolution

Application Materials

Landscape Plans

Disclosure of Interest

Notice to Surrounding Properties

Legal Ad

Sign Posting Affidavit

Resolution to Deny

Staff PowerPoint Presentation

ISSUES:

There are no unresolved issues with this application.

LEGAL SUFFICIENCY REVIEW:

Because this request involves the application of a policy to a specific application and site, it is a quasi-judicial decision. Quasi-judicial proceedings must be conducted with more formality than a legislative proceeding. In quasi-judicial proceedings, parties are entitled - as a matter of due process - to cross-examine witnesses, present evidence, demand that witnesses testify under oath, and demand a decision based on a correct application of the law and competent substantial evidence in the record.

RECOMMENDED ACTION:

RECOMMENDATION

- Move that the Board receive and file the agenda item and its attachments including the staff report as Exhibit 1.
- Move that the Board approve the request for a zoning district change from the RE-1/2A, Residential Estate District to the Planned Unit Development District through The Preserve at Park Trace PUD Zoning Agreement including the Master/Final Site Plan and the Preserve Area Management Plan

ALTERNATIVE RECOMMENDATIONS

Move that the Board continue this item to a date certain.

FISCAL IMPACT:

RECOMMENDATION

The applicant has paid the \$13,800 application fee and the \$290.00 completeness fee.

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



MARTIN COUNTY, FLORIDA DEVELOPMENT REVIEW

STAFF REPORT

A. Application Information

THE PRESERVE AT PARK TRACE PUD PUD ZONING AGREEMENT AND MASTER / FINAL SITE PLAN

Applicant: D.R.Horton, Inc.

Property Owner: Via Claudia Investments, LLC

Agent for the Applicant: Lucido and Associates, Morris A. Crady, AICP

County Project Coordinator: Pete Walden, AICP, Principal Planner

Growth Management Director: Paul Schilling Project Number: V038-002

Record Number: DEV2020060003

Report Number: 2021_0831_V038-002_Staff_Report_Final

Application Received 06/23/2020 Transmitted 06/24/2020 Date of Report: 10/05/2020 Resubmittal Received: 02/05/2021 Transmitted: 02/08/2021 Date of Report: 04/20/2021 Resubmittal Received: 06/11/2021 Transmitted: 06/14/2021 Date of Report: 08/08/2021 Resubmittal Received: 08/23/2021 Transmitted: 08/23/2021 Date of Report: 08/31/2021

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B. Project description and analysis

Request approval for Planned Unit Development, (PUD) zoning district designation including a concurrent approval of a master/final site plan for the development of a 114 lot single family subdivision and the associated infrastructure on an approximate 97 acre parcel located on the south side of SE Cove Road at the Willoughby Boulevard intersection in Stuart. Included is a request for a Certificate of Public Facilities Reservation

The existing future land use on the parcel is Estate Density up to two units per acre. The existing zoning district designation is RE-½A, Residential Estate District. The PUD zoning district will allow the applicant

to transfer density and to cluster development, this will in turn provide more open space. The proposed site plan depicts a density of 1.2 units per acre and provides for approximately 84 percent open space project wide. The proposed Preserve Area Management Plan (PAMP) covers over 62 acres of the 97 acres parcel.

The project is inside the Primary Urban Services District (PUSD) and therefore has utilities, including water and wastewater services available from Martin County Utilities. The only access to the site is via SE Cove Road. Wetland impacts require a waiver and mitigation measures as there is no upland alternative to provide access to the property.

The proposed public benefits include preserving approximately 2/3 of the site in the PAMP, the extension of the public sidewalk approximately 3,000 ft. west to connect to the sidewalk proposed by the Neighboring Cove Royale development, and an enhanced wetland monitoring system to ensure previous manmade impacts are adequately addressed and remediated.

C. Staff recommendation

The specific findings and conclusion of each review agency related to this request are identified in Sections F through T of this report. The current review status for each agency is as follows:

Section	Division or Department	Reviewer	Phone	Assessment
F	Comp Planning Review	Pete Walden	772-219-4923	Comply
F	ARDP Review	Pete Walden	772-219-4923	Comply
G	Site Design Review	Pete Walden	772-219-4923	Comply
Н	Community Redevelopment Review	Santiago Abasolo	772-288-5485	NA
Н	Commercial Design Review	Santiago Abasolo	772-288-5485	NA
I	Property Mgmt Review	Ellen MacArthur	772-221-1334	NA
J	Environmental Review	Shawn McCarthy	772-288-5508	Comply
J	Landscaping Review	Karen Sjoholm	772-288-5909	Comply
K	Transportation Review	Lukas Lambert	772-221-2300	Comply
L	County Surveyor Review	Thomas Walker	772-288-5928	NA
M	Engineering Review	Clark Bridgman	772-288-5512	Comply
N	Addressing Review	Emily Kohler	772-288-5692	Comply
N	Electronic File Submission Review	Emily Kohler	772-288-5692	Comply
O	Wellfield Review	James Christ	772-320-3034	Comply
O	Water and Wastewater Review	James Christ	772-320-3034	Comply
P	Emergency Mgmt Review	Sally Waite	772 219 4942	NA
P	Fire Prevention Review	Doug Killane	772-288-5633	Comply
Q	ADA Review	Clark Bridgman	772-288-5512	Comply
R	Health Review	Nick Clifton	772 221-4090	NA
R	School Board Review	Kimberly Everman	772 219-1200	Comply
S	County Attorney Review	Krista Storey	772 288-5923	Ongoing
T	Adequate Public Facilities Review	Pete Walden	772-219-4923	Comply

D. Review Board action

This application meets the threshold requirements for processing as a major development. As such, a review of this application is required by the Local Planning Agency (LPA) and final action by the Board

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of County Commissioners (BCC). Both the LPA and the BCC meetings must be public hearings.

The applicant addressed the non-compliance findings from the staff report dated July 8, 2021 with its resubmittal dated July 23, 2021. The previous staff reports, and resubmittals are incorporated herein by reference. It shall at all times be the applicant's responsibility to demonstrate compliance with the Comprehensive Growth Management Plan (CGMP), Land Development Regulations (LDR) and the Code.

E. Location and site information

Parcel number(s) and address:

343841000000000110

343841001000002705 2320 SE COVE RD 343841001000002803 2350 SE COVE RD

Existing Zoning: RE-1/2A, Rural Estate District

Future Land use: Estate Density 2UPA

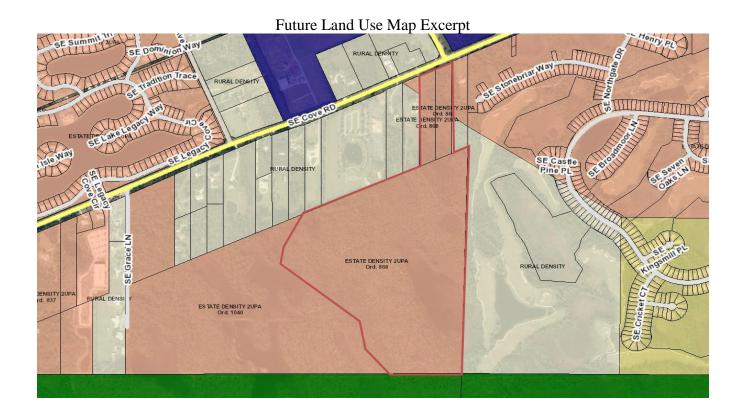


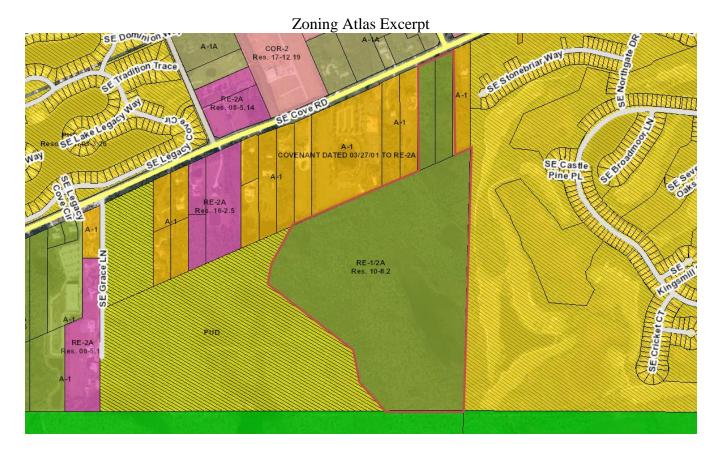
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F. Determination of compliance with Comprehensive Growth Management Plan requirements - Growth Management Department

Policy 4.1A.1. Conformity of Land Development Regulations. The County's Land Development Regulations shall conform to all guidelines and standards contained in this Plan and shall:

- (1) Regulate the use of land and water consistent with this element and the FLUM, while ensuring land use compatibility and providing open space;
- (2) Regulate the subdivision of land;
- (3) Protect environmentally sensitive lands and incorporate minimum landscape standards;
- (4) Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management;
- (5) Regulate signage;
- (6) Ensure safe and convenient on-site traffic flow and parking needs;
- (7) Protect potable water wellfields and aquifer recharge areas;
- (8) Protect endangered and threatened species and species of special concern and their habitats as defined in the Florida Fish and Wildlife Conservation Commission's official list or as determined as regionally significant by the Treasure Coast Regional Planning Council;
- (9) Ensure that any development orders and permits issued do not result in a level of service (LOS) below the base level of service standards adopted in the Capital Improvements Element;
- (10) Include provisions for the transfer of development rights to:
 - (a) Protect environmentally sensitive areas and/or historic resources; and
 - (b) Specify those receiving zones in the Primary Urban Service District that can accept additional density and where in-fill development allows for new development and redevelopment of previously underused portions of the Primary Urban Service District.

All Residential Estate density development (two units per acre) shall have a maximum building height of 40 feet and maintain a minimum of 50 percent of the gross land area as open space. Wetlands and landlocked water bodies may be used in calculating open space as long as a minimum of 40 percent of the upland property consists of open space.

9.1.G.2.(8)

Density transfer. All property owners have the right to transfer density to the upland area on any site containing wetlands pursuant to the following stipulations:

- (a) The development must be submitted for review as either a planned unit development or a clustered multifamily project in one of the multiple-family residential zoning districts.
- (b) In addition, the following equations must apply:
- 1) The resulting residential density of the upland property must be no greater than 15units per acre, except that for densities in excess of 10 dwelling units per acre there must be a 75-foot native upland transition zone around all wetlands;

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- 2) The total number of units allowed in any development using this formula must be equal to or less than the allowed maximum density for the entire parcel as shown on the Future Land Use Map;
- 3) Density transferred must not exceed one-half of the wetland acreage multiplied by the gross density; and
- 4) For parcels with wetlands occupying 50 percent or more of the total site, the gross residential density of the upland property must not exceed two times the gross residential

The project as proposed has over 60 acres of upland area allowing 120 units, with the density transfer as stated above a total of 157 units are permitted.

Findings of Compliance:

Staff has reviewed this application and finds that that it complies with the LDR, as detailed within this report. Staff recommends approval of this development application as consistent with the guidelines and standards of the applicable Comprehensive Plan goals, objectives and policies, as implemented in the LDR.

G. Determination of compliance with land use, site design standards, zoning, and procedural requirements - Growth Management Department

Findings of Compliance:

Staff has reviewed this application for consistency with the LDR and code implementing Martin County Comprehensive Growth Management Plan goals, objectives and policies and the associated guidelines and standards. Staff finds that this development application is consistent with the applicable Land Development Regulations and recommends approval.

Additional Information

Information #1:

No land clearing is authorized prior to the mandatory pre-construction meeting for the project. Property corners and preservation areas shall be located by a licensed land surveyor and clearly marked in the field prior to the pre- construction meeting. Authorization for clearing to install erosion control devices and preserve barricades will be granted at the pre-construction meeting. No additional land clearing shall commence until a satisfactory inspection of the required control structures and barricades has been obtained. Authorization for the relocation of gopher tortoises within the development, as provided for on state agency permits, may be granted by the Growth Management Department upon review of required permit materials. MARTIN COUNTY, FLA., LDR § 4.37

Information #2:

Timetable Of Development - Final

The timetable of development for final site plans require all permits to be obtained within one year of approval and require all construction to be completed within two years of approval. MARTIN COUNTY, FLA., LDR, § 10.1., 5.32

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H. Determination of compliance with the urban design and community redevelopment requirements - Community Development Department

- N/A Staff review for compliance requirements associated with this area of regulations is not applicable to this project as currently proposed.
- N/A Staff review for compliance requirements associated with this area of regulations is not applicable to this project as currently proposed.
- I. Determination of compliance with the property management requirements Engineering Department
- N/A Staff review for compliance requirements associated with this area of regulations is not applicable to this project as currently proposed.
- J. Determination of compliance with environmental and landscaping requirements Growth Management Department

Environmental

Finding of Compliance:

The Growth Management Department Environmental Division staff has reviewed the application and finds it in compliance with the applicable land development regulations.

Landscape

Findings of Compliance

The Growth Management Department Environmental Division staff has reviewed the application and finds it in compliance with the applicable Land Development Regulations Article 4, Division 15 - Landscaping, Buffering, and Tree Protection. [2013]. The applicant has proposed construction of a 114 lot subdivision. The applicant has submitted landscape plans that provide 7.45 acres of landscape area which equates to 21.7% of the development area to document compliance with Section 4.663.A.1., Land Development Regulations, Martin County, Fla. (2013). Pursuant to this regulation a minimum of 20% of the total development area shall be landscaped.

Landscaped bufferyards are required between differing land uses and along certain transportation corridors. It is the intent of the code to encourage the preservation of existing vegetation for use in buffers as opposed to clearing and replanting designed landscapes. Section 4.663.B., Land Development Regulations, Martin County, Fla. (2013).

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A Type 2 buffer is required on the south property line adjacent to the State Park. Section 4.663.B.10, Land Development Regulations, Martin County, Fla. (2013). This buffer is being satisfied by proposed preserve areas.

Wherever new residential dwelling units are proposed to be located along any minor or major arterial road, excluding Community Redevelopment Overlay Districts, a Type 5 bufferyard shall be required to screen the view of the dwelling units from the street Section 4.663.B.2., Land Development Regulations, Martin County, Fla. (2013). This project has frontage on Cove Road therefore a Type 5 buffer is required and has been provided by proposed preserve areas.

To demonstrate compliance with Section 4.663.E.1. Land Development Regulations, Martin County, Fla. (2013) the applicant has proposed that the stormwater retention area adjacent to the on-site preserve be planted with native grasses and trees.

Section 4.666.E. Land Development Regulations, Martin County, Fla. (2013) requires that development activity preserve at least ten percent of the total number of protected trees on the site unless it can be shown that the property would be precluded of reasonable use if the trees are not removed. To meet this requirement the applicant has submitted Landscape and Construction Plans to provide for preservation of pines, oaks, and sabal palms within the proposed landscape buffers. The applicant has submitted plans that remove 9 protected trees and preserve 10 trees that are located in buffer areas.

PUD streetscaping standards for sustainable streets include the planting of shade trees along walkways and access roads to avoid the "sea of asphalt" and "line of cars" affect and to provide a more meaningful balance between green spaces and dwellings.

The applicant has proposed to plant trees along the street to provide these benefits. Due to narrow width of available planting area, it was agreed it would be acceptable that the trees consist of Sabal palms and where space was available large shade trees be specified. The submitted plans provide for these plantings along the street section.

Alterations cannot be made to the plans after final site plan approval. Any alteration may require an application to amend the affected approved plans.

The applicant is cautioned to consider the placement of utilities and any underground or above ground site improvement that could cause a conflict with the landscaping and possibly cause a change or amendment.

As-built landscape plans submitted prior to the release of a certificate of occupancy will be checked against the approved drawings. Inconsistencies may block the issuance of the certificate of occupancy and cause the applicant to begin the application process for a change or an amendment to the development order.

K. Determination of compliance with transportation requirements - Engineering Department

Findings of Compliance:

The Traffic Division of the Public Works Department finds this application in compliance.

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Compliance with Adequate Public Facilities Ordinance:

Staff has reviewed the Traffic Statement prepared by O'Rourke Engineering and Planning, dated January, 2021. O'Rourke Engineering and Planning stated that the site's maximum impact was assumed to be 43 directional trips during the PM peak hour. Staff finds that SE Cove Road is the recipient of a majority of the generated trips. The generalized service capacity of SE Cove Road is 880. The project impact is 4.89% of the maximum volume of that roadway. SE Cove Road is currently operating at a level of service C; it is anticipated to operate at level of service D at buildout (year 2023) with the project trips.

L. Determination of compliance with county surveyor - Engineering Department

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this project as currently proposed.

M. Determination of compliance with engineering, storm water and flood management requirements - Engineering Department

Findings of Compliance:

The application was reviewed for compliance with the following Divisions of the Land Development Regulations. Staff's finding is summarized after each:

- 1. Division 8- Excavation, Fill, and Mining: The applicant demonstrated in the Engineer's Opinion of Probable Excavation, Fill, and Hauling that the amount of proposed excavation is less than the amount of fill needed for the site; therefore, hauling material from the site is not approved with this Development Order. The applicant demonstrated compliance with Division 8.
- 2. Division 9- Stormwater Management:
- a. The applicant has demonstrated the proposed development discharge rate is lower than the allowable discharge rate for the project and that flows from the development to offsite will be adequately passed through the project via a series of interconnected storm culverts, dry retention areas, wet retention areas and wetland buffers.
- b. The applicant is proposing the minimum finished floor elevation be set above the predicted elevation of stormwater that will stage within the development after a 100-year storm having a three-day duration and without any discharge from the development.
- c. The applicant is proposing the minimum edge of roadway elevation be set above the predicted elevation of stormwater that will stage within the development after a 10-year storm having a one-day duration.
- d. The applicant has demonstrated that the system provides 125% of the dry retention and 150% additional water quality criteria for wet detention systems and recovers half of the water quality volume between 24 hours and 5 days, and recovers 90% of the entire volume within 12 days after the storm event.
- e. Thereby, the required attenuation, flood protection, and water quality treatment is in compliance with Division 9.

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- 3. Division 10 Flood Protection: This site does not fall within a Special Flood Hazard Area. The applicant demonstrated that the minimum finished floor elevation is set at or above the maximum predicted stage of the 100-year 3-day storm event; therefore, the applicant demonstrated compliance with Division 10.
- 4. Division 14 Parking and Loading: The applicant demonstrated compliance with the parking requirements set forth in Division 14 with the design and layout of the proposed on-site parking locations.
- 5. Division 19- Roadway Design: The applicant's proposed modifications to SE Cove Road for the project entrance meets Martin County's roadway requirements; therefore, the proposed design meets the requirements in Division 19.

The Engineering Department finds this application in compliance provided the Development Order includes conditions for the following:

- 1. Hauling of fill from the site is prohibited. The routes and timing of any fill to be hauled to the site shall be coordinated with the County Engineer. Compliance with all County excavation and fill regulations is required.
- N. Determination of compliance with addressing and electronic file submittal requirements Growth Management and Information Technology Departments

Electronic File Submittal

Findings of Compliance

Both AutoCAD site plan and boundary survey were received and found to be in compliance with Section 10.2.B.2., Land Development Regulations, Martin County, Fla. (2019)

Addressing

Findings of Compliance

The application has been reviewed for compliance with Division 17, Addressing, of the Martin County Land Development Regulations. Staff finds that the proposed site plan / plat complies with applicable addressing regulations. All street names are in compliance. They meet all street naming regulations in Article 4, Division 17, Land Development Regulations. Martin County, Fla. (2021).

O. Determination of compliance with utilities requirements - Utilities Department

Water and Wastewater Service

Findings of Compliance:

This development application has been reviewed for compliance with applicable statutes and ordinances and the reviewer finds it in compliance with Martin County's requirements for water and wastewater level of service. [Martin County, Fla., LDR, Article 4, Division 6 and 7, (2016)]

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Wellfield and Groundwater

Findings of Compliance:

The application has been reviewed for compliance under the Wellfield Protection Program. The reviewer finds the application in compliance with the Wellfield Protection and Groundwater Protection Ordinances. [Martin County, Fla., LDR, Article 4, Division 5] (2016)

P. Determination of compliance with fire prevention and emergency management requirements – Fire Rescue Department

Findings of Compliance:

The Fire Prevention Bureau finds this submittal in compliance with the applicable provisions governing construction and life safety standards of the Florida Fire Prevention Code and referenced publications. This occupancy shall comply with all applicable provisions of governing codes whether implied or not in this review, in addition to all previous requirements of prior reviews.

Q. Determination of compliance with Americans with Disability Act (ADA) requirements - General Services Department

Finding of compliance:

The Public Works Department staff has reviewed the application and finds it in compliance with the applicable Americans with Disability Act requirements. (2014 FBC, FIFTH EDITION\ACCESSIBILITY)

R. Determination of compliance with Martin County Health Department and Martin County School Board

Martin County School District CIP

School Concurrency Determination

Project: The Preserve at Park Trace

Date Received: 6/23/2020

Project #: V038-002 (1st Rd.) – Master and Final Site Plan Owner/Applicant: Via Clauda Investments,

LLC

Location: South side of Cove Rd. between Willoughby and Ault Rd.

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Planned Project Units: 114 Project Unit Yield by Type of School

School Type	Rate	Students
Elementary:	.094	11
Middle School:	.053	6
High School:	.067	7
SGR =	.214	24

Concurrency Service Area Analysis:

CSA ANALYSIS	Α	В	С	D	E	F	G	Н
SOUTH CSA SCHOOLS	LOS CAPACITY	3 YR. ADDED CAPACITY	TOTAL LOS CAPACITY (A+B)	CURRENT ENROLLMENT 7/23/2020	PROJECTS w/RESERVED CAPACITY	THIS PROJECT DEMAND	TOTAL DEMAND (D+E+F)	AVAILABLE CAPACITY (C - G)
Elementary								
Crystal Lake Elem	649	0	649	466	1		465	184
Hobe Sound Elem	675	0	675	490	28		462	213
Seawind Elem	675	0	675	520	34	11	475	200
Total	1999	0	1999	1476	63		1402	597
Middle								
Anderson Middle	1150	0	1150	1063	28		1035	115
Murray Middle	859	0	859	596	25	6	565	294
Total	2009	0	2009	1659	53		1600	409
High								
South Fork High	2138	0	2138	1942	61	7	1874	264

Concurrency Availability: Pursuant to the City, County, School District Interlocal Agreement for School Planning and Siting, Section 6.2.7 and Article 5 of the Martin County Land Development Regulations, Division 5, Section 5.83, the School District has determined that sufficient school capacity <u>does exist</u> to serve the change in residential dwelling units proposed in this application to meet the school concurrency requirements under Florida Statute 163.3180.

School Capacity: This analysis is only used to serve as a review of the potential impact of the schools within the area of a future residential land use. School capacity *shall* be reserved for the above referenced project upon receipt of a final approval from the Martin County Growth Management Department. This concurrency reservation shall expire **three** (3) years from the date of issuance of this concurrency determination.

Comments: This determination does not guarantee that the students from the above referenced project will be assigned to attend a particular school(s). Please note if capacity demand should exceed existing availability, students may be housed in relocatable units.

Letter of No Objection w/Conditions: At this time we can provide a *letter of no objection* with the following conditions:

1. None.

School District Contact: Kimberly Everman, Capital Planner/Project Specialist **Date Issued:** 7/23/2020

Telephone: 772-219-1200, Ext.30220 E-Mail: evermak@martinschools.org

S. Determination of compliance with legal requirements - County Attorney's Office

Review ongoing.

T. Determination of compliance with the adequate public facilities requirements - responsible departments

The following is a summary of the review for compliance with the standards contained in Article 5.32.D of the Adequate Public Facilities, Land Development Regulations (LDR's), Martin County Code for a Certificate of Adequate Public Facilities Reservation.

Potable water facilities (Section 5.32.D.3.a, LDR) Service provider – Martin County Findings – positive evaluation Source - Utilities and Solid Waste Department Reference - see Section O of this staff report

Sanitary sewer facilities (Section 5.32.D.3.b, LDR) Service provider – Martin County Findings – positive evaluation Source - Utilities and Solid Waste Department Reference - see Section O of this staff report

Solid waste facilities (Section 5.32.D.3.c, LDR) Findings – in place Source - Growth Management Department

Storm water management facilities (Section 5.32.D.3.d, LDR) Findings – positive evaluation Source - Engineering Department Reference - see Section M of this staff report

Community park facilities (Section 5.32.D.3.e, LDR) Findings – in place

Source - Growth Management Department

Roads facilities (Section 5.32.D.3.f, LDR)
Findings – positive evaluation
Source - Engineering Department
Reference - see Section K of this staff report

Mass transit facilities (Section 5.32.D.3.g, LDR) Findings - in place Source - Engineering Department Reference - see Section K of this staff report

Public safety facilities (Section 5.32.D.3.h, LDR) Findings - in place Source - Growth Management Department Reference - see Section P of this staff report

Public school facilities (Section 5.32.D.3.i, LDR) Findings - in place Source - Growth Management Department Reference - see Section R of this staff report

A timetable for completion consistent with the valid duration of the development is to be included in the Certificate of Public Facilities Reservation. The development encompassed by Reservation Certificate must be completed within the timetable specified for the type of development.

U. Post-approval requirements

Approval of the development order is conditioned upon the applicant's submittal of all required documents, executed where appropriate, to the Growth Management Department (GMD), including unpaid fees, within sixty (60) days of the final action granting approval.

Item #1:

Post Approval Requirements List: After approval the applicant will receive a letter and a Post Approval Requirements List that identifies the documents and fees required. The applicant will return the Post Approval Requirements List along with the required documents in a packet with the documents arranged in the order shown on the list.

Item #2:

Post Approval Fees: The applicant is required to pay all remaining fees when submitting the post approval packet. If an extension is granted, the fees must be paid within 60 days from the date of the development order. Checks should be made payable to Martin County Board of County Commissioners.

Item #3:

Recording Costs: The applicant is responsible for all recording costs. The Growth Management Department will calculate the recording costs and contact the applicant with the payment amount required. Checks should be made payable to the Martin County Clerk of Court.

Item #4:

One (1) copy of the recorded warranty deed if a property title transfer has occurred since the site plan approval. If there has not been a property title transfer since the approval, provide a letter stating that no title transfer has occurred.

Item #5:

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One (1) copy 24" x 36" of the approved master and final site plans. (rolled)

Item #6:

One (1) Copy 24" x 36" of the Construction drawings. (rolled)

Item #7:

One (1) digital copy of master and final site plan in AutoCAD 2010 - 2018 drawing format (.dwg). The digital version of the site plan must match the hardcopy version as submitted.

Item #8:

Original and one (1) copy of the executed approved PUD zoning agreement.

Item #9:

One (1) 24" x 36" copy of the approved landscape plan signed and sealed by a landscape architect licensed in the State of Florida. (rolled)

Item #10:

The applicant has submitted the information for a draft Water and Wastewater Service Agreement as requested. The applicant must execute the Agreement and pay the resultant fees within sixty (60) days of final Martin County approval of the request. [ref. Code, LDR, s.5.32.D.1, 2.(a)(b) and (c)Code, LDR, Art.5, Div.2]

Item #11:

Original of the Engineer's Design Certification, on the County format which is available on the Martin County website, signed and sealed by the Engineer of Record licensed in the State of Florida.

Item #12:

Two (2) originals of the Cost Estimate, on the County format which is available on the Martin County website, signed and sealed by the Engineer of Record licensed in the State of Florida.

Item #13:

An Original of the construction schedule.

Item #14:

Include one (1) blank flash/thumb drive, which will be utilized to provide the applicant with the approved stamped and signed project plans.

V. Local, State, and Federal Permits

All state and federal permits are the responsibility of the applicant.

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W. Fees

Public advertising fees for the development order will be determined and billed subsequent to the public hearing. Fees for this application are calculated as follows:

Fee type:	Fee amount:	Fee payment:	Balance:
Application review fees:	\$14,090.00	\$14,090.00	\$0.00
Inspection fees:	\$4,000.00	\$0.00	\$4,000.00
Advertising fees*:	\$0.00	\$0.00	\$0.00
Recording fees**:	\$0.00	\$0.00	\$0.00
Impact Fees TBD:	\$0.00	\$0.00	\$0.00

^{*} Advertising fees will be determined once the ads have been placed and billed to the County.

X. General application information

Owner John Maiucci

Via Claudia Investments, LLC 55 SE Osceola Street, Ste. 200

Stuart, FL 34994 maiucci@aol.com

Applicant DR Horton, contract purchaser

Karl Albertson 6123 Lyons Road

Coconut Creek, FL 33073 kkalbertson@drhortomn.com

Agent Lucido and Associates

Morris A. Crady

701 SE Ocean Boulevard

Stuart, FL 34994

Y. Acronyms

ADA	. Americans with Disability Act
AHJ	. Authority Having Jurisdiction
ARDP	. Active Residential Development Preference
BCC	. Board of County Commissioners
CGMP	. Comprehensive Growth Management Plan
CIE	. Capital Improvements Element
CIP	. Capital Improvements Plan
FACBC	. Florida Accessibility Code for Building Construction
FDEP	. Florida Department of Environmental Protection
FDOT	. Florida Department of Transportation
LDR	. Land Development Regulations
LPA	. Local Planning Agency

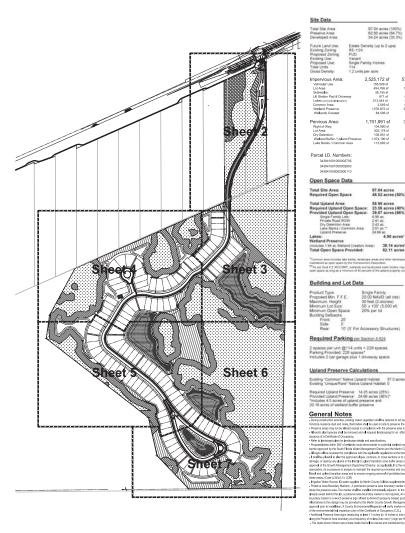
Page 17 of 18 **164**

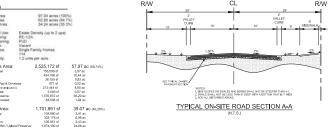
^{**} Recording fees will be identified on the post approval checklist.

MCC......Martin County Code
MCHD......Martin County Health Department
NFPANational Fire Protection Association
SFWMD.....South Florida Water Management District
W/WWSA....Water/Waste Water Service Agreement

Z. Attachments

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Creation Area; 38,14 acres**
wided: 82,11 acres (84%)



List adjacent is treated reserve sees and market in 30 offers the specified by the representation accordance with "feeser principle shading for encoded of their set offers and excitation and the research species," and the research species, and the research species, and the research species and t

Lake Littoral Zone / Upland Transition Zone Data





Potential Hazard Warning Sign (See Plan For Sign Lo

Preserve Area Interface Requirements





The Preserve At Park Trace Stuart Florida

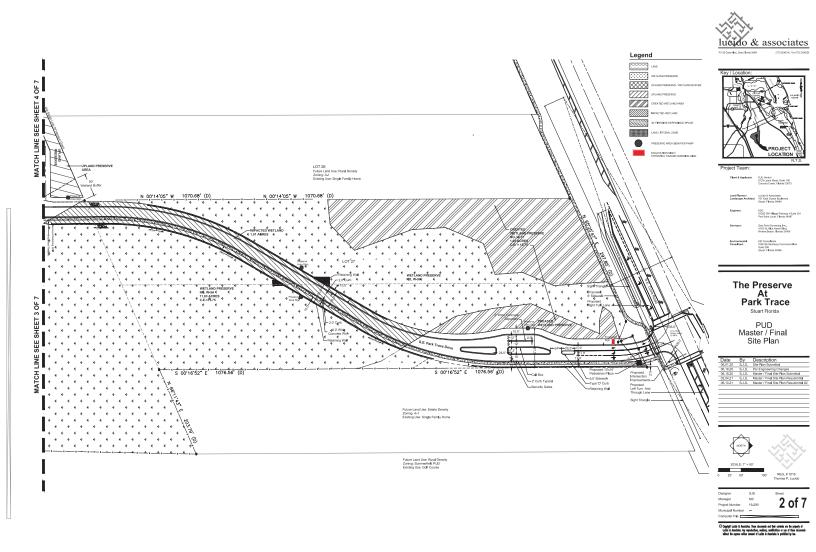
Geo Point Surveying, Inc. 4152 W. Blue Heron Bluc. Riviero Beach, Florida 53404

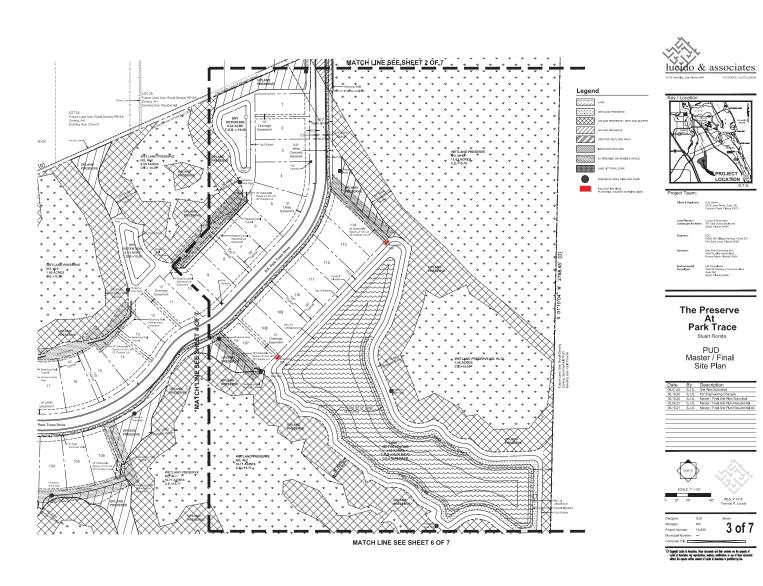
PUD Master / Final Site Plan

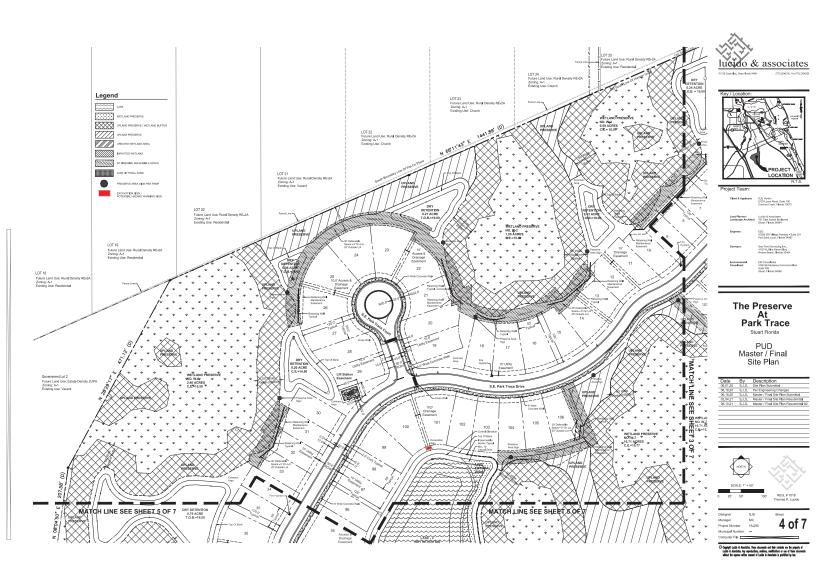
Date	By	Description
06,01,20	S.J.S.	Site Plan Submittel
06,18,20	S.J.S.	Per Engineering Changes
06,18,20	S.J.S.	Master / Final Site Plan Submittal
02.04.21	8.18.	Master / Final Site Plan Resubmittal
06,10,21	8.1.8.	Master / Final Site Plan Resubmittal

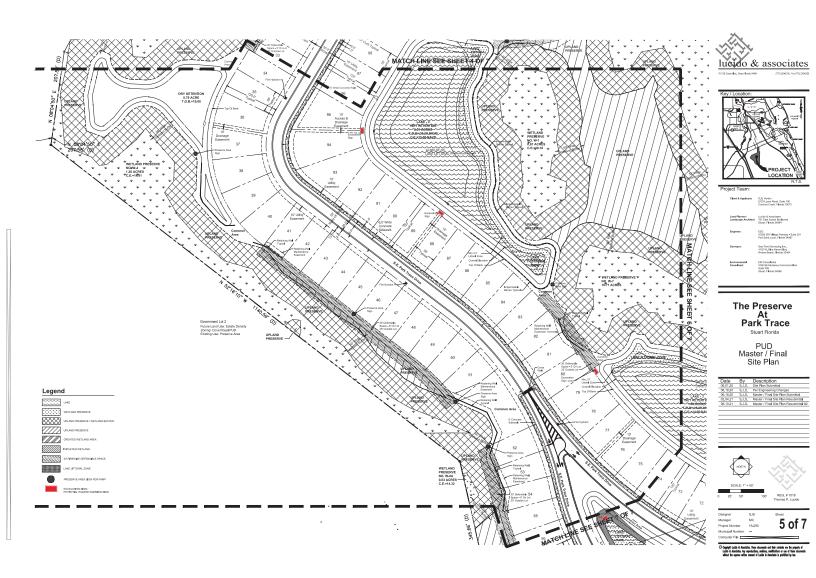


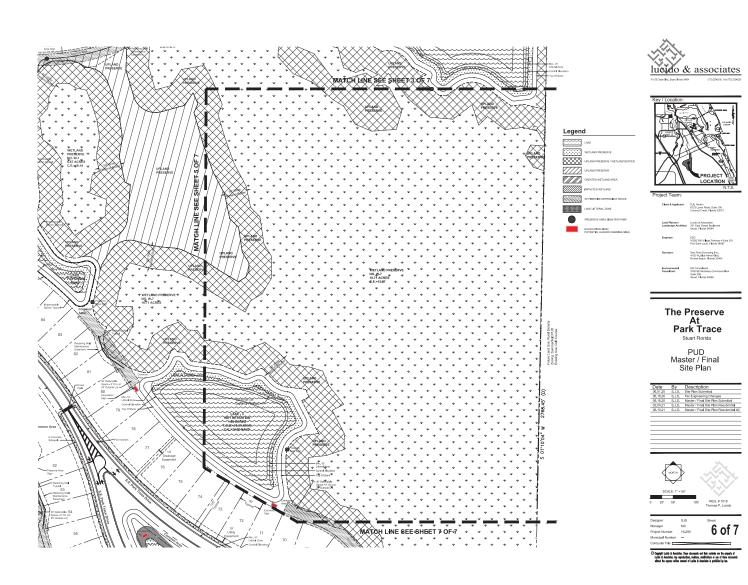
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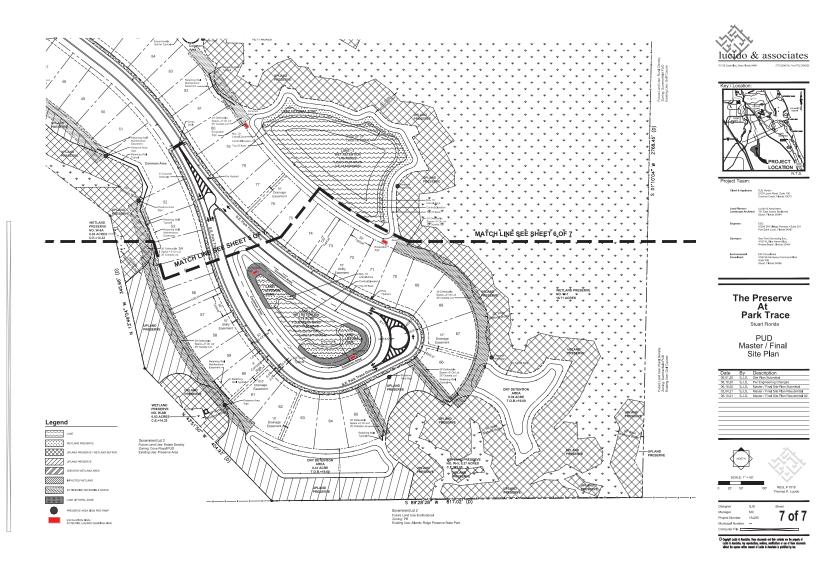












This Instrument Prepared By:

Lucido & Associates 701 SE Ocean Boulevard Stuart, FL 34994 (772) 220-2100

[blank space above line reserved for recording data]

THE PRESERVE AT PARK TRACE

PLANNED UNIT DEVELOPMENT ZONING AGREEMENT

THIS AGREEMENT, made and entered into this ______ day of ________,

20_____, by and between, VIA CLAUDIA INVESTMENTS, LLC, a Florida limited liability company hereinafter referred to as OWNER, and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, OWNER is the fee simple title holder of the property situated in Martin County, Florida, and more particularly described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, it is the desire of OWNER to develop a Planned Unit Development (hereinafter sometimes referred to as PUD) to be known as The Preserve at Park Trace consisting of common areas, and a single family residential project not to exceed an aggregate sum of 114 residential lots together with accessory buildings and other related improvements and facilities; and

WHEREAS, The Preserve at Park Trace Homeowners Association, Inc., hereinafter Association, a Florida not-for-profit corporation, will be formed to provide for the maintenance of the roads, streets, rights-of-way, and common areas within The Preserve at Park Trace; and

WHEREAS, this type of consolidated development is permitted in Martin County subject to a PUD Agreement; and

WHEREAS, it is the desire of the COUNTY to encourage this form of development, to prevent and discourage urban sprawl, promote compatible, consistent and effective usage of land, to protect, preserve, and manage natural resources, and to implement the COUNTY's growth management plans.

NOW, THEREFORE, the parties do hereby agree as follows:

1. UNIFIED CONTROL

The OWNER hereby warrants that it has, as a result of fee simple ownership, unified ownership of all real property included in this PUD. Documents certifying title, or the right to acquire title, as applicable, are attached hereto and incorporated herein as Exhibit B. A Covenant of Unified Control by the OWNER is attached hereto and incorporated herein as Exhibit C.

2. DEVELOPMENT

The OWNER agrees that this PUD will be undertaken and carried out in accordance with the following:

- 2.1 The master/final site plan approved by the COUNTY, a copy of which is attached hereto as Exhibit D and by reference made a part hereof. Approval of the master/final site plan by the COUNTY shall constitute approval to build and construct the improvements shown thereon subject to compliance with all post-approval requirements.
- 2.2 The Timetable for Development as shown in Exhibit E, attached hereto and by reference made a part hereof.

- 2.3 The conditions and requirements agreed to by the COUNTY and the OWNER as set forth in Exhibit F, attached hereto and by reference made a part hereof.
- 2.4 Permits and authorizations granted in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.

3. VESTED RIGHTS

The OWNER shall have the right to develop the PUD in accordance with applicable laws, ordinances and regulations, the provisions and requirements of this Agreement, the approved master/final site plan and the subdivision plat.

4. COMMON AREAS, COVENANTS, CONDITIONS AND RESTRICTIONS

- 4.1 The OWNER shall create a Declaration of Covenants, Conditions and Restrictions for The Preserve at Park Trace (hereinafter the Covenants and Restrictions), which shall be submitted as part of the application for plat approval. A copy of the Covenants and Restrictions shall be recorded with the plat. As part of said Covenants and Restrictions, the Association shall be established for the maintenance, operation and management of the Common Areas as defined therein. The Common Areas of the PUD shall be designated as such and shown on the approved master/final site plan and subdivision plat. The Covenants and Restrictions shall be in conformity with such laws, ordinances and regulations as may be in effect at the time of the approval of the subdivision plat.
- 4.2 Except for conveyances to governmental entities, it shall be deemed a breach of this Agreement for any land to be conveyed by the OWNER by an instrument which does not contain the Covenants and Restrictions or incorporate them by reference thereto.

- 4.3 The Association shall not be dissolved nor shall it dispose of any common areas, by sale or otherwise, except to an organization conceived and organized to own and maintain the common areas, without first receiving approval of the COUNTY. The COUNTY, as a condition precedent to the dissolution or disposal of common areas, may require dedication of common open areas, utilities or road rights-of-way to the public as are deemed necessary.
- 4.4 In the event that the COUNTY determines that the Association (or any successor organization) has failed at any time to maintain the common areas of the PUD in reasonable order and condition in accordance with the approved master/final site plan and applicable laws, ordinances, and regulations, then the COUNTY shall serve written notice by certified mail, return receipt requested, upon such organization and upon each owner of real property within the PUD, which notice shall set forth the manner in which the organization has failed to maintain the common areas in reasonable order and condition, and shall demand that such failure be remedied within thirty (30) days of the sending of such notice or, in the alternative, that such organization appear before the COUNTY at a specified time [at least ten (10) days but not more than thirty (30) days after the sending of such notice] either to contest the alleged failure to maintain the common areas or to show cause why it cannot remedy such failure within the thirty (30) day period. If such failure has not been remedied within the thirty (30) day period or such longer period as the COUNTY may allow, then the COUNTY, in order to preserve the taxable values of the real property within the Planned Unit Development and to prevent the common areas from becoming a public nuisance, shall hold a public

hearing to consider the advisability of the COUNTY entering upon such common areas and maintaining them for a period of one (1) year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the organization involved and to each owner of real property within the PUD and shall be published in a newspaper of general circulation published in Martin County, Florida, Such notice shall be sent and published at least fifteen (15) days in advance of the hearing. At such hearing, the COUNTY may determine that it is advisable for the COUNTY to enter upon such common areas, take non-exclusive possession of them and maintain them, according to COUNTY standards, for one (1) year. Such entry, possession and maintenance when followed in accordance with the above procedures shall not be deemed a trespass. In no event shall any such entry, possession and maintenance be construed to give the public or the, COUNTY any right to use the common areas.

4.5 The COUNTY may, upon public hearing with notice given and published in the same manner as above, return possession and maintenance of such common areas to the organization, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for an additional one (1) year period. The cost of such maintenance by the COUNTY shall be assessed ratably against the real properties within the PUD, the owners of which have the right to the use and enjoyment of the common areas and shall become a charge or lien on said properties if not paid within thirty (30) days after the receipt of a statement therefor.

5. DESTRUCTION

In the event that all or a portion of the PUD should be destroyed by a storm, fire, or other common disaster, the OWNER, its grantees, successors or assigns and/or the Association, shall have the right to rebuild and/or repair so long as there is strict compliance with the approved master/final site plan and subdivision plat.

6. <u>CHANGE OR AMENDMENT</u>

There shall at all times be a strict adherence to the provisions of the Agreement and the approved master/final site plan. Any change or amendment to the Agreement and/or the approved master/final site plan and subdivision plat shall only be made in accordance with Section 10.15, Amendments to Approved Development Orders, Land Development Regulations, Martin County Code.

7. BREACH OF AGREEMENT

- 7.1 Development of The Preserve at Park Trace shall at all times be in compliance with the PUD Agreement and the approved master/final site plan and subdivision plat (hereinafter sometimes referred to as development orders). Failure to comply with a development order may result in the suspension of that development order, the cessation of COUNTY processing of all applications for development on the subject property and any associated phases, or termination of the development order pursuant to Section 10.14.G., Failure to Comply with Conditions of Approved Development Order, Land Development Regulations, Martin County Code.
- 7.2 Any person, including the Board of County Commissioners (hereinafter sometimes referred to as Board) or any member of the Board of County

Commissioners, may file a complaint with the county administrator alleging that a development order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application has occurred. In the event that such a complaint is filed, it shall be addressed as set forth in Section 10.14.G., Failure to Comply with Conditions of an Approved Development Order, Land Development Regulations, Martin County Code.

7.3 The above provisions shall not be interpreted to provide an exclusive remedy, and COUNTY may pursue any appropriate remedy at law or equity in the event OWNER or his successors in interest fail to abide by the provisions of this Agreement.

8. <u>JURISDICTION</u>

This Agreement shall be governed by the laws of the State of Florida, and any and all legal action instituted because of this Agreement shall be instituted in Martin County, Florida.

9. <u>SUCCESSORS AND ASSIGNS</u>

This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

10. NOTICE

Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; (iii) mailed by registered or certified mail

(postage prepaid), return receipt requested; or (iv) mailed by regular U.S. mail. For purposes of notice, the addressees are as follows:

OWNER: Via Claudia Investments, LLC

55 SE Osceola Street, Suite 200

Stuart, FL 34994

with required copy to:

Gunster, Yoakley & Stewart, P.A.

800 SE Monterey Commons Boulevard, Suite 200

Stuart, Florida 34996

COUNTY: County Administrator

Martin County

2401 S.E. Monterey Road Stuart, Florida 34996

with required copy to:

County Attorney

Martin County

2401 S.E. Monterey Road

Stuart, Florida 34996

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the second day after the date of the deposit with an overnight courier; or on the date upon which the return receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered if mailed; or on the second business day after the date of mailing by regular U.S. mail. Either party may change its address for the purpose of this Section by written notice to the other party given in accordance with the provisions of this Section.

11. ENTIRE AGREEMENT

This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable to the matters

contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

12. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which its held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

13. <u>STATUTORY REFERENCES</u>

Any references to laws, ordinances, codes or other regulations shall include any future amendments to such laws, ordinances, codes or regulations.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates indicated below. The date of this Agreement shall be the date on which this Agreement was approved by the Board of County Commissioners.

	OWNER
WITNESSES:	VIA CLAUDIA INVESTMENTS, LLC, a Florida limited liability company
	By:
Name:	John E. Maiucci, Managing Member
	55 SE Osceola Street, Suite 200
Name:	Stuart, FL 34994

AWNIED

STATE OF	
COUNTY OF	
] online notarization, an officer duly authorized in to take acknowledgments, was acknowledged MEMBER of VIA CLAUDIA INVESTMENTS, behalf of the company, to me known to be the p foregoing instrument and acknowledged before me	by <u>JOHN E. MAIUCCI</u> , <u>MANAGING</u> <u>LLC</u> , a Florida limited liability company, on erson described herein and who executed the
(NOTADIAL CTAMD)	
(NOTARIAL STAMP)	Notary Public My commission expires:
ATTEST:	COUNTY BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA
Carolyn Timmann Clerk of the Circuit Court and Comptroller	By:Stacey Hetherington, Chairman
(COMMISSION SEAL)	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
(COMMISSION SEAL)	Krista A. Storey Senior Assistant County Attorney

EXHIBIT A

[LEGAL DESCRIPTION]

EXHIBIT B OWNERSHIP CERTIFICATE

Ι,,	a member of the Florida Bar, hereby certify that the record
title to the property described in Exh	aibit A to that Planned Unit Development Zoning Agreement
dated the day of	, 20, by and between Via Claudia Investments,
LLC, a Florida limited liability com	pany and Martin County, is in the ownership of Via Claudia
Investments, LLC, a Florida limited	liability company.
Dated this day of	, 20
	By:
	Name:
	Adress:
	Florida Bar No.

EXHIBIT C

UNIFIED CONTROL

The undersigned, being the OWNER of the property described in Exhibit A, to the Planned Unit Development Zoning Agreement dated the ____day of ______, 20____, between VIA CLAUDIA INVESTMENTS, LLC, a Florida limited liability company and MARTIN COUNTY, does hereby covenant and agree that: (i) the property described in Exhibit A shall be held under single ownership, and shall not be transferred, conveyed, sold or divided in any unit other than in its entirety; provided, however that individual subdivision lots or fully constructed condominium units, if any, may be conveyed to individual purchasers in accordance with and subject to the terms and conditions of the PUD Agreement.

In addition, the following conveyances shall be permitted:

- 1. Common elements, common open areas and developed recreation areas, if any, may be conveyed to a property owners' association or other legal entity so long as such conveyance shall be subject to the express restriction that the subject property will never be used for any purpose other than as common elements, common open areas or developed recreation areas as applicable.
- 2. Other portions of the subject property may be conveyed and used or maintained by governmental, environmental, charitable or other organizations or agencies for such purposes as the Board of County Commissioners of Martin County, Florida may deem appropriate.

Nothing herein contained shall limit, in any manner, the undersigned, or their successors or assigns, to mortgage or encumber the property or any part thereof.

The undersigned further agrees that the conditions, restrictions and limitations contained herein shall be deemed a covenant running with the land and shall remain in full force and effect and be binding on the undersigned, its successors and assigns, until such time as the same may be released in writing by the Board of County Commissioners of Martin County, Florida.

The undersigned further agrees that this instrument may be recorded in the public records of Martin County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates indicated below.

	OWNER
WITNESSES:	VIA CLAUDIA INVESTMENTS, LLC, a Florida limited liability company
Name:	
Name:	
STATE OF	
] online notarization, an officer duly author to take acknowledgments, was acknow MEMBER of VIA CLAUDIA INVEST behalf of the company, to me known to foregoing instrument and acknowledged by WITNESS my hand and official see	s day, before me by means of [] physical presence or [orized in the State aforesaid and in the County aforesaid wledged by JOHN E. MAIUCCI, MANAGING MENTS, LLC, a Florida limited liability company, on be the person described herein and who executed the perfore me that he executed same.
day of, 20	
(NOTARIAL STAMP)	Notory Public
	Notary Public My commission expires:

EXHIBIT D

MASTER/FINAL SITE PLAN

Master/final site plan as approved by Martin County Board of County Commissioners to be attached as Exhibit D.

EXHIBIT E

TIMETABLE FOR DEVELOPMENT

- A. The Preserve at Park Trace PUD shall be constructed in accordance with this timetable for development. This development shall be constructed in one phase in accordance with the master/final site plan attached as Exhibit D.
- B. Development must be completed within two (2) years of master/final site plan approval. As used herein, the term "development" shall not mean the construction of single family homes.
- C. The core infrastructure improvements, consisting of the required stormwater management system, the appropriate NPDES components, stabilized roadways, and adequate fire protection must be completed before issuance of building permits. All required improvements, including but not limited to roads, sidewalks, stormwater and drainage facilities, utilities, landscaping, recreational amenities and those identified on the final site plan for the applicable phase, must be substantially completed, as determined by the County Engineer, prior to the issuance of any certificate of occupancy.

EXHIBIT F

SPECIAL CONDITIONS

1. COMPLIANCE REQUIREMENTS

The Preserve at Park Trace PUD shall comply with all requirements of the Martin County Comprehensive Growth Management Plan. In addition, unless specifically provided for within this PUD Agreement, The Preserve at Park Trace PUD shall comply with all requirements of the General Ordinances and Land Development Regulations of the Martin County Code.

2. DRAINAGE/STORMWATER MANAGEMENT

- A. It shall be the OWNER'S sole responsibility to obtain the necessary drainage/stormwater management permits from the South Florida Water Management District (SFWMD). In no event shall COUNTY bear the responsibility for aiding the OWNER in obtaining permits from the SFWMD or funding the improvements necessary to develop the Preserve at Park Trace PUD.
- B. In order to ensure that the PUD's drainage/stormwater management system functions as designed and permitted in perpetuity, OWNER shall maintain the PUD's drainage/stormwater management system according to the Stormwater Management System Maintenance Plan to be submitted with final site plan application. The Maintenance Plan will provide that the OWNER shall be responsible for performing the specific inspections and maintenance operations on the stormwater management system on-site and off-site as approved by the Board of County Commissioners at final site plan approval in order to ensure it functions as intended and as approved by COUNTY. Neither COUNTY nor the SFWMD shall have any responsibility in maintaining the system.

3. EFFLUENT IRRIGATION

The OWNER agrees to accept wastewater effluent for irrigation, when available in sufficient quality and quantity in accordance with the South Florida Water Management District and Department of Environmental Protection rules, at such rates and charges as may then be charged by the utility. It shall be the OWNER's sole responsibility to obtain the necessary permits and extend the reclaimed water main to the site for connection of the irrigation system. OWNER shall design the irrigation system within the Preserve at Park Trace PUD to accommodate spray irrigation with wastewater effluent and provide adequate area for storage of such effluent.

4. EMERGENCY /CONSTRUCTION/ DELIVERY ACCESS

Any emergency/construction/delivery access indicated on the master site plan/final site plan and subdivision plat shall be primarily for emergency vehicles and construction and delivery vehicles, but may also be used by residential unit owners. The OWNER shall secure the emergency/construction/delivery access in a manner acceptable to the COUNTY. If gates are featured, knox switches, or locks, are required.

5. ENDANGERED SPECIES

In the event that it is determined that any representative plant or animal species of regional concern is resident on or otherwise is significantly dependent upon the Preserve at Park Trace PUD, the OWNER shall cease all activities which might negatively affect that individual or population and immediately notify Martin County, the Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS). Construction may resume when proper protection, to the satisfaction of all agencies, is provided by the OWNER.

Gopher Tortoises – In Florida, gopher tortoises are protected as a Threatened Species. No land clearing or construction shall occur until all tortoises which will be impacted are relocated to upland preservation areas or off-site. A certified environmental professional will supervise clearing in the areas of the gopher tortoise burrows. Tortoises inhabiting burrows in areas to be developed will be captured and relocated using methodology approved by the Florida Fish and Wildlife Conservation Commission and conducted by an environmental professional possessing a valid relocation permit. During clearing and grubbing operations, equipment operators will be notified of the occurrence of gopher tortoises on-site and instructed to observe for roaming and foraging individuals. Should gopher tortoises be seen during the clearing and grubbing, all equipment operations will be stopped and the gopher tortoises will be captured and relocated. Once the tortoise(s) have been safely relocated, equipment operation can resume.

Endemic Species - All gopher tortoise relocation efforts will include trapping of endangered endemic species that may live in the burrow.

Relocation of Tortoises - If the number of tortoises exceeds the carrying capacity of the remaining natural area, the Martin County Environmental Planning Administrator will be notified and will be provided with a copy of the Gopher Tortoise Relocation Permit from the Florida Fish and Wildlife Conservation Commission. Every attempt shall be made to relocate within Martin County.

6. FIRE PROTECTION

Demonstration of compliance with provisions of the National Fire Protection Association (NFPA) is required. Specifically, stabilized roads and fire protection shall be completed before issuance of building permits pursuant to NFPA 241. Hydrants shall be located within 500 feet of each residential building.

7. HAULING OF FILL

The OWNER agrees not to haul any fill off of the site of The Preserve at Park Trace PUD and to coordinate with the County Engineer the routes and timing of any fill to be hauled to the site of this project. The OWNER shall also comply with all COUNTY excavation and fill regulations. Lake littoral zones and upland buffers shall be maintained in accordance with a Lake Management Plan approved by COUNTY.

8. IRRIGATION

Irrigation water for The Preserve at Park Trace PUD will be supplied by Martin County Utilities or as authorized by permit from South Florida Water Management District in accordance with all applicable regulations.

9. <u>LANDSCAPING</u>

Except as specifically provided for within this PUD Agreement, on the master/final site plan or the landscape plan, landscaping within The Preserve at Park Trace PUD shall comply with Article 4, Division 15, Landscaping, Buffering and Tree Protection, Land Development Regulations, Martin County Code.

10. MODELS

Model units with interim septic tanks, necessary access road, parking and utilities will be allowed on-site for purposes of sales presentation. Model units must be consistent with the approved master/final site plan. The location and number, not to exceed ten (10), shall be mutually agreed upon by the OWNER and the Growth Management Department Director. The OWNER agrees that the septic tanks will be removed at the time of completion of the sewer system and a bond satisfactory to the COUNTY will be provided to ensure said removal. Models may be used for the sale of residential units within the PUD until such time as ninety percent (90%) of the residential units have been issued certificates of occupancy.

11. <u>SCHOOL IMPACT</u>

The OWNER has obtained a letter of "No Objection" from the Martin County School Board.

12. SOIL EROSION AND SEDIMENTATION

Site clearing and vegetation removal shall be phased in accordance with the approved master/final site plan. Construction practices such as seeding, wetting, and mulching which minimize airborne dust and particulate emission generated by construction activity shall be undertaken within thirty (30) days of completion of clearing work. The slopes of constructed lakes from the top of the bank to the control water elevation (landward edge of littoral zone) shall be immediately stabilized and/or sodded to the satisfaction of the Public Works Department upon completion of the lake construction.

13. SUSTAINABLE DESIGN STANDARDS

Streetscaping standards for sustainable trees include the planting of shade trees along walkways and access roads to avoid the "sea of asphalt" and "line of cars" effect and to provide a more meaningful balance between green spaces and dwellings.

Trees shall be planted along streets as shown on the approved landscape plans. Where there is a narrow width of available planting area, the trees shall consist of Sabal palms. Where space is available, live oak or other approved large native shade trees shall be stablished within the common areas to promote the streetscape concept.

The following sustainable standards have been incorporated into the master/final site plan for The Preserve at Park Trace PUD and accordingly, compliance is required.

- A. Street trees are considered part of the essential infrastructure of the development. Therefore, street trees shall be maintained in perpetuity by the Association as a condition of this PUD.
- B. Tress shall be established along roadways in a manner that will maintain their long-term survival and health for perpetuity. Trees shall be protected and maintained to avoid future conflicts with structures and utilities. Practices to be employed include canopy pruning to promote good structure and growth as well as root pruning and buried concrete root barriers. Sidewalks, utilities and other improvements that may be impacted or suffer damage due to street trees shall be replaced or relocated in lieu of street tree removal. Notwithstanding ay law, ordinance or regulation to the contrary, the parties to this PUD Agreement have agreed as a condition of approval of this PUD that street tree removal shall only be allowed as a last resort to remove diseased trees or trees critically damaged by weather, storm, fire or other natural causes.

14. TEMPORARY CONSTRUCTION OFFICE

The OWNER may establish and maintain on the property a temporary construction office in a location approved by the Growth Management Department Director during the period that the property is being developed and until three (3) months following the issuance of the last certificate of occupancy for a unit. A bond for the removal of the construction office shall be supplied to the COUNTY.

15. TEMPORARY SALES OFFICE

The OWNER may establish and maintain on the property a temporary sales office in a location approved by the Growth Management Department Director during the period that the property is being developed and until three (3) months following the issuance of the last certificate of occupancy for a unit. A bond for the removal of the sales office shall be supplied to the COUNTY.

16. TIME SHARING OR INTERVAL OWNERSHIP PROHIBITED

The units to be constructed within the Preserve at Park Trace PUD shall not be sold nor shall title be conveyed or transferred on the basis of time sharing or interval ownership.

17. <u>USES AND DEVELOPMENT STANDARDS</u>

The minimum lot size and dimensions shall be 6,000 square feet (50' x 120'). Setbacks are as indicated on the master/final site plan. Except as provided for within this PUD Agreement or as set forth on the master/final plan, the requirements of Article 3, Land Development Regulations, Martin County Code, and specifically the Estate Density (RE-1/2A) zoning district shall apply to the development of the Preserve at Park Trace PUD.

18. WATER/WASTEWATER:

Water and Wastewater services for this project shall be provided by Martin County Utilities. OWNER shall provide an executed copy of an agreement within 60 days of master/final site plan approval of the Preserve at Park Trace PUD. For water conservation OWNER shall individually meter each unit and/or supporting structure.

19. PUBLIC BENEFITS

- A. As depicted on the master/final site plan, OWNER shall provide an additional 10.4 acres of upland preserve area. OWNER shall be responsible in perpetuity for the maintenance of all preserve areas; provided, however, that upon creation of the ASSOCIATION, as required under this PUD, the OWNER shall convey and assign all such ownership and maintenance responsibilities to the ASSOCIATION.
- B. At no cost to the COUNTY, OWNER shall design, permit and construct the extension of the public sidewalk on the south side of the right-of-way of SE Cove Road, approximately 3,000 feet west, from the entrance of The Preserve at Park Trace PUD to the entrance of the Cove Royale PUD.

O.R.Book # and Page #	
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MARTIN COUNTY, FLORIDA

PRESERVE AREA MANAGEMENT PLAN

For:

The Preserve at Park Trace

Section 34, Township 38S, Range41E

Prepared by:

EW Consultants, Inc.

Approved by/Date:_____

A Preserve Area Management Plan (PAMP) is required of all applicants for development approval on sites which contain wetland or upland preserve areas, pursuant to provisions of Section 4.36.A.1 of the Martin County Land Development Regulations, Martin County Code.

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Eastern Indigo Snake Protection Measures

Lake Area Management Plan

Annual Monitoring Report Form

1.0 GENERAL

The owner of the lands to be preserved and maintained by this Preserve Area Management Plan (PAMP) and the developer of <u>The Preserve at Park Trace</u> successors and assigns, and their environmental consultants and contractors, will implement and comply with all portions of this PAMP.

Compliance with the terms of this PAMP includes submittal of all Monthly Monitoring Reports on PAMP compliance throughout all phases of project construction and submittal of all Annual Monitoring Reports following completion of project construction, pursuant to Section 10.17 of the Martin County Land Development Regulations. The owner of the lands to be preserved/maintained shall have ultimate responsibility for the submittal of all Monthly and Annual Monitoring Reports, according to the format and schedule requirements of Section 10 of this PAMP.

As noted in Section 9 of this PAMP, the Martin County Environmental Planning Administrator shall be notified in writing within thirty (30) days of transfer of ownership of any lands to be preserved/maintained under the terms of this PAMP. Failure to notify shall be considered as non-compliance with the terms of this PAMP

This PAMP will not be altered or amended by either Martin County or the owner/developer of <u>The Preserve at Park Trace</u>, except by an alteration or amendment agreed to by both the Martin County Environmental Planning Administrator and the owner/developer of <u>The Preserve at Park Trace</u>. Such alterations and amendments shall be inserted into the PAMP and the final revised document shall be recorded by the Martin County Clerk of Courts. The revised PAMP will be labeled with the appropriate O.R. Book and Page Number. Three copies of the revised document shall be provided to the Martin County Environmental Planning Administrator within thirty (30) days of the Recording date.

2.0 ENVIRONMENTAL ASSESSMENT

The Environmental Assessment (EA) includes maps and text which accurately depict the site's location, soils, uplands, listed species, previous impacts, preserve area locations and boundaries, and any other significant environmental features. It is attached to this Preserve Area Management Plan.

- 2.1 Location A location map is included in the EA.
- 2.2 Soils Soil types on the property were classified using a Soils Survey of Martin County Area, Florida and a copy of the appropriate map is included as an attachment. Please refer to the attached Environmental Assessment for a detailed description of soils present on the property.
- 2.3 Habitats Vegetative community classifications were mapped based on the Florida Land Use Cover and Forms Classifications System (FLUCCS), and the Florida Natural Areas Inventory (FNAI). Field Reconnaissance and aerial photograph interpretation were employed in the mapping effort of the vegetative communities on the subject property.

Please refer to the attached Environmental Assessment for a detailed description of the habitats present on the property.

2.4 Listed Species Evaluation

Please refer to the attached Environmental Assessment and associated attachments for a detailed description of the listed species evaluation for this property.

2.5 Previous Impacts

Please refer to the attached Environmental Assessment for a detailed description of the existing land covers and previous impacts.

2.6 Agency Correspondence

A database search of the Department of State's Florida Division of Historical Resources for the subject property. The findings of this request are included in the attached Environmental Assessment.

A database search of the Florida Fish and Wildlife Conservation Commission's online resources has been made for the project site. The findings are included in the attached Environmental Assessment.

A wetland jurisdictional determination (JD) has been performed by the SFWMD for the project site and is included in the Environmental Assessment.

Through the SFWMD ERP process, the Florida Fish & Wildlife Conservation Commission has provided the applicant with advisory comments which have been incorporated into the May 2021 EA and this PAMP.

3.0 IDENTIFICATION OF PRESERVE AREAS

- 3.1 Site Plan All Preserve Areas, right-of-ways and easements are shown on <u>The Preserve at Park Trace</u> Site Plan, a copy of which is included in this PAMP. The Site Plan will contain the notation: "PRESERVE AREAS ARE NOT TO BE ALTERED WITHOUT WRITTEN PERMISSION OF THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS."
- 3.2 Legal Recording The final <u>The Preserve at Park Trace</u> Site Plan will be recorded with the PAMP by the Martin County Clerk of Courts. The Site Plan and the PAMP will be labeled with the appropriate O.R. Book and Page Number and copies of each recorded document will be provided to the Martin County Environmental Planning Administrator within thirty (30) days of the Recording date.

4.0 SURVEYING, MARKING AND BARRICADING REQUIREMENTS

All Preserve Areas shown on the Site Plan for <u>The Preserve at Park Trace</u> will be surveyed and marked in the field with appropriate survey markers and signage. During the clearing and construction phases of the project, Preserve Area boundaries will be marked by physical barriers. No plant material will be removed from the Preserve Areas to facilitate surveying, fencing or soil boring/sampling without prior permission from the Martin County Environmental Planning Administrator.

- 4.1 Preserve Area Surveying Requirements Each Preserve Area will be surveyed and marked with permanent monuments at each corner and at other sites necessary for locating the boundary of the Preserve Area. These permanent monuments will be constructed under the supervision of a Registered Land Surveyor and will be shown on the Site Plan. Map coordinates of each Preserve Area will be provided to the Martin County Environmental Planning Administrator, in a form compatible for use in the County's GIS mapping system.
- 4.2 Preserve Area Boundary Markers and Signs Preserve Areas will be posted with permanent signs and boundary markers. Boundary Markers will be placed at the corners of residential lots abutting Preserve Areas. Signs will be at least 11 x 14 inches in size and will be posted in conspicuous locations along the Preserve Area boundary, at a frequency of no less than one (1) sign per 500 feet. All boundary markers and signs will be approved by the Martin County Environmental Planning Administrator and they will be in place prior to issuance of a building permit for construction on the site.
- 4.3 Barricading Requirements Prior to clearing, the developer will ensure that all Preserve Areas are protected with physical barriers during all clearing and construction activities in accordance with the following guidelines. Barricades will be inspected by County Environmental Division staff prior to work approval. Removal of the barricade materials will be done upon issuance of the final Certificate of Occupancy with authorization from appropriate County staff.

Barricades (not including turbidity screens) will be high-visibility orange safety fence extending from the ground to a height of at least 4 feet. Barricades will not be attached to vegetation.

All barricades and turbidity screens will be upright and maintained intact for the duration of construction.

Where areas are proposed for clearing (i.e. building envelope, utilities, drainage, road right-of-way, etc.) the bright orange barricades and silt fences will be offset at least 5 feet outside the Preserve Area or placed at the dripline of the canopy trees, whichever is greater.

All native vegetation not slated for removal as part of the development plans will be retained in their undisturbed state and will be barricaded at or outside the dripline of the trees.

Cut or fill will meet existing grade without encroaching into Preserve Areas.

It is the responsibility of the owner and developer of <u>The Preserve at Park Trace</u> to inform all contractors of these Marking and Barricading Requirements. Failure to comply with these Marking and Barricading Requirements will be considered a violation of the Site Plan approval. Further work on the project may be stopped until compliance with the Marking and Barricading Requirements is achieved, and the owner or developer may be required to appear before the Code Enforcement Board.

5.0 USE OF PRESERVE AREAS

5.1 Activities Allowed in Preserve Areas – Activities allowed in preserve areas are bird watching and nature enjoyment.

5.2 Activities Prohibited In Preserve Areas - Activities prohibited in Preserve Areas or easements within Preserve Areas include, but are not limited to: construction or placing of building materials on or above the ground; dumping or placing soil or other substances such as garbage, trash, and cuttings; removal or destruction of native trees, shrubs or other native vegetation; excavation, dredging or removal of soil materials; diking or fencing; vehicular traffic including use by non-motorized vehicles, recreational vehicles and off-road vehicles; permanent irrigation; trimming, pruning, or fertilization; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife conservation and preservation.

No hazardous material other than fuel for refueling on-site heavy equipment will be stored during the construction phases. On-site fuel tanks shall not be located within twenty-five (25) feet of any Preserve Areas and shall be removed upon completion of construction work.

Buildings proposed to be located adjacent to Preserve Areas shall be set back a minimum of ten (10) feet to allow for construction and maintenance without encroaching into the Preserve Area. All other structures (e.g. pools, sheds, decks, fences) shall be set back a minimum of five (5) feet from the Preserve Area boundary.

Development activities such as the construction of building pads for associated structures, swales, or culverts for surface water management shall not alter the hydrology of adjacent Preserve Areas. Nor shall any activities increase non-point source pollution in Preserve Areas.

6.0 RESTORATION AND MAINTENANCE ACTIVITIES

Except for approved restoration and maintenance activities, Preserve Areas will be left undisturbed. All maintenance of Preserve Areas will be in accordance with this PAMP for <u>The Preserve at Park Trace</u>. Maintenance and management activities will be performed by or under the supervision of a qualified environmental professional and must be approved by the Martin County Environmental Planning Administrator. The following restoration and maintenance activities may be allowed within Preserve Areas with prior written approval from the Environmental Planning Administrator: exotic plant removal, re-vegetation or planting native vegetation, and removal of dead, diseased, or safety hazard plant material.

- 6.1 Exotic Vegetation Removal Exotic vegetation shall be removed from Preserve Areas by the least ecologically-damaging method available. Such methods include hand pulling, hand spading, cutting with hand or chain saws and in-situ treatment with appropriate herbicides. No debris, including dead plants, plant clippings or wood scraps, shall be allowed in Preserve Areas. In addition, all dead plant material and exotic plant debris removed from Preserve Areas shall be disposed of in a County-approved recycling facility.
- Re-vegetation Any re-vegetation which might be necessary as a result of exotic vegetation removal or site construction activities shall consist of native plant species representative of the existing native plant community. This will ensure that the Preserve Areas maintain indigenous plant associations.
- 6.3 Vegetation Removal Dead or diseased plant material shall be removed from Preserve Areas upon approval by the Martin County Environmental Planning Administrator. Revegetation may be required for any removed plant material. No debris, including dead

plants, plant clippings or wood scraps, shall be allowed in Preserve Areas. All dead plant material and debris removed from Preserve Areas shall be disposed of in a County-approved recycling facility.

6.4 Prescribed Burns - Martin County considers prescribed burns an acceptable habitat management tool. When approved by the Martin County Environmental Planning Administrator, they will be conducted by a certified burn manager who will be responsible for obtaining all appropriate permits from State and local agencies.

It should be noted that the project site is located adjacent to the Atlantic Ridge State Park. As part of the vegetative management of this park, prescribed burns will be performed on a regular basis. The Preserve at Park Trace project is therefore located within the "smoke shed" of the Atlantic Ridge State Park. Residents of the development are to be provided with a copy of this PAMP which raises the awareness of this issue.

- 6.5 Hydrology Previous or potential drainage impacts will be corrected to the extent technically feasible. Wetlands and waterbodies on adjacent properties shall be protected from adverse impacts, as necessary.
- 6.6 Mitigation Plan There are proposed activities on-site which will necessitate wetland mitigating measures (access to upland areas through wetlands). As such, an Environmental Waiver application has been submitted under separate cover which evaluates the proposed impact and the corresponding wetland creation areas (from uplands) as shown on the graphics contained in the waiver application.

7.0 PROTECTIVE MEASURES FOR LISTED SPECIES

- 7.1 Gopher tortoises have been confirmed on-site. In Florida, gopher tortoises are protected as Threatened. Under Florida law, no person may take, possess, transport or sell a Listed Species. No land clearing or construction shall occur until all tortoises which will be impacted are relocated to upland preservation areas or to off-site receiver areas as permitted by the FFWCC. A gopher tortoise agent registered with the Florida Fish and Wildlife Conservation Commission will supervise clearing in the areas of the gopher tortoise burrows. Tortoises inhabiting burrows in areas to be developed will be captured and relocated following guidelines set forth below. Tortoise burrows may be bucket trapped or excavated using methodology approved by the Florida Fish and Wildlife Conservation Commission and conducted by an authorized gopher tortoise agent possessing a valid relocation permit. During clearing and grubbing operations, equipment operators will be notified of the occurrence of gopher tortoises on-site and instructed to observe for roaming and foraging individuals. Should gopher tortoises be seen during the clearing and grubbing, all equipment operations will be stopped and the gopher tortoises will be captured and relocated into a Preserve Area of the project away from the immediate clearing activities. Once the tortoise(s) have been safely relocated to a Preserve Area and restrained by tortoise fencing, equipment operation can resume.
- 7.2 Endemic Species If necessary, all gopher tortoise relocation efforts will include trapping of protected endemic species that may live in the burrow. These endemic species include but are not limited to the Florida mouse (*Peromyscus floridana*), gopher frog (*Rana aerolata*) and Eastern indigo snake (*Drymarchon corias couperi*).

7.3 Relocation of Tortoises - The Martin County Environmental Planning Administrator will be notified and will be provided with a copy of the Gopher Tortoise Relocation Permit from the Florida Fish and Wildlife Conservation Commission. All relocations shall be carried out by a gopher tortoise agent licensed for gopher tortoise relocations. The responsible party shall have access to literature pertaining to gopher tortoise preservation and shall be encouraged to preserve additional areas and to landscape with native vegetation.

8.0 MISCELLANEOUS PROVISIONS AND RESTRICTIONS

The project will comply with the Martin County/State of Florida "Firewise" program. The project has been designed to provide a 30' wide defensible space between the upland preserves and the primary structures on lots adjacent to those preserves. The owner/developer and homeowners' association shall ensure that these lots maintain the 30' wide defensible space inclusive of a maximum of 20 feet within the adjacent preserve area. Maintenance of the defensible space shall adhere to the Firewise Program's landscaping guidelines developed by the Florida Forest Service.

After construction is complete, the lot owner and homeowners' association will be responsible for maintaining the buildings and common property in accordance with the Firewise principles.

Firewise Notes:

- Lots adjacent to forested preserve areas shall maintain a 30' defensible space that will be maintained in accordance with "firewise" principles including the removal of trash and debris and restricting landscape to fire resistant species.
- \cdot No primary structure or attached secondary structure shall be constructed within the 30 foot defensible space to preserve areas.
- · Homes on lots adjacent to preserve areas shall have Class A asphalt shingle, slate or clay tiles, cement or metal roofing or terra cotta tiles.
- · Homes on lots adjacent to preserve areas shall have non-combustible or fire-resistant siding and soffits.

9.0 TRANSFER OF RESPONSIBILITIES

The property owner(s) and developers of <u>The Preserve at Park Trace</u> are responsible for implementation of all requirements of this Preserve Area Management Plan until such time as the developer transfers responsibility to the owners or a successor. The Martin County Environmental Planning Administrator will be notified in writing within thirty (30) days of transfer of ownership of any lands to be preserved under this PAMP. Failure to notify will be considered as noncompliance with the terms of this PAMP. At such time as the developer is ready to transfer control of <u>The Preserve at Park Trace</u> to the property owners or another appropriate entity, whether the developer retains ownership of the lots/parcels in the project or not, an environmental professional shall certify, in writing, to the Martin County Environmental Planning Administrator, that the Preserve Areas are in full compliance with this PAMP.

The developer and/or successor will be responsible for maintaining the Preserve Areas in their existing natural condition with the periodic removal of invasive exotic vegetation. After transfer of responsibilities, funding for all maintenance and management programs will be the responsibility of all successors.

10.0 MONITORING, REPORTING AND INSPECTIONS

10.1 Monthly Construction Reports – During construction of <u>The Preserve at Park Trace</u>, the developer will be responsible for submitting a monthly report on the progress of <u>The Preserve at Park Trace</u>, which will address all aspects of the site construction relative to the Preserve Areas. Information regarding construction and maintenance of the Preserve Areas, such as placement of barriers and signage, removal of exotic vegetation, revegetation, prescribed burns, etc. will be described and supported with photographs, where appropriate.

10.2 Annual Monitoring Reports -

Monitoring and reporting will be conducted annually by a qualified environmental professional for a period of five years from the date of completion of the project or project phase encompassing the monitored area. Annual monitoring will be conducted at the end of the wet season (usually by November 30) and a report of the monitoring will be submitted to the Martin County Environmental Planning Administrator within 30 days of the completion of the monitoring.

The Annual Monitoring Reports will document changes in vegetation including encroachment and/or overgrowth of noxious or exotic vegetation. Fixed-point photos of all Preserve Areas will be included in each report. The reports will include recommendations for exotic vegetation removal, re-vegetation, and any additional enhancement activities necessary to maintain the Preserve Area. A timetable for action within 90 days of the report will be prepared and followed.

A copy of the proposed Annual Monitoring Report format is attached to this PAMP as an Appendix. This format may be modified separately from the PAMP, as necessary, upon written approval from the Martin County Environmental Planning Administrator.

Upon request, Martin County Environmental Planning staff may meet with the responsible parties to review the annual monitoring report findings and supply technical assistance and support for stewardship.

The first Annual Monitoring Report due in compliance with this PAMP will be submitted to the Martin County Environmental Planning Administrator no later than _____. Subsequent Annual Monitoring Reports will be due on the same date for the next four years.

After the initial five-year monitoring period, the Preserve Areas may be subject to periodic review and, if conditions warrant, will be subject to further monitoring and maintenance to ensure environmental integrity, consistent with the provisions of this Plan.

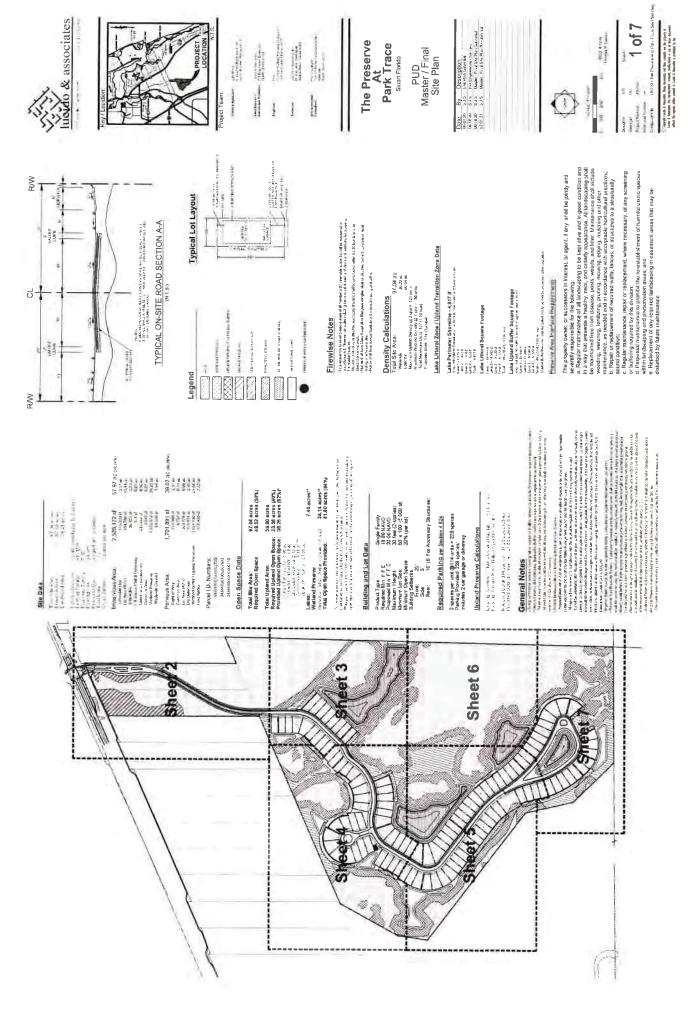
10.3 Enhanced Wetland Monitoring Program - As part of an "enhanced wetland monitoring program" developed in conjunction with Martin County Environmental Division staff, two automated water level monitoring devices will be installed on-site; one within W-9A and one within W-10. Both will be located near the east property line on either side of the existing earthen berm which separates the two wetlands as shown on the wetland monitoring map included as part of this August 2021 PAMP as is a typical diagram for these recorders. The purpose of these devices will be to document any significant changes in wetland water levels due to the potential hydrologic changes within the landscape. The recorded water elevations will be charted along with nearby rainfall data, with the wetland bottom elevation and

seasonal high water/normal pool elevations plotted as constants. In this manner, the chart will show the changes in water elevation within each wetland in relation to local rainfall, which will be collected from a public source such as the SFWMD database or from MCU rainfall units in the area. Should any significant changes to the wetlands' hydrology after two (2) years of monitoring, such data will be reviewed with Martin County Environmental Division staff to examine potential causes (whether natural or man-made) and resultant corrective measures that may be necessary and appropriate to restore the wetlands' hydrology. The definition of "significant" will be determined in conjunction with Martin County Environmental Division staff based on generally accepted water level tolerances for the types of freshwater wetlands found on-site.

10.4 Inspections - Martin County is authorized to inspect any County regulated site or appurtenance. Duly authorized representatives of Martin County may, at any time, upon presenting proper identification, enter upon and shall be given access to any premises for the purpose of such inspection.

11.0 ENFORCEMENT

Martin County shall have the right to enforce the provisions of this PAMP through any available administrative or civil proceeding, which may result in penalties. Restoration of habitat and other remedies, such as fines and fees covering staff time, may be required of any person, corporation or other entity found in violation of any of the provisions of this PAMP or of Article 10 of the Martin County Land Development Regulations.

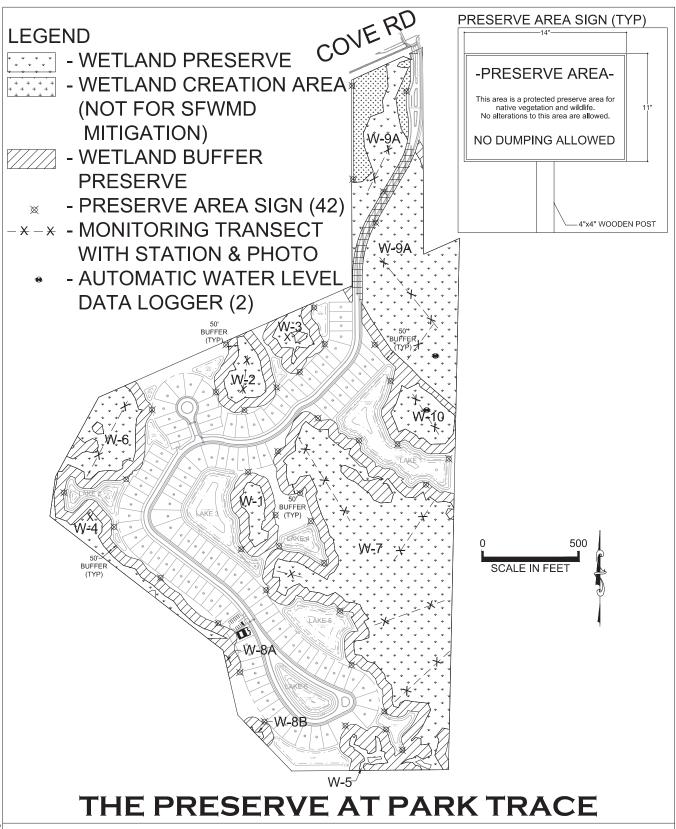


MAY 2021

FIGURE

PLANTING PLAN

1000 SE MONTEREY COMMONS BLVD., SUITE 208 STUART, FL 34996 772-287-8771 FAX 772-287-2988 WWW.EWCONSULTANTS.COM



MONITORING



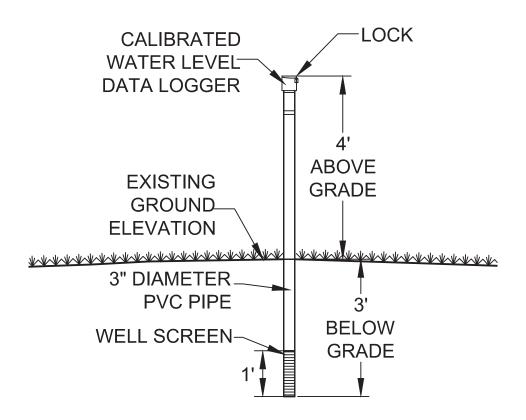
EW Consultants, Inc.

1000 SE MONTEREY COMMONS BLVD., SUITE 208 STUART, FL 34996 772-287-8771 Fax 772-287-2988 WWW.EWCONSULTANTS.COM

AUG 2021

FIGURE

TYPICAL



THE PRESERVE AT PARK TRACE MONITORING WELL DETAIL



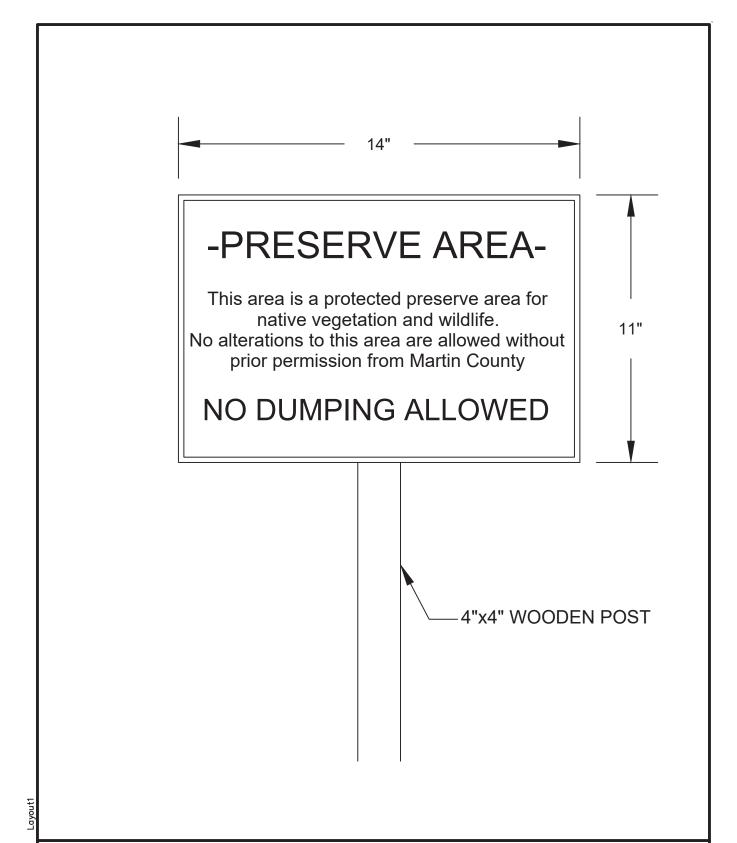
CONSULTANTS, INC.

2081 SE OCEAN BOULEVARD, SUITE 2B STUART, FLORIDA 34996 772-287-8771 FAX 772-287-2988 WWW.EWCONSULTANTS.COM

AUG 2021

FIGURE

3



PRESERVE AREA SIGN



EW Consultants, Inc.

1000 SE MONTEREY COMMONS BLVD., SUITE 208 STUART, FL 34996 772-287-8771 FAX 772-287-2988 WWW.EWCONSULTANTS.COM

OCT 2013

FIGURE

Natural Resource Management, Wetland, and Environmental Permitting Services



ENVIRONMENTAL ASSESSMENT

THE PRESERVE AT PARK TRACE

MARTIN COUNTY, FLORIDA

Prepared for:

D.R. Horton

Prepared by:

EW Consultants, Inc.

May 2021

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Natural Resource Management, Wetland, and Environmental Permitting Services

INTRODUCTION -

The Preserve at Park Trace project site covered by this Environmental Assessment comprises 97+/- acres. The site is located just north of the Atlantic Ridge State Park, east of Ault Avenue, south of Cove Road, and west of the Summerfield development (see Figure 1 in Appendix A, Location Map). The project site is situated in east-central Martin County, FL, in the Section 34, Township 38S, and Range 41 East (see Figure 2 in Appendix A, USGS Quadrangle Map).

GENERAL PROPERTY DESCRIPTION -

The majority of the parcel consists of native pine/mesic flatwoods upland habitat, with a substantial amount of freshwater wetlands, as well. The property is surrounded by vacant wooded lands to the south and west, a golf course to the east, Cove Road and large lot residential parcels and a church to the north (see Figure 3, 2020 Aerial Photograph, in Appendix A for an aerial view of the project site and surroundings).

Current land cover types include native upland and wetland habitats, as well as lands dominated by exotic plant species (both wetland and upland) within the northern "chimney" of the project site along Cove Road. The only visible alterations on-site include a series of rudimentary ditches.

SOILS -

A soils report for the site generated by the USDA/NRCS in included in Appendix B. The soils in this part of Martin County are generally poorly drained sands and depressional sands.

NATURAL COMMUNITIES AND LAND COVERS -

The following is a summary of the land covers and vegetative communities found on the subject site. Land cover and vegetative community classifications were mapped based on the Florida Land Use, Cover and Forms Classification System (FLUCCS) and Florida Natural Areas Inventory (FNAI). The land cover mapping is based on the vegetative site conditions as of March 2020. Please refer to Figure 4 in Appendix A, for the approximate limits of the land cover categories described below.

Land cover categories present on-site include:

#411: Pine/Mesic Flatwoods – This common native upland vegetative cover consists of slash pine canopy, with saw palmetto, gallberry, fetterbush and wax myrtle in the understory, with wiregrasses in the groundcover layer. Native vines are also present such as wild grape and

Natural Resource Management, Wetland, and Environmental Permitting Services

greenbrier. This land cover type is suitable habitat for the state threatened gopher tortoise, and evidence of their presence was observed during recent site visits.

#422: Brazilian Pepper - This upland land cover includes wooded areas in the chimney portion of the project site south of and adjacent to Cove Road. This land cover is dominated by the invasive exotic Brazilian pepper tree. The exotic schefflera tree, as well as exotic grasses such as guinea grass and rose natal grass are also present within this land cover type. Numerous vines are also present such as wild grape and greenbrier. This land cover provides very little wildlife utilization potential.

#643: Wet Prairie – The east-central, northwestern and chimney portion of the project site consists of freshwater wetlands. Such areas are dominated by desirable native wetland plants such as St. John's wort, corkwood, maidencane, bog buttons and hatpins. Wetlands along the western property line as well as the wetland in the chimney contain a significant (greater than 75%) coverage of the exotic melaleuca tree. The wetlands on-site provide foraging and nesting habitat opportunities for a variety of common and listed wildlife species, in particular wading birds. The landward extents of the wetlands on-site have been verified by the SFWMD (see Exhibit 1).

PREVIOUS IMPACTS -

Minimal impacts to the site have occurred over the past decades most likely due to its remote nature and inaccessibility from major roadways. Invasion of exotic plant species is evident along Cove Road, as are rudimentary ditches throughout the site.

AGENCY COORDINATION AND RECOMMENDATIONS -

With the databases of the U.S. Fish and Wildlife Service (FWS) and the Florida Fish and Wildlife Conservation Commission (FWC) readily available on-line, Figures 5 and 6 represent the database downloads for these agencies. The landward extents of the wetlands on-site have been verified by the SFWMD (see Exhibit 1).

Discussions with staff from the Florida Fish and Wildlife Conservation Commission (FWC) during the SFWMD Environmental Resource Permit (ERP) process led to the following recommendations for the project site based on the habitats present:

- 1) Survey, permitting, and relocation of the state threatened gopher tortoise
- 2) Survey of the deepwater areas within on-site wetlands for nesting sandhill cranes and other wading birds during the recognized nesting season
- 3) Making observations for least tern nesting during construction activities since this listed species has been known to nest on newly-cleared sites with fresh sand

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- 4) Posting of informational signage and training for site contractors regarding the identification and stoppage of work procedures for the Florida pine snake and Eastern Indigo snake.
- 5) Including language in the recorded Preserve Area Management Plan informing residents of the project of the adjacent Atlantic Ridge State Park and the frequency of prescribed burns along with the potential for occasional smoke associated with those burns.

As a result of these recommendations, the May 2021 PAMP has been updated accordingly.

LISTED FLORA AND FAUNA -

Due the various types of habitats found on-site, listed wildlife species may utilize the pine flatwoods and wetlands for nesting and foraging opportunities.

A search of the FWC water bird colonies database is shown on Figure 5. The data reveal that several colonies within 20 miles of the project site have been documented. Since the foraging range of a wood stork is generally recognized as 18.6 miles from its colony, the project site is located within a wood stork foraging area. However, only minimal impacts to the on-site wetlands are proposed within the exotic-infested areas of the wetlands along Cove Road. Therefore, there will be no anticipated impacts to listed wading bird populations.

Although the bald eagle has been removed from the Endangered Species Act list, it remains protected under the Bald and Golden Eagle Protection Act. The subject property contains numerous mature slash pines that could provide potential nesting opportunities for bald eagles and is located within a few miles of major foraging areas, such as the Indian River Lagoon, St. Lucie River, and numerous local waterways. A mature bald eagle was observed just off-site along the eastern boundary with the Summerfield project. No bald eagle nest trees were observed on-site during the past year of field visits. The closest eagle nest is located to the southeast of the site (MT010 in the Atlantic Ridge State Park). A map showing FWC documented bald eagle nest locations is attached as Figure 6 in Appendix A.

As mentioned previously, the state threatened gopher tortoise has been observed on-site. It is recommended that a full survey be conducted within the development footprint no more than 90 days prior to land operations. As for the listed wading birds observed on-site, it is recommended that systematic surveys be conducted within the on-site wetlands in accordance with FWC guidelines at the appropriate times of year prior to and during site development activities.

Figure 7 in Appendix A shows the locations of the observations made for listed species over the past year, as well as a survey loop through the upland portions of the site for gopher tortoise burrows. This survey loop represents approximately a 10% survey of the upland areas for gopher tortoise burrows. Table 1 below is the current list of state and federally protected fauna in Florida with those species likely to occur on-site highlighted.

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In addition, federally listed plant species within Florida are shown on Table 2 below. No such species on this list was observed during the site visits or expected to occur on-site based on the habitat types present. It should be noted that other protected plants listed by FDACS are not provided in Table 2 since they are considered the property of the landowner under Chapter 5B-40, F.A.C., and are protected from un-permitted commercial exploitation, which is not applicable to the project site.

ic Name er oxyrinchus s melanostomus tropis welaka aria asprella	Status FE ST ST	Potential Occurrence N/A N/A N/A	Comment Not found in Martin County Not found in Martin County
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tropis welaka aria asprella	ST		,
aria asprella			Not found in Martin County
		N/A	Not found in Martin County
			No approriate habitat found on-site
er oxyrinchus		14//	The approviate number found on site
	FT-1	N/A	Not found in Martin County
conchorum	ST	N/A	Not found in Martin County
oma okalossae	FT	N/A	Not found in Martin County
s jenkinsi	ST	N/A	Not found in Martin County
er brevirostrum	FE-1	N/A	Not found in Martin County
ectinate	FE	N/A	No approriate habitat found on-site
oma olmstedi maculaticeps	ST	N/A	Not found in Martin County
ic Name	Status		
tes okaloosae	ST	N/A	Not found in Martin County
oma cinqulatum	FT	N/A	Not found in Martin County
riton wallacei	ST	N/A	Not found in Martin County
oma bishopi	FE	N/A	Not found in Martin County
ic Name	Status		
		Minimal	May occur in dicthes and wetlands
			Not found in Martin County
			Not found in Martin County
			Not found in Martin County
,			Not found in Martin County
interest	conchorum oma okalossae s jenkinsi er brevirostrum ectinate oma olmstedi maculaticeps c Name ees okaloosae oma cingulatum eriton wallacei	er oxyrinchus FT-1 conchorum ST oma okalossae FT s jenkinsi ST er brevirostrum FE-1 ectinate FE oma olmstedi maculaticeps ST c Name Status eres okaloosae ST oma cingulatum FT rition wallacei ST c Name Status FE c Name Status FT control okalosae ST oma bishopi FE c Name Status FT cright okalosae ST oma bishopi FE c Name Status FT cright okalosae ST oma bishopi FE c Name Status FT c Name Status	er oxyrinchus FT-1 N/A conchorum ST N/A pma okalossae FT N/A s jenkinsi ST N/A er brevirostrum FE-1 N/A cotinate FE N/A coma olmstedi maculaticeps ST N/A coma olmstedi maculaticeps ST N/A coma cingulatum FT N/A criticon wallacei ST N/A coma bishopi FE N/A coma bishopi FE N/A coma cingulatum FT N/A coma bishopi FE N/A coma cingulatum FT N/A coma bishopi FF N/A coma bishopi FF N/A coma cingulatum FT N/A coma bishopi FF N/A coma bishopi

Eastern indigo snake	Drymarchon corais couperi	FT	Minimal	May occur in pine flatwoods
Florida brownsnake (1)	Storeria victa	ST-3	N/A	Lower Keys population only
Florida Brownshake (1) Florida Keys mole skink		ST	N/A	Not found in Martin County
· '	Eumeces egregius egregius		- '	,
Florida pine snake	Pituophis melanoleucus mugitus	ST ST	Moderate Confirmed	May occur in pine flatwoods Burrow observed on-site
Gopher tortoise	Gopherus polyphemus		1	
Green sea turtle	Chelonia mydas	FE-1	N/A	No approriate habitat found on-site
Hawksbill sea turtle	Eretmochelys imbricata	FE-1	N/A	No approriate habitat found on-site
Kemp's ridley sea turtle	Lepidochelys kempii	FE-1	N/A	No approriate habitat found on-site
Key ringneck snake	Diadophis punctatus acricus	ST	N/A	Not found in Martin County
Leatherback sea turtle	Dermochelys coriacea	FE-1	N/A	No approriate habitat found on-site
Loggerhead sea turtle	Caretta caretta	FE-1	N/A	No approriate habitat found on-site
Rim rock crowned snake	Tantilla oolitica	ST	N/A	Not found in Martin County
Sand skink	Neoseps reynoldsi	FT	N/A	Not found in Martin County
Short-tailed snake	Stilosoma extenuatum	ST	N/A	Not found in Martin County
BIRDS				
Common Name	Scientific Name	Status		
American oystercatcher	Haematopus palliatus	ST	N/A	No approriate habitat found on-site
Audubon's crested caracara	Polyborus plancus audubonii	FT	N/A	No approriate habitat found on-site
Bachman's wood warbler	Vermivora bachmanii	FE	N/A	Not found in Martin County
Black skimmer	Rynchops niger	ST	N/A	No approriate habitat found on-site
Cape Sable seaside sparrow	Ammodramus maritimus mirabilis	FE	N/A	Not found in Martin County
Eskimo curlew	Numenius borealis	FE	N/A	Not found in Martin County
Everglade snail kite	Rostrhamus sociabilis plumbeus	FE	N/A	No approriate habitat found on-site
Florida burrowing owl	Athene cunicularia floridana	ST	N/A	No approriate habitat found on-site
Florida grasshopper sparrow	Ammodramus savannarum floridanus	FE	N/A	No approriate habitat found on-site
Florida sandhill crane	Grus canadensis pratensis	ST	High	Observed foraging in wetlands on-site
Florida scrub-jay	Aphelocoma coerulescens	FT	N/A	No approriate habitat found on-site
Ivory-billed woodpecker	Campephilus principalis	FE	N/A	Not found in Martin County
Kirtland's wood warbler	Dendroica kirtlandii(Setophaga kirtlandii)	FE	N/A	Not found in Martin County
Least tern*	Sterna antillarum	ST	N/A	No approriate habitat found on-site
Little blue heron	Egretta caerulea	ST	High	Confirmed foraging in wetlands on-site
Marian's marsh wren	Cistothorus palustris marianae	ST	N/A	Not found in Martin County
Piping plover	Charadrius melodus	FT	N/A	No approriate habitat found on-site
Red-cockaded woodpecker	Picoides borealis	FE	N/A	No approriate habitat found on-site
Reddish egret	Egretta rufescens	ST	High	May use aquatic resources on-site
Roseate spoonbill	Platalea ajaja	ST	High	May use aquatic resources on-site
Roseate tern	Sterna dougallii dougallii	FT	N/A	No approriate habitat found on-site
Rufa red knot	Calidris cantus rufa	FT	N/A	No approriate habitat found on-site
	1	15.5	-7	F.E

Snowy plover Charadrius invosus(Charadrius olexandrinus) ST N/A No approriate habitat found on-site Southeastern American kestrel Folco sparverius paulus ST N/A No approriate habitat found on-site Tricolored heron Egretta tricolor ST High May use aquatic resources on-site Wakulla seaside sparrow Ammodramus maritimus juncicola ST N/A Not found in Martin County White-crowned pipeon Potagionens leuzocephala ST N/A Not found in Martin County Whooping crane Grus americana FRN N/A Extreme western Martin County only Whooping crane Grus americana FRN N/A Not found in Martin County Wood stork Mycteria americana FRN N/A Not found in Martin County Wood stork Mycteria americana FT High May use aquatic resources on-site MAMMALS Status Amastasia island beach nouse Peramyscus polionatus phasma FE N/A Not found in Martin County Wood stork Mycteria americana FT N/A Not found in Martin County Wood stork Mycteria americana FT N/A Not found in Martin County Wood stork Mycteria americana FT N/A Not found in Martin County MAMMALS Scientific Name Status Amastasia island beach nouse Peramyscus polionatus phasma FE N/A Not found in Martin County Wood stork Peramyscus polionatus phasma FE N/A Not found in Martin County Wood stork Peramyscus polionatus phasma FE N/A Not found in Martin County Wood stork Peramyscus polionatus allophrys FE N/A Not found in Martin County Wood stork whale Balaenaptera physalus FE N/A Not found in Martin County Wood stork whale Balaenaptera physalus FE N/A Not found in Martin County Wood stork whale Peramyscus polionatus divecampbelli FE N/A Not found in Martin County Wood stork Peramyscus polionatus divecampbelli FE N/A Not found in Martin County Wood stork whale Mycotis saddis FE N/A Not found in Martin County Wood stork Peramyscus polionatus allopaticala FE N/A Not found in Martin County Wood stork Peramyscus polionatus a					
Falco spanwing principle Falco spanwing paulus ST N/A No approriate habitat found on-site	Scott's seaside sparrow	Ammodramus maritimus peninsulae	ST	N/A	Not found in Martin County
Tricolored heron Egretto tricolor Ammodramus maritimus juncicola ST N/A Not found in Martin County White-crowned pigeon Patagoenas leucocephala ST N/A Not found in Martin County Whooping crane Grus americana Grus americana FNN N/A Extreme western Martin County only Worthington's marsh wren Cistothorus palustris griseus ST N/A Mort found in Martin County Wood stork Mycteria americana FT High May use aquatic resources on-site MAMMALS Scientific Name Status Amastasia island beach mouse Peromyscus polionotus phasma FE N/A Not found in Martin County Peropyscus polionotus phasma FE N/A Not found in Martin County Peropyscus polionotus phasma FE N/A Not found in Martin County Peropyscus polionotus phasma FE N/A Not found in Martin County Peropyscus polionotus phasma FE N/A Not found in Martin County Peropyscus polionotus phasma FE N/A Not found in Martin County Peropyscus polionotus phasma FE N/A Not found in Martin County Peropyscus polionotus phasma FE N/A Not found in Martin County Peropyscus polionotus phasma FE N/A Not found in Martin County Peropyscus polionotus phasma FE N/A Not found in Martin County Peropyscus polionotus phasma FE N/A Not found in Martin County Fiorida bonneted (mastiff) bat Europs [-aplucinus] Fioridanus FE N/A Not found in Martin County Fiorida panther Puma [-Feile] Cancelor conyi FE N/A Not found in Martin County Fiorida panther Puma [-Feile] Cancelor conyi FE N/A Not found in Martin County Fiorida panther Puma [-Feile] Cancelor conyi FE N/A Not found in Martin County Fiorida panther Puma [-Feile] Cancelor conyi FE N/A Not found in Martin County Fiorida panther Puma [-Feile] Cancelor conyi FE N/A Not found in Martin County Fiorida panther Puma [-Feile] Cancelor conyi FE N/A Not found in Martin County Fiorida panther Puma [-Feile] Cancelor conyi FE N/A Not found in Martin County Fiorida pan	Snowy plover	Charadrius nivosus(Charadrius alexandrinus)	ST	N/A	No approriate habitat found on-site
Wakulla seaside sparrow Ammodramus moritimus juncicola ST N/A Not found in Martin County White-crowned pigeon Potagioenas leucocephala ST N/A Not found in Martin County Worthington's marsh wren Cistothorus pollustris griseus ST N/A Not found in Martin County Worthington's marsh wren Cistothorus pollustris griseus ST N/A Not found in Martin County Wood stork Mycteria americana FT High May use aquatic resources on-site MAMMALS Common Name Scientific Name Status Not found in Martin County Big Cypress fox squirrel Choctawhatchee beach mouse Peromyscus polionotus phosma FE N/A Not found in Martin County Choctawhatchee beach mouse Peromyscus polionotus allophrys FE N/A Not found in Martin County Choctawhatchee beach mouse Peromyscus polionotus allophrys FE N/A Not found in Martin County Choctawhatchee beach mouse Peromyscus polionotus allophrys FE N/A Not found in Martin County Choctawhatchee beach mouse Peromyscus polionotus allophrys FE N/A Not found in Martin County Choctawhatchee beach mouse Peromyscus polionotus allophrys FE N/A Not found in Martin County Choctawhatchee beach mouse Peromyscus polionotus allophrys FE N/A Not found in Martin County Findades mink Noovison vison everglodensis ST N/A Not found in Martin County Findades mink Roovison vison everglodensis FE N/A Not found in Martin County Finda panther Puma [=Felis] concolor coryi FE N/A Not documented north of Broward County Finda salt marsh vole Microtus pennsylvanious dukecampbelli FE N/A Not found in Martin County	Southeastern American kestrel	Falco sparverius paulus	ST	N/A	No approriate habitat found on-site
Whologing crane Grus americana Grus americana FXN N/A Extreme western Martin County Whologing crane Grus americana FXN N/A Extreme western Martin County only Wood stork Mycteria americana FT High May use aquatic resources on-site MAMMALS Common Name Scientific Name Status Express fox squirrel Sciurus niger avicennia Sty Big Cypress fox squirrel Sciurus niger avicennia Sty Big Cypress fox squirrel Sciurus niger avicennia ST N/A Not found in Martin County Not found in Martin County Peromyscus polionotus allophnys FE N/A Not found in Martin County Not found in Martin County FE N/A Not found in Martin C	Tricolored heron	Egretta tricolor	ST	High	May use aquatic resources on-site
Worthington's marsh wren Cistothorus pollustris griseus ST N/A Not found in Martin County Worthington's marsh wren Cistothorus pollustris griseus ST N/A Not found in Martin County Wood stork Mykteria americana FT High May use aquatic resources on-site MAMMALS Common Name Scientific Name Status Anastasia Island beach mouse Peramyscus polinontus phasma FE N/A Not found in Martin County Sciurus niger avicerenia ST N/A Not found in Martin County Choctawhatchee beach mouse Peramyscus polinontus allophys FE N/A Not found in Martin County Finiback whale Balaenopetra physalus FE-1 N/A No approriate habitat found on-site Florida bonneted (mastiff) bat FE N/A Not found in Martin County Finiback whale Balaenopetra physalus FE N/A Not found in Martin County Finiback whale Balaenopetra physalus FE N/A Not found in Martin County Finiback whale Balaenopetra physalus FE N/A Not found in Martin County Finiback whale Balaenopetra physalus FE N/A Not found in Martin County Finida panther Puma (=Felis Cancolor cory) FE N/A Not found in Martin County Fiorida salt marsh vole Microtus pennsylvanicus dukecampbelli FE N/A Not found in Martin County Fiorida salt marsh vole Microtus pennsylvanicus dukecampbelli FE N/A Not found in Martin County Gray wolf Canis lupus FE-1 N/A Not found in Martin County FE N/A Not found in Martin County New Jerge cootton mouse Peramyscus pollonatus singlepatical FE N/A Not found in Martin County New Jerge cootton mouse Peramyscus pollonatus singlepatical FE N/A Not found in Martin County New Jerge cootton mouse Peramyscus polinoatus singlepatical FE N/A Not found in Martin County N	Wakulla seaside sparrow	Ammodramus maritimus juncicola	ST	N/A	Not found in Martin County
Word stork Mycteria americana Status Anastasia Island beach mouse Peramyscus polionotus phasma FE N/A Not found in Martin County Mod stork Anastasia Island beach mouse Peramyscus polionotus phasma FE N/A Not found in Martin County Sturus inger avicennia ST N/A Not found in Martin County Choctawhatchee beach mouse Peramyscus polionotus allophrys FE N/A Not found in Martin County Not found in Martin County Peramyscus polionotus allophrys FE N/A Not found in Martin County Not found in Martin County Peramyscus polionotus allophrys FE N/A Not found in Martin County Not found in Martin County FIndria banneted (mastiff) bat Balaenoptera physolus FE-1 N/A Not approriate habitat found on-site Florida banneted (mastiff) bat Bumps [=plaintous] floridanus FE N/A Not found in Martin County Florida panther Puma [=Felis] concolor coryi FE N/A Not found in Martin County Fiorida panther Puma [=Felis] concolor coryi FE N/A Not found in Martin County Fiorida panther Puma [=Felis] concolor coryi FE N/A Not found in Martin County Gray bat Mycots grissescus FE N/A Not found in Martin County Gray bat Myots grissescus FE N/A Not found in Martin County Gray bat Myots grissescus FE N/A Not found in Martin County Gray bat Myots grissescus FE N/A Not found in Martin County FE N/A Not found in Martin Coun	White-crowned pigeon	Patagioenas leucocephala	ST	N/A	Not found in Martin County
MAMMALS Common Name Scientific Name Scientific Name Scientific Name Scientific Name Scientific Name Status Anastasia Island beach mouse Peromyscus polionotus phasma FE N/A Not found in Martin County Big Cypress fox squirrel Choctawhatchee beach mouse Peromyscus polionotus allophrys FE N/A Not found in Martin County Choctawhatchee beach mouse Peromyscus polionotus allophrys FE N/A Not found in Martin County Fereiglades mink Neovison vison everglodensis ST N/A Not found in Martin County Filorida salt marsh vole Biolenoptera physalus FE-1 N/A Not found in Martin County Filorida panther Florida panther Puma [=Felis] concolor coryi FE N/A Not found in Martin County Florida panther Puma [=Felis] concolor coryi FE N/A Not found in Martin County Florida panther Puma [=Felis] concolor coryi FE N/A Not found in Martin County Florida panther Puma [=Felis] concolor coryi FE N/A Not found in Martin County Florida panther Puma [=Felis] concolor coryi FE N/A Not found in Martin County Florida panther Puma [=Felis] concolor coryi FE N/A Not found in Martin County Florida panther Puma [=Felis] concolor coryi FE N/A Not found in Martin County Florida panther Puma [=Felis] concolor coryi FE N/A Not found in Martin County Florida panther Puma [=Felis] concolor coryi FE N/A Not found in Martin County Feray wolf Canis lugius FE-2 N/A Not found in Martin County FE-3 N/A Not found in Martin County FE-4 N/A Not found in Martin County FE-3 N/A Not found in Martin County FE-4 N/A Not found in Martin County FE-8 N/A Not found in Martin	Whooping crane	Grus americana	FXN	N/A	Extreme western Martin County only
Common Name Scientific Name Satus Anastasia Island beach mouse Peromyscus polionotus phasma FE N/A Not found in Martin County Choctawhatchee beach mouse Peromyscus polionotus alphrys FE N/A Not found in Martin County Not found in Martin County Choctawhatchee beach mouse Peromyscus polionotus allophrys FE N/A Not found in Martin County Not found in Martin County Not found in Martin County Fordia bonneted (mastiff) bat Balcenoptera physalus FE-1 N/A Not approriate habitat found on-site Florida bonneted (mastiff) bat Eumops [=glaucinus] floridanus FE N/A Not found in Martin County FE N/A Not found in Martin County FI-1 NA No approriate habitat found on-site Florida panther Puma [=Felis] concolor coryi FE N/A Not found in Martin County FI-1 Richard Salt marsh vole Microtus pennsylvanicus dukecampbelli FE N/A Not found in Martin County Gray bat Myotis grissecens FE N/A Not found in Martin County Gray bat Myotis grissecens FE N/A Not found in Martin County Gray wolf Canis lupus FE-2 N/A Not found in Martin County FE-2 N/A Not found in Martin County Gray wolf Canis lupus FE-2 N/A Not found in Martin County FE-2 N/A Not found in Martin County Myotis sodalis FE N/A Not found in Martin County Rey deer Odocolleus virjainianus clavium FE N/A Not found in Martin County Rey Largo cotton mouse Peromyscus gossypinus allapaticola FE N/A Not found in Martin County Rey Largo woodrat Neotoma floridana smalli FE N/A Not found in Martin County North Atlantic right whale Eubalaena glacialis FE-1 N/A Not found in Martin County North Atlantic right whale Eubalaena glacialis FE-1 N/A Not found in Martin County North Atlantic right whale Eubalaena glacialis FE N/A Not found in Martin County North Atlantic right whale Eubalaena glacialis FE N/A Not found in Martin County North Atlantic right whale Eubalaena glacialis FE N/A Not found in Martin County North Atlantic right whale Eubalaena glacialis FE N/A Not found in Ma	Worthington's marsh wren	Cistothorus palustris griseus	ST	N/A	Not found in Martin County
Anastasia Island beach mouse Peromyscus polinontus phasma FE N/A Not found in Martin County Big Cypress fox squirrel Choctawhatchee beach mouse Peromyscus polinontus allophrys FE N/A Not found in Martin County Choctawhatchee beach mouse Peromyscus polinontus allophrys FE N/A Not found in Martin County Everglades mink Neovison vison evergladensis ST N/A Not found in Martin County Finback whale Balaenoptera physalus FE N/A Not approriate habitat found on-site Florida bonneted (mastiff) bat Eumops [-glaucinus] Floridanus FE N/A Not dound in Martin County Florida panther Puma [-Felis] concolor coryi FE N/A Not found in Martin County Florida panther Puma [-Felis] concolor coryi FE N/A Not found in Martin County Florida salt marsh vole Microtus pennsylvanicus dukecampbelli FE N/A Not found in Martin County Florida salt marsh will Myotis grissecens FE N/A Not found in Martin County Gray bat Myotis grissecens FE N/A Not found in Martin County Florida salt marsh will Myotis grissecens FE N/A Not found in Martin County FF-2 N/A Not found in Martin County FF-3 N/A Not found in Martin County FF-4 N/A Not found in Martin County FF-5 N/A Not found in Martin County FF-6 N/A Not found in Martin County FF-6 N/A Not found in Martin County FF-7 N/A Not found in Martin County FF-8 N/A Not found in Martin County FF-8 N/A Not	Wood stork	Mycteria americana	FT	High	May use aquatic resources on-site
Anastasia Island beach mouse Peromyscus polinontus phasma FE N/A Not found in Martin County Big Cypress fox squirrel Choctawhatchee beach mouse Peromyscus polinontus allophrys FE N/A Not found in Martin County Choctawhatchee beach mouse Peromyscus polinontus allophrys FE N/A Not found in Martin County Everglades mink Neovison vison evergladensis ST N/A Not found in Martin County Finback whale Balaenoptera physalus FE N/A Not approriate habitat found on-site Florida bonneted (mastiff) bat Eumops [-glaucinus] Floridanus FE N/A Not dound in Martin County Florida panther Puma [-Felis] concolor coryi FE N/A Not found in Martin County Florida panther Puma [-Felis] concolor coryi FE N/A Not found in Martin County Florida salt marsh vole Microtus pennsylvanicus dukecampbelli FE N/A Not found in Martin County Florida salt marsh will Myotis grissecens FE N/A Not found in Martin County Gray bat Myotis grissecens FE N/A Not found in Martin County Florida salt marsh will Myotis grissecens FE N/A Not found in Martin County FF-2 N/A Not found in Martin County FF-3 N/A Not found in Martin County FF-4 N/A Not found in Martin County FF-5 N/A Not found in Martin County FF-6 N/A Not found in Martin County FF-6 N/A Not found in Martin County FF-7 N/A Not found in Martin County FF-8 N/A Not found in Martin County FF-8 N/A Not					
Anastasia Island beach mouse Peromyscus polionotus phasma FE N/A Not found in Martin County Big Cypress fox squirrel Sciurus niger ovicennia ST N/A Not found in Martin County Choctawhatchee beach mouse Peromyscus polionotus allophrys FE N/A Not found in Martin County Everglades mink Neovison vison evergladensis ST N/A Not found in Martin County Everglades mink Neovison vison evergladensis ST N/A Not found in Martin County Finback whale Balaenoptera physalus FE-1 N/A No approriate habitat found on-site Florida bonneted (mastiff) bat Eumops [-gloucinus] floridanus FE N/A Not documented north of Broward County Florida panther Puma [-Felis] concolor coryi FE N/A Not found in Martin County Florida salt marsh vole Microtus pennsylvanicus dukecampbelli FE N/A Not found in Martin County Gray bat Gray bat Myotis grisescens FE N/A Not found in Martin County Gray wolf Canis lupus FE-2 N/A Not found in Martin County Humpback whale Megaptera novaeangliae FE-1 N/A Not found in Martin County Key deer Odocolleus virginianus clavium EE N/A Not found in Martin County Key Largo woodrat Neotoma floridana smalli FE N/A Not found in Martin County Key Largo woodrat Neotoma floridana smalli FE N/A Not found in Martin County Key Largo woodrat Neotoma floridana smalli FE N/A Not found in Martin County Key Largo woodrat Neotoma floridana smalli FE N/A Not found in Martin County North Atlantic right whale Eubaleana glacialis FE N/A Not found in Martin County North Atlantic right whale Eubaleana glacialis FE N/A Not found in Martin County North Atlantic right whale Peromyscus polionotus trissyllepsis FE N/A Not found in Martin County North Atlantic right whale Peromyscus polionotus trissyllepsis FE N/A Not found in Martin County North Atlantic right whale Peromyscus polionotus trissyllepsis FE N/A Not found in Martin County North Atlantic right whale Balaenoptera borealis FE-1 N/A Not found in Martin County North Atlantic right whale Peromyscus polionotus trissyllepsis	MAMMALS				
Big Cypress fox squirrel Sciurus niger avicennia ST N/A Not found in Martin County Choctawhatchee beach mouse Peromyscus polionatus allophrys FE N/A Not found in Martin County Everglades mink Neovison vison evergladensis ST N/A Not found in Martin County Finback whale Balaenoptera physalus FE-1 N/A No approriate habitat found on-site Florida bonneted (mastiff) bat Eumops [-glaucinus] floridanus FE N/A Not doudn in Martin County Florida panther Florida panther Florida salt marsh vole Microtus pennsylvanicus dukecampbelli FE N/A Not found in Martin County Florida salt marsh vole Myotis grisescens FE N/A Not found in Martin County Gray bat Myotis grisescens FE N/A Not found in Martin County Gray wolf Canis lupus FE-2 N/A Not found in Martin County Humpback whale Megaptera novaeangliae FE-1 N/A No approriate habitat found on-site Indiana bat Myotis sodalis FE N/A Not found in Martin County Key deer Odocoileus virginianus clavium FE N/A Not found in Martin County Key Largo cotton mouse Peromyscus gossypinus allapaticola FE N/A Not found in Martin County Key Largo woodrat Neotoma floridana smalli FE N/A Not found in Martin County Key Largo woodrat Neotoma floridana smalli FE N/A Not found in Martin County North Atlantic right whale Eubalaena glacialis FE-1 N/A Not found in Martin County North Atlantic right whale Eubalaena glacialis FE-1 N/A Not found in Martin County Red wolf Canis rufus FE N/A Not found in Martin County Red wolf Canis rufus FE N/A Not found in Martin County North Atlantic right whale Peromyscus polionatus trissyllepsis FE N/A Not found in Martin County Red wolf Canis rufus FE-1 N/A Not found in Martin County Red wolf Canis rufus FE N/A Not found in Martin County North Atlantic right whale Peromyscus polionatus trissyllepsis FE N/A Not found in Martin County North Ond in Martin County Red wolf Canis rufus FE-1 N/A Not found in Martin County North Ond	Common Name	Scientific Name	Status		
Choctawhatchee beach mouse Peromyscus polionotus allophrys FE	Anastasia Island beach mouse	Peromyscus polionotus phasma	FE	N/A	Not found in Martin County
Everglades mink Neovison vison evergladensis ST N/A Not found in Martin County	Big Cypress fox squirrel	Sciurus niger avicennia	ST	N/A	Not found in Martin County
Finback whale Balaenoptera physolus FE-1 N/A No approriate habitat found on-site Florida bonneted (mastiff) bat Eumops [-glaucinus] floridanus FE N/A Not documented north of Broward County Florida panther Puma [-Felis] concolor coryi FE N/A Not found in Martin County Florida salt marsh vole Microtus pennsylvanicus dukecampbelli FE N/A Not found in Martin County Gray bat Myotis grisescens FE N/A Not found in Martin County FE-2 N/A Not found in Martin County FE-2 N/A Not found in Martin County FE-2 N/A Not found in Martin County Humpback whale Megaptera novaeangliae FE-1 N/A No approriate habitat found on-site Indiana bat Myotis sodalis FE N/A Not found in Martin County Key deer Odocolleus virginianus clavium FE N/A Not found in Martin County Key Largo cotton mouse Peromyscus gossypinus allapaticola FE N/A Not found in Martin County Key Largo woodrat Neotoma floridana smalli FE N/A Not found in Martin County North Atlantic right whale Eubalaena glacialis FE-1 N/A No approriate habitat found on-site Perdido Key beach mouse Peromyscus polionotus trissyllepsis FE N/A Not found in Martin County Red wolf Canis rufus FE N/A Not found in Martin County Red wolf Canis rufus FE N/A Not found in Martin County Red wolf Canis rufus FE N/A Not found in Martin County Red wolf Canis rufus FE N/A Not found in Martin County Red wolf Salaenoptera borealis FE-1 N/A Not found in Martin County Sei whale Balaenoptera borealis FE-1 N/A Not found in Martin County Nort found in Martin County Red wolf FE-3 N/A Not found in Martin County FE-3 N/A Not found in Martin County Southeastern beach mouse Peromyscus polionotus niveiventris FT N/A No approriate habitat found on-site Peromyscus polionotus niveiventris FF-1 N/A No approriate habitat found on-site Peromyscus polionotus niveiventris FF-1 N/A No approriate habitat found on-site Peromyscus polionotus niveiventris FF-1 N/A No approriate habitat found on-site Peromyscus polionotus niveiventris FF-1 N/A No approriate habi	Choctawhatchee beach mouse	Peromyscus polionotus allophrys	FE	N/A	Not found in Martin County
Florida bonneted (mastiff) bat Eumops [=glaucinus] floridanus FE N/A Not documented north of Broward County Florida panther Puma [=Felis] concolor coryi FE N/A Not found in Martin County FE N/A Not found in Martin County	Everglades mink	Neovison vison evergladensis	ST	N/A	Not found in Martin County
Florida panther Puma [=Felis] concolor coryi FE N/A Not found in Martin County Florida salt marsh vole Microtus pennsylvanicus dukecampbelli FE N/A Not found in Martin County Gray bat Myotis grisescens FE N/A Not found in Martin County FE-2 N/A Not found in Martin County Humpback whale Megaptera novaeangliae FE-1 N/A No approriate habitat found on-site Indiana bat Myotis sodalis FE N/A Not found in Martin County Myotis sodalis FE N/A Not found in Martin County Key deer Odocoileus virginianus clavium FE N/A Not found in Martin County Key Largo cotton mouse Peromyscus gossypinus allapaticola FE N/A Not found in Martin County Key Largo woodrat Neotoma floridana smalli FE N/A Not found in Martin County North Atlantic right whale FE N/A Not found in Martin County North Atlantic right whale FE N/A Not found in Martin County North Atlantic right whale Peromyscus polionotus trissyllepsis FE N/A Not found in Martin County Red wolf Canis rufus FE N/A Not found in Martin County FE N/A Not found in Martin County North Atlantic right whale Peromyscus polionotus trissyllepsis FE N/A Not found in Martin County Rice rat Oryzomys palustris natator FE-3 N/A Not found in Martin County Sanibel Island rice rat Oryzomys palustris sanibell ST N/A Not found in Martin County Sei whale Balaenoptera borealis FE-1 N/A Not approriate habitat found on-site Sherman's short-tailed shrew Blarina [-carolinensis] shermani ST N/A Not found in Martin County No approriate habitat found on-site Physeter catodon [=macrocephalus] FE-1 N/A No appropriate habitat found on-site Peromyscus polionotus peninsularis FE-1 N/A No appropriate habitat found on-site	Finback whale	Balaenoptera physalus	FE-1	N/A	No approriate habitat found on-site
Florida salt marsh vole Microtus pennsylvanicus dukecampbelli FE N/A Not found in Martin County Gray bat Myotis grisescens FE N/A Not found in Martin County FE-2 N/A Not found in Martin County Humpback whale Megaptera novaeangliae FE-1 N/A Not found in Martin County Megaptera novaeangliae FE-1 N/A Not found in Martin County Motis sodalis FE N/A Not found in Martin County Key deer Odocoileus virginianus clavium FE N/A Not found in Martin County Key Largo cotton mouse Peromyscus gossypinus allapaticola FE N/A Not found in Martin County Key Largo woodrat Neotoma floridana smalli FE N/A Not found in Martin County Key Largo woodrat Neotoma floridana smalli FE N/A Not found in Martin County Key Largo woodrat Neotoma floridana smalli FE N/A Not found in Martin County North Atlantic right whale Eubalaena glacialis FE-1 N/A Not found in Martin County North Atlantic right whale Peromyscus polionotus trissyllepsis FE N/A Not found in Martin County Red wolf Canis rufus FE N/A Not found in Martin County Red wolf Canis rufus FE N/A Not found in Martin County FE N/A Not found in Martin County Red wolf Canis rufus FE N/A Not found in Martin County FE N/A Not found in Martin County Red wolf Canis rufus FE N/A Not found in Martin County FE N/A Not found in Martin County Red wolf Canis rufus FE N/A Not found in Martin County Sanibel Island rice rat Oryzomys palustris natator FE-3 N/A Not found in Martin County Southeastern beach mouse Peromyscus polionotus niveiventris FF N/A Not approriate habitat found on-site FF-1 N/A No approriate habitat found on-site	Florida bonneted (mastiff) bat	Eumops [=glaucinus] floridanus	FE	N/A	Not documented north of Broward County
Gray bat Myotis grisescens Gray wolf Canis lupus FE-2 N/A Not found in Martin County Humpback whale Megaptera novaeangliae Hindiana bat Myotis sodalis Key deer Odocoileus virginianus clavium Key Largo cotton mouse Key Largo woodrat Neotoma floridana smalli Lower Keys rabbit Sylvilagus palustris hefneri North Atlantic right whale Eubalaena glacialis FE-1 N/A Not found in Martin County North Atlantic right whale Peromyscus polionotus trissyllepsis Red wolf Canis rufus Sanibel Island rice rat Oryzomys palustris sanibeli Sherman's short-tailed shrew Blarina [=carolinensis] shermani St. Andrew beach mouse Peromyscus polionotus peninsularis PE-1 N/A Not found in Martin County Nort found in Martin County Sanibel Island rice rat Oryzomys palustris sanibeli ST N/A Nort found in Martin County Nort found in Martin County Southeastern beach mouse Peromyscus polionotus nivelventris FT N/A No appropriate habitat found on-site Physeter catodon [=macrocephalus] FE-1 N/A No tofound in Martin County No appropriate habitat found on-site Physeter catodon [=macrocephalus] FE-1 N/A No tofound in Martin County	Florida panther	Puma [=Felis] concolor coryi	FE	N/A	Not found in Martin County
Gray wolf Canis lupus FE-2 N/A Not found in Martin County Humpback whale Megaptera novaeangliae FE-1 N/A No approriate habitat found on-site Indiana bat Myotis sodalis FE N/A Not found in Martin County Key deer Odocoileus virginianus clavium FE N/A Not found in Martin County Key Largo cotton mouse Peromyscus gossypinus allapaticola FE N/A Not found in Martin County Net found in Martin County Not found in Martin County FE N/A Not found in Martin County Not found in Martin County FE N/A Not found in Martin County North Atlantic right whale Peromyscus polionotus trissyllepsis FE-1 N/A Not found in Martin County North Atlantic right whale Peromyscus polionotus trissyllepsis FE N/A Not found in Martin County Nort found in Martin County FE N/A Not found in Martin County Nort found in Martin County FE N/A Not found in Martin County FE N/A Not found in Martin County Nort found in Martin County FE N/A Not found in Martin County FE N/A Not found in Martin County Sanibel Island rice rat Oryzomys palustris sanibeli ST N/A Not found in Martin County Sei whale Balaenoptera borealis FE-1 N/A Not found in Martin County Southeastern beach mouse Peromyscus polionotus niveiventris FT N/A No approriate habitat found on-site FE-1 N/A No approriate habitat found on-site FF-1 N/A No approriate habitat found on-site	Florida salt marsh vole	Microtus pennsylvanicus dukecampbelli	FE	N/A	Not found in Martin County
Humpback whale Megaptera novaeangliae FE-1 N/A No approriate habitat found on-site Notis sodalis FE N/A Not found in Martin County Notigound in Martin County FE N/A Not found in Martin County Perdido Key beach mouse Peromyscus polionotus trissyllepsis FE N/A Not found in Martin County Sanibel Island rice rat Oryzomys palustris natator FE-3 N/A Not found in Martin County Sei whale Balaenoptera borealis FE-1 N/A No approriate habitat found on-site Sherman's short-tailed shrew Blarina [=carolinensis] shermani ST N/A Not found in Martin County No approriate habitat found on-site Sherman's short-tailed shrew Blarina [=carolinensis] shermani ST N/A No approriate habitat found on-site Peromyscus polionotus niveiventris FT N/A No approriate habitat found on-site Physeter catodon [=macrocephalus] FE-1 N/A No approriate habitat found on-site Physeter catodon [=macrocephalus] FE-1 N/A No approriate habitat found on-site No approriate habitat found on-site Physeter catodon [=macrocephalus] FE-1 N/A No approriate habitat found on-site	Gray bat	Myotis grisescens	FE	N/A	Not found in Martin County
Indiana bat Myotis sodalis FE N/A Not found in Martin County Key deer Odocoileus virginianus clavium FE N/A Not found in Martin County Key Largo cotton mouse Peromyscus gossypinus allapaticola FE N/A Not found in Martin County Key Largo woodrat Neotoma floridana smalli FE N/A Not found in Martin County North Atlantic right whale Eubalaena glacialis FE-1 N/A Not approriate habitat found on-site Perdido Key beach mouse Peromyscus polionotus trissyllepsis FE N/A Not found in Martin County North Atlantic right whale Canis rufus FE N/A Not found in Martin County FE-3 N/A Not found in Martin County Sanibel Island rice rat Oryzomys palustris natator FE-3 N/A Not found in Martin County Sei whale Balaenoptera borealis FF-1 N/A No approriate habitat found on-site Sherman's short-tailed shrew Blarina [=carolinensis] shermani ST N/A Not found in Martin County Southeastern beach mouse Peromyscus polionotus niveiventris FT N/A No approriate habitat on-site Sperm whale Physeter catodon [=macrocephalus] FE-1 N/A No approriate habitat found on-site FE-1 N/A No approriate habitat found on-site	Gray wolf	Canis lupus	FE-2	N/A	Not found in Martin County
Key deer Odocoileus virginianus clavium FE N/A Not found in Martin County Key Largo cotton mouse Peromyscus gossypinus allapaticola FE N/A Not found in Martin County Key Largo woodrat Neotoma floridana smalli FE N/A Not found in Martin County Lower Keys rabbit Sylvilagus palustris hefneri FE N/A Not found in Martin County North Atlantic right whale Eubalaena glacialis FE-1 N/A No approriate habitat found on-site Perdido Key beach mouse Peromyscus polionotus trissyllepsis FE N/A Not found in Martin County Red wolf Canis rufus FE N/A Not found in Martin County Rice rat Oryzomys palustris natator FE-3 N/A Not found in Martin County Sanibel Island rice rat Oryzomys palustris sanibeli ST N/A Not found in Martin County Sei whale Balaenoptera borealis FE-1 N/A No approriate habitat found on-site Sherman's short-tailed shrew Blarina [=carolinensis] shermani ST N/A Not found in Martin County Southeastern beach mouse Peromyscus polionotus niveiventris FT N/A No appropriate habitat on-site Sperm whale Physeter catodon [=macrocephalus] FE-1 N/A No approriate habitat found on-site St. Andrew beach mouse Peromyscus polionotus peninsularis FE N/A Not found in Martin County	Humpback whale	Megaptera novaeangliae	FE-1	N/A	No approriate habitat found on-site
Key Largo cotton mouse Peromyscus gossypinus allapaticola FE N/A Not found in Martin County Neotoma floridana smalli FE N/A Not found in Martin County Sylvilagus palustris hefneri FE N/A Not found in Martin County North Atlantic right whale Peromyscus polionotus trissyllepsis FE-1 N/A Not found in Martin County North Atlantic right whale Peromyscus polionotus trissyllepsis FE N/A Not found in Martin County Nort found in Martin County FE N/A Not found in Martin County Red wolf Canis rufus FE N/A Not found in Martin County FE-3 N/A Not found in Martin County Sanibel Island rice rat Oryzomys palustris natator FE-3 N/A Not found in Martin County Sei whale Balaenoptera borealis FE-1 N/A No approriate habitat found on-site Sherman's short-tailed shrew Blarina [=carolinensis] shermani ST N/A Not found in Martin County Southeastern beach mouse Peromyscus polionotus niveiventris FF N/A No appropriate habitat on-site Sperm whale Physeter catodon [=macrocephalus] FE-1 N/A No approriate habitat found on-site FF-1 N/A No approriate habitat found on-site	Indiana bat	Myotis sodalis	FE	N/A	Not found in Martin County
Key Largo woodrat Neotoma floridana smalli FE N/A Not found in Martin County Sylvilagus palustris hefneri FE N/A Not found in Martin County North Atlantic right whale Perdido Key beach mouse Peromyscus polionotus trissyllepsis FE N/A Not found in Martin County Red wolf Canis rufus FE N/A Not found in Martin County FE N/A Not found in Martin County Rice rat Oryzomys palustris natator FE-3 N/A Not found in Martin County Sanibel Island rice rat Oryzomys palustris sanibeli ST N/A Not found in Martin County Sei whale Balaenoptera borealis FE-1 N/A No approriate habitat found on-site Sherman's short-tailed shrew Blarina [=carolinensis] shermani ST N/A Not found in Martin County Southeastern beach mouse Peromyscus polionotus niveiventris FT N/A No appropriate habitat on-site Sperm whale Physeter catodon [=macrocephalus] FE-1 N/A No approriate habitat found on-site FE-1 N/A No approriate habitat found on-site FF-1 N/A No appropriate habitat found on-site	Key deer	Odocoileus virginianus clavium	FE	N/A	Not found in Martin County
Lower Keys rabbit Sylvilagus palustris hefneri FE N/A Not found in Martin County North Atlantic right whale Perdido Key beach mouse Peromyscus polionotus trissyllepsis FE N/A Not found in Martin County Red wolf Canis rufus FE N/A Not found in Martin County Rice rat Oryzomys palustris natator FE-3 N/A Not found in Martin County Sanibel Island rice rat Oryzomys palustris sanibeli ST N/A Not found in Martin County Sei whale Balaenoptera borealis FE-1 N/A No approriate habitat found on-site Sherman's short-tailed shrew Blarina [=carolinensis] shermani ST N/A Not found in Martin County Southeastern beach mouse Peromyscus polionotus niveiventris FT N/A No appropriate habitat on-site Sperm whale Physeter catodon [=macrocephalus] FE-1 N/A No approriate habitat found on-site FE-1 N/A No approriate habitat found on-site FF-1 N/A No approriate habitat found on-site	Key Largo cotton mouse	Peromyscus gossypinus allapaticola	FE	N/A	Not found in Martin County
North Atlantic right whale Eubalaena glacialis FE-1 N/A No approriate habitat found on-site Perdido Key beach mouse Peromyscus polionotus trissyllepsis FE N/A Not found in Martin County FE N/A Not found in Martin County Not found in Martin County FE-3 N/A Not found in Martin County Sanibel Island rice rat Oryzomys palustris natator ST N/A Not found in Martin County Sei whale Balaenoptera borealis FE-1 N/A No approriate habitat found on-site FE-1 N/A No approriate habitat found on-site Sherman's short-tailed shrew Blarina [=carolinensis] shermani ST N/A Not found in Martin County Not found in Martin County FE-1 N/A No approriate habitat found on-site FF-1 N/A No appropriate habitat on-site FF-1 N/A No appropriate habitat on-site FF-1 N/A No appropriate habitat found on-site	Key Largo woodrat	Neotoma floridana smalli	FE	N/A	Not found in Martin County
Perdido Key beach mouse Peromyscus polionotus trissyllepsis FE N/A Not found in Martin County FE N/A Not found in Martin County FE N/A Not found in Martin County Not found in Martin County FE-3 N/A Not found in Martin County Sanibel Island rice rat Oryzomys palustris sanibeli ST N/A Not found in Martin County Sei whale Balaenoptera borealis FE-1 N/A No approriate habitat found on-site Sherman's short-tailed shrew Blarina [=carolinensis] shermani ST N/A Not found in Martin County Southeastern beach mouse Peromyscus polionotus niveiventris FT N/A No appropriate habitat on-site Sperm whale Physeter catodon [=macrocephalus] FE-1 N/A No approriate habitat found on-site	Lower Keys rabbit	Sylvilagus palustris hefneri	FE	N/A	Not found in Martin County
Red wolf Canis rufus FE N/A Not found in Martin County Not found in Martin County FE-3 N/A Not found in Martin County Not found in Martin County Sanibel Island rice rat Oryzomys palustris sanibeli ST N/A Not found in Martin County Not found in Martin County FE-1 N/A No approriate habitat found on-site Sherman's short-tailed shrew Blarina [=carolinensis] shermani ST N/A Not found in Martin County Not found in Martin County FT N/A No appropriate habitat on-site Sperm whale Physeter catodon [=macrocephalus] FE-1 N/A No appropriate habitat found on-site FE-1 N/A Not found in Martin County	North Atlantic right whale	Eubalaena glacialis	FE-1	N/A	No approriate habitat found on-site
Rice rat Oryzomys palustris natator FE-3 N/A Not found in Martin County Sanibel Island rice rat Oryzomys palustris sanibeli ST N/A Not found in Martin County No approriate habitat found on-site Sherman's short-tailed shrew Blarina [=carolinensis] shermani ST N/A Not found in Martin County No approriate habitat found on-site Southeastern beach mouse Peromyscus polionotus niveiventris FT N/A No appropriate habitat on-site Sperm whale Physeter catodon [=macrocephalus] FE-1 N/A No approriate habitat found on-site St. Andrew beach mouse Peromyscus polionotus peninsularis FE N/A Not found in Martin County	Perdido Key beach mouse	Peromyscus polionotus trissyllepsis	FE	N/A	Not found in Martin County
Sanibel Island rice rat Oryzomys palustris sanibeli ST N/A Not found in Martin County Sei whale Balaenoptera borealis FE-1 N/A No approriate habitat found on-site Sherman's short-tailed shrew Blarina [=carolinensis] shermani ST N/A Not found in Martin County Southeastern beach mouse Peromyscus polionotus niveiventris FT N/A No appropiate habitat on-site Sperm whale Physeter catodon [=macrocephalus] FE-1 N/A No approriate habitat found on-site St. Andrew beach mouse Peromyscus polionotus peninsularis FE N/A Not found in Martin County	Red wolf	Canis rufus	FE	N/A	Not found in Martin County
Sei whale Balaenoptera borealis FE-1 N/A No approriate habitat found on-site Sherman's short-tailed shrew Blarina [=carolinensis] shermani ST N/A Not found in Martin County Southeastern beach mouse Peromyscus polionotus niveiventris FT N/A No appropiate habitat on-site Sperm whale Physeter catodon [=macrocephalus] FE-1 N/A No approriate habitat found on-site St. Andrew beach mouse Peromyscus polionotus peninsularis FE N/A Not found in Martin County	Rice rat	Oryzomys palustris natator	FE-3	N/A	Not found in Martin County
Sherman's short-tailed shrew Blarina [=carolinensis] shermani ST N/A Not found in Martin County Southeastern beach mouse Peromyscus polionotus niveiventris FT N/A No appropiate habitat on-site Sperm whale Physeter catodon [=macrocephalus] FE-1 N/A No approriate habitat found on-site St. Andrew beach mouse Peromyscus polionotus peninsularis FE N/A Not found in Martin County	Sanibel Island rice rat	Oryzomys palustris sanibeli	ST	N/A	Not found in Martin County
Southeastern beach mouse Peromyscus polionotus niveiventris FT N/A No appropiate habitat on-site Sperm whale Physeter catodon [=macrocephalus] FE-1 N/A No approriate habitat found on-site St. Andrew beach mouse Peromyscus polionotus peninsularis FE N/A Not found in Martin County	Sei whale	Balaenoptera borealis	FE-1	N/A	No approriate habitat found on-site
Sperm whale Physeter catodon [=macrocephalus] FE-1 N/A No approriate habitat found on-site St. Andrew beach mouse Peromyscus polionotus peninsularis FE N/A Not found in Martin County	Sherman's short-tailed shrew	Blarina [=carolinensis] shermani	ST	N/A	Not found in Martin County
St. Andrew beach mouse Peromyscus polionotus peninsularis FE N/A Not found in Martin County	Southeastern beach mouse	Peromyscus polionotus niveiventris	FT	N/A	No appropiate habitat on-site
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Sperm whale	Physeter catodon [=macrocephalus]	FE-1	N/A	No approriate habitat found on-site
West Indian manatee Trichechus manatus(Trichechus manatus latirostris) FE-1 N/A No approriate habitat found on-site	St. Andrew beach mouse	Peromyscus polionotus peninsularis	FE	N/A	Not found in Martin County
	West Indian manatee	Trichechus manatus(Trichechus manatus latirostris)	FE-1	N/A	No approriate habitat found on-site

INVERTEBRATES				
CORALS				
Common Name	Scientific Name	Status		
Boulder star coral	Orbicella franksi	FT	N/A	No appropriate habitat on-site
Elkhorn coral	Acropora palmata	FT	N/A	No appropriate habitat on-site
Lobed star coral	Orbicella annularis	FT	N/A	No appropriate habitat on-site
Mountainous star coral	Orbicella faveolata	FT	N/A	No appropriate habitat on-site
Pillar coral	Dendrogyra cylindricus	ST	N/A	No appropriate habitat on-site
Rough cactus coral	Mycetophyllia ferox	FT	N/A	No appropriate habitat on-site
Staghorn coral	Acropora cervicornis	FT	N/A	No appropriate habitat on-site
CRUSTACEANS				
Common Name	Scientific Name	Status		
Black Creek crayfish	Procambarus pictus	ST	N/A	Not found in Martin County
Panama City crayfish	Procambarus econfinae	SSC	N/A	Not found in Martin County
Santa Fe Cave crayfish	Procambarus erythrops	ST	N/A	Not found in Martin County
Squirrel Chimney Cave shrimp	Palaemonetes cummingi	FT	N/A	Not found in Martin County
INSECTS				
Common Name	Scientific Name	Status		
American burying beetle	Nicrophorus americanus	FE	N/A	Not found in Martin County
Bartram's scrub-hairstreak	Strymon acisbartrami	FE	N/A	Not found in Martin County
Cassius blue butterfly	Leptotes cassius theonus	FT(S/A)	N/A	Listed as similar to Miami blue butterfly
Ceraunus blue butterfly	Hemiargus ceraunus antibubastus	FT(S/A)	N/A	Listed as similar to Miami blue butterfly
Miami blue butterfly	Cyclargus thomasi bethunebakeri	FE	N/A	Not found in Martin County
Nickerbean blue butterfly	Cyclargus ammon	FT(S/A)	N/A	Listed as similar to Miami blue butterfly
Schaus' swallowtail butterfly	Heraclides aristodemus ponceanus	FE	N/A	Not found in Martin County
MOLLUSKS				
Common Name	Scientific Name	Status		
Chipola slabshell (mussel)	Elliptio chiplolaensis	FT	N/A	Not found in Martin County
Choctaw bean	Villosa choctawensis	FE	N/A	Not found in Martin County
Fat threeridge (mussel)	Amblema neislerii	FE	N/A	Not found in Martin County
Fuzzy pigtoe	Pleurobema strodeanum	FT	N/A	Not found in Martin County
Gulf moccasinshell (mussel)	Medionidus penicillatus	FE	N/A	Not found in Martin County
Narrow pigtoe	Fusconai escambia	FT	N/A	Not found in Martin County
Ochlockonee moccasinshell(mussel)	Medionidus simpsonianus	FE	N/A	Not found in Martin County
Oval pigtoe (mussel)	Pleurobema pyriforme	FE	N/A	Not found in Martin County

Durale heatelimber (museel)	Elliptoidous slootianus	FT	NI /A	Not found in Martin County
Purple bankclimber (mussel)	Elliptoideus sloatianus		N/A	Not found in Martin County
Round ebonyshell	Fusconaia rotulata	FE	N/A	Not found in Martin County
Shinyrayed pocketbook(mussel)	Lampsilis subangulata	FE	N/A	Not found in Martin County
Southern kidneyshell	Ptychobranchus jonesi	FE	N/A	Not found in Martin County
Southern sandshell	Hamiota australis	FT	N/A	Not found in Martin County
Stock Island tree snail	Orthalicus reses [not incl. nesodryas]	FT	N/A	Not found in Martin County
Tapered pigtoe	Fusconaia burki	FT	N/A	Not found in Martin County
KEY TO ABBREVIATIONS AND NOTATION	NS			
FWC = Florida Fish and Wildlife Conservation Cor	nmission			
FE = Federally Endangered				
FT = Federally Threatened				
SE = State Endangered				
ST = State Threatened				
SSC = Species of Special Concern				
FXN = Federal Experimental Non-Essential Popula	ation			
1 - A species for which FWC does not have consti	tutional authority			
2 - Not documented in Florida				
3 - Lower Keys population only				
* - Least Tern may appear during clearing activiti	es			

TABLE 2		Preserve at Park	Trace				
FEDERALLY ENDA	NGERED AND	THREATENED PLAN	NT SPECIES				
fdacs.gov, 2021 w	ebsite downlo	ad					
Plant Species	(FE) Federal Endangered (FT) Federal Threatened	Common Name	Recent Synonyms	Plant Family	Habitat	Distribution in Florida	NOTES
Amorpha crenulata Rydberg	FE	Miami lead plant	A. herbacea Walter var. crenulata (Rydb.) Isely	Leguminosae/Fabace ae (Legume Family)	pine rocklands, marl prairies	Miami-Dade County (endemic to FL)	Not found in Martin County
Asimina tetramera Small	FE	four-petal pawpaw	none	Annonaceae (Custardapple Family)	scrub	Martin and Palm Beach counties (endemic to FL)	No appropriate habitat on-site
Brickellia mosieri (Small) Shinners	FE	Brickell-bush	B. eupatorioides L. var. floridana (Long) Turner; Kuhnia eupatorioides L. var. gracilis Torrey & Gray	Compositae/ Asteraceae (Daisy Family)	pine rocklands, sandy soil over limestone	Miami-Dade County (endemic to FL)	Not found in Martin County
Campanula robinsiae Small (EF)	FE	Chinsegut bellflower	none	Campanulaceae (Bellflower Family)	edge of ponds, wet hammocks	Hernando and Hillsborough counties (endemic to FL)	Not found in Martin County
Pilosocereus robinii (Lem.) Byles and Rowley	FE	Keys tree cactus	P. polygonus (Lam.) Byles and Rowley	Cactaceae (Cactus Family)	rockland hammocks	Monroe (Keys only) County	Not found in Martin County
Chamaesyce deltoidea (Engelm. ex Chapm.) Small (FE, as Euphorbia)	FE	rockland spurge	Euphorbia deltoidea Engelm. ex Chapm.	Euphorbiaceae (Spurge Family)	pine rocklands	Miami-Dade and Monroe counties (endemic to FL)	Not found in Martin County
Chionanthus pygmaeus Small	FE	Pygmy fringe-tree	none	Oleaceae (Olive Family)	scrub	DeSoto, Highlands, Hillsborough, Lake, Manatee, Osceola, Polk, Sarasota and Seminole counties (endemic to FL)	Not found in Martin County

Chrysopsis floridana	FE	Florida golden-aster	none	Compositae/Asterace	sand pine scrub	Hardee, Hillsborough, Manatee and Pinellas	Not found in Martin County
Small	r.	Fiorida golden-astei	none	ae (Daisy Family)	sand pine scrub	counties (endemic to FL)	Not round in Martin County
Cladonia perforata Evans	FE	Florida perforate lichen	none	Cladoniaceae (Reindeer Lichen Family)	sandhills	Highlands, Manatee, Martin, Okaloosa, Palm Beach and Polk counties (endemic to FL)	No appropriate habitat on-site
Conradina brevifolia Shinners	FE		usually included in <i>C.</i> canescens Gray	Labiatae/Lamiaceae (Mint Family)	sand pine scrub	Hernando, Highlands and Polk counties (endemic to FL)	Not found in Martin County
Conradina etonia Kral & McCartney	FE	Etonia rosemary	none		clearings in sand pine scrub	Putnam County (endemic to FL)	Not found in Martin County
Conradina glabra Shinners	FE	Apalachicola rosemary	none	Labiatae/Lamiaceae (Mint Family)	sandhills	Liberty and Santa Rosa counties (endemic to FL)	Not found in Martin County
Crotalaria avonensis K.R. Delaney & Wunderlin	FE	Avon Park harebells	none	Leguminosae/Fabace ae (Legume Family)	white sand scrub	Highlands and Polk counties (endemic to FL)	Not found in Martin County
Cucurbita okeechobeensis (Small) Bailey	FE	Okeechobee gourd	none	Cucurbitaceae (Gourd Family)	wet hammocks, ditch banks	Glades, Lake, Palm Beach, Seminole and Volusia counties (endemic to FL)	Not found in Martin County
Deeringothamnus pulchellus Small	FE	white squirrel-banana	D. rugelii (B.L. Robinson) Small var. pulchellus (Small) D.B. Ward	Annonaceae (Custard- apple Family)	grassy flatwoods	Charlotte, Lee and Orange counties (endemic to FL)	Not found in Martin County
Deeringothamnus rugelii (B.L. Robinson) Small	FE	yellow squirrel- banana	Asimina rugelii	Annonaceae (Custard- apple Family)	wet pine flatwoods	Volusia County (endemic to FL)	Not found in Martin County
Dicerandra christmanii Huck & Judd	FE	Christman's mint	none	Labiatae/Lamiaceae (Mint Family)	oak scrub	Highlands County (endemic to FL)	Not found in Martin County

I	T	T	T	L		T	
Dicerandra cornutissima Huck	FE	Robin's mint	none	Labiatae/Lamiaceae (Mint Family)	sand pine scrub, oak scrub, sandhills	Marion and Sumter counties (endemic to FL)	Not found in Martin County
Dicerandra frutescens Shinners	FE	Lloyd's mint	none	Labiatae/Lamiaceae (Mint Family)	sand pine scrub	Highlands and Polk counties (endemic to FL)	Not found in Martin County
Dicerandra immaculata Lakela	FE	Olga's mint	none	Labiatae/Lamiaceae (Mint Family)	sand pine scrub	Indian River and St. Lucie counties (endemic to FL)	Not found in Martin County
Eryngium cuneifolium Small	FE	scrub eryngium	none	Umbelliferae/Apiace ae (Carrot Family)	sand pine scrub	Highlands County (endemic to FL)	Not found in Martin County
Eupatorium frustratum B.L. Robinson	FE	Cape Sable thoroughwort	listed in Federal Register as <i>Chromolaena frustrata</i> (B.L. Robinson) King and H. Robinson	Compositae/Asterace ae (Daisy Family)	coastal hammocks	Monroe County (endemic to FL)	Not found in Martin County
<i>Galactia smallii</i> H.F. Rogers ex Herndon	FE	Small's milkpea		Leguminosae/Fabace ae (Legume Family)	pine rocklands	Miami-Dade County (endemic to FL)	Not found in Martin County
Harperocallis flava McDaniel	FE	Harper's beauty		Tofieldiaceae (False Asphodel Family) or Liliaceae (Lily Family)	bogs, edges of swamps, roadsides	Franklin and Liberty counties (endemic to FL)	Not found in Martin County
<i>Harrisia eriophora</i> (Pfeiffer) Britton	FE	Indian River prickly- apple	Harrisia fragrans Small; listed in Federal Register as Cereus eriopohorus Pfeiffer var. fragrans (Small) Benson	Cactaceae (Cactus Family)	coastal hammocks, scrubby flatwoods	Brevard, Indian River, St, Lucie and Volusia counties	Not found in Martin County

<i>Harrisia gracilis</i> (Miller) Britton	FE	West Coast prickly- apple		Cactaceae (Cactus Family)	Shell middens, maritime hammocks	Brevard, Indian River, Lee, Manatee, Miami-Dade, Monroe and St. Lucie counties (endemic to FL)	Not found in Martin County
Hypericum cumulicola (Small) Adams	FE	Highlands scrub hypericum	none	Guttiferae/Clusiaceae (Garcinia Family)	sand pine scrub	Highlands and Polk counties (endemic to FL)	Not found in Martin County
Jacquemontia reclinata House	FE	beach clustervine	none	Convolvulaceae (Morning-glory Family)	beach dunes, strand openings	Broward, Martin, Miami- Dade and Palm Beach counties (endemic to FL)	No appropriate habitat on-site
Justicia cooleyi Monachino & Leonard	FE	Cooley's water-willow	none	Acanthaceae (Acanthus Family)	moist to seasonally wet rocky woods	Hernando, Lake and Sumter counties (endemic to FL)	Not found in Martin County
Liatris ohlingerae (Blake) B.L. Robinson	FE	scrub blazing-star		Compositae/Asterace ae (Daisy Family)	sand pine scrub	Highlands and Polk counties (endemic to FL)	Not found in Martin County
Lindera melissifolia (Walter) Blume	FE	pondberry	none	Lauraceae (Laurel Family	limestone sinks, moist, shallow depressions	Gadsden County	Not found in Martin County
Linum carteri Small	FE	Everglades flax	two varieties are recognized: var. carteri and var. smallii Rogers	Linaceae (Flax Family)	pine rocklands, roadsides	Collier, Hendry, Miami-Dade and Monroe counties (endemic to FL)	Not found in Martin County
Lupinus aridorum McFarlin ex Beckner	FE	McFarlin's lupine	aridarum (McEarlin av	Leguminosae/Fabace ae (Legume Family)	sand pine scrub	Orange, Osceola and Polk counties (endemic to FL)	Not found in Martin County

				Agavaceae (Agave		Hernando Highlands, Lake,	
Nolina brittoniana Nash	FE	Britton's bear-grass	none	Family) or Ruscaceae (Butcher's-broom Family)	dry pinewoods, sand pine scrub	Marion, Orange, Osceola, Pasco and Polk counties (endemic to FL)	Not found in Martin County
<i>Opuntia corallicola</i> (Small) Werdemann in Backeberg	FE	semaphore cactus	listed in Federal Register as Consolea corallicola Small; O. spinosissima (Martyn) P. Miller; Consolea corallicola Small	Cactaceae (Cactus Family)	rocky hammocks	Miami-Dade and Monroe (Keys only) counties	Not found in Martin County
<i>Polygala lewtonii</i> Small	FE	Lewton's polygala	none	Polygalaceae (Milkwort Family)	white sand scrub	Brevard, Highlands, Lake, Marion, Orange, Osceola and Polk counties (endemic to FL)	Not found in Martin County
<i>Polygala smallii</i> R.R. Sm. & Ward	FE	tiny polygala	none	Polygalaceae (Milkwort Family)	pine rocklands, rosemary scrub, sandhills	Broward, Martin, Miami- Dade, Palm Beach and St. Lucie counties (endemic to FL)	No appropriate habitat on-site
Polygonella basiramia (Small) Nesom & Bates	FE	Itutted wireweed	P. ciliata Meisner var. basiramea (Small) Horton	Polygonaceae (Buckwheat Family)	sand pine scrub, rosemary scrub	Highlands and Polk counties (endemic to FL)	Not found in Martin County
Polygonella myriophylla (Small) Horton	FE	sandlace	none	Polygonaceae (Buckwheat Family)	scrub	Highlands, Orange, Osceola and Polk counties (endemic to FL)	Not found in Martin County
Prunus geniculata Harper	FE	scrub plum	none	Rosaceae (Rose Family)	sand pine scrub	Highlands, Lake, Orange and Polk counties (endemic to FL)	Not found in Martin County
Rhododendron chapmanii Gray	FE	Chanman's	<i>R. minus</i> Michaux var. <i>chapmanii</i> (Gray) Duncan and Pullen	Ericaceae (Heath Family)	pine flatwoods, edges of swamps	Clay, Gadsden, Franklin, Gulf, Leon and Liberty counties (endemic to FL)	Not found in Martin County
Rhus michauxii Sargent	FE	Michaux's sumac	none	Anacardiaceae (Cashew Family)	sandy or rocky open woods	Alachua County (not recently seen)	Not found in Martin County

Schwalbea americana L.	FE	chaff-seed	none	Orobanchaceae (Broomrape Family) or Scrophulariaceae (Figwort Family)	savannas, pinelands	Brevard, Duval, Gadsden, Highlands, Levy, Manatee, Polk, Putnam and Volusia counties	Not found in Martin County
Silene polypetala (Walter) Fernald & Schubert	FE	fringed pink	S. catesbaei Walter	Caryophyllaceae (Pink Family)	rich bluffs	Gadsden and Jackson counties	Not found in Martin County
Spigelia gentianoides Chapman	FE	gentian pinkroot	none	Strychnaceae (Strychnine Family) or Loganiaceae (Logania Family)	oak-pine woods	Calhoun, Jackson and Washington counties	Not found in Martin County
Thalictrum cooleyi Ahles	FE	Cooley's meadow-rue	none	Ranunculaceae (Buttercup Family)	savannas, bogs	Walton County	Not found in Martin County
Torreya taxifolia Arnott	FE	Florida torreya	none	Taxaceae (Yew Family)	rich wooded slopes of ravines and bluffs	Gadsden, Jackson and Liberty counties	Not found in Martin County
Warea amplexifolia (Nuttall) Small	FE	clasping warea	none	Cruciferae/Brassicace ae (Mustard Family)	dry pinelands, sandhills	Lake, Orange, Osceola and Polk counties (endemic to FL)	Not found in Martin County
Warea carteri Small	FE	Carter's mustard	none	Cruciferae/Brassicace ae (Mustard Family)	pinelands, scrub, sandhills	Brevard, Glades, Highlands, Miami-Dade and Polk counties (endemic to FL)	Not found in Martin County
Ziziphus celata Judd & D.W. Hall	FE	scrub ziziphus	none	Rhamnaceae (Buckthorn Family)	sand pine scrub	Highlands and Polk counties (endemic to FL)	Not found in Martin County
Bonamia grandiflora (Gray) Haller f.	FT	Florida bonamia	none	Convolvulaceae (Morning-glory Family)	Sandy soil, scrub	Highlands, Hillsborough, Lake, Manatee, Marion, Orange, Polk and Sarasota counties (endemic to Florida)	Not found in Martin County
Chamaesyce garberi (Engelm. ex Chapm.) Small (FT, as Euphorbia)	FT	Garber's spiirge	Euphorbia garberi Engelm. es Chapm.	Euphorbiaceae (Spurge Family)	pine rocklands, coastal grassland	Miami-Dade and Monroe counties (endemic to FL)	Not found in Martin County

	1	1		T	I	I	
Clitoria fragrans Small	FT	pigeon wings	none	Leguminosae/Fabace ae (Legume Family)	sandhills, scrub, scrubby flatwoods	Highlands, Lake, Orange and Polk counties (endemic to FL)	Not found in Martin County
Eriogonum longifolium Nuttall var. gnaphalifoium Gandog	FT	scrub buckwheat		Polygonaceae (Buckwheat Family)	sandhills, scrub	Highlands, Lake, Marion, Orange, Osceola, Polk, Putnam, Seminole and Sumter counties (endemic to FL)	Not found in Martin County
Euphorbia telephioides Chapman	FT	Telephus spurge	none	Euphorbiaceae (Spurge Family)	wet flatwoods	Bay, Franklin and Gulf counties (endemic to FL)	Not found in Martin County
<i>Macbridea alba</i> Chapmann	FT	white birds-in-a-nest	none	Labiatae/Lamiaceae (Mint Family)	wet flatwoods, savannahs	Bay, Franklin, Gulf and Liberty counties (endemic to FL)	Not found in Martin County
Paronychia chartacea Fernald	FT	papery whitlow-wort	none	Caryophyllaceae (Pink Family)	scrub	Bay, Highlands, Lake, Orange, Osceola, Polk and Washington counties (endemic to FL)	Not found in Martin County
Pinguicula ionantha Godfrey	FT	Panhandle butterwort	none	Lentibulariaceae (Bladderwort Family)	flatwoods, bogs	Bay, Franklin, Gulf, Liberty and Wakulla counties (endemic to FL)	Not found in Martin County
Scutellaria floridana Chapman	FT	Florida skullcap	none	Labiatae/Lamiaceae (Mint Family)	wet flatwoods	Franklin, Gulf and Liberty counties (endemic to FL)	Not found in Martin County

Sideroxylon reclinatum Michx. subsp. austrofloridense (Whetstone)Kartesz & Gandhi	r	Florida bully	none	Sapotaceae (Sapote Family)	calcareous glades	Miami-Dade and Monroe counties	Not found in Martin County
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APPENDIX A

Figure 1 – Location Map

Figure 2 – USGS Quadrangle Map

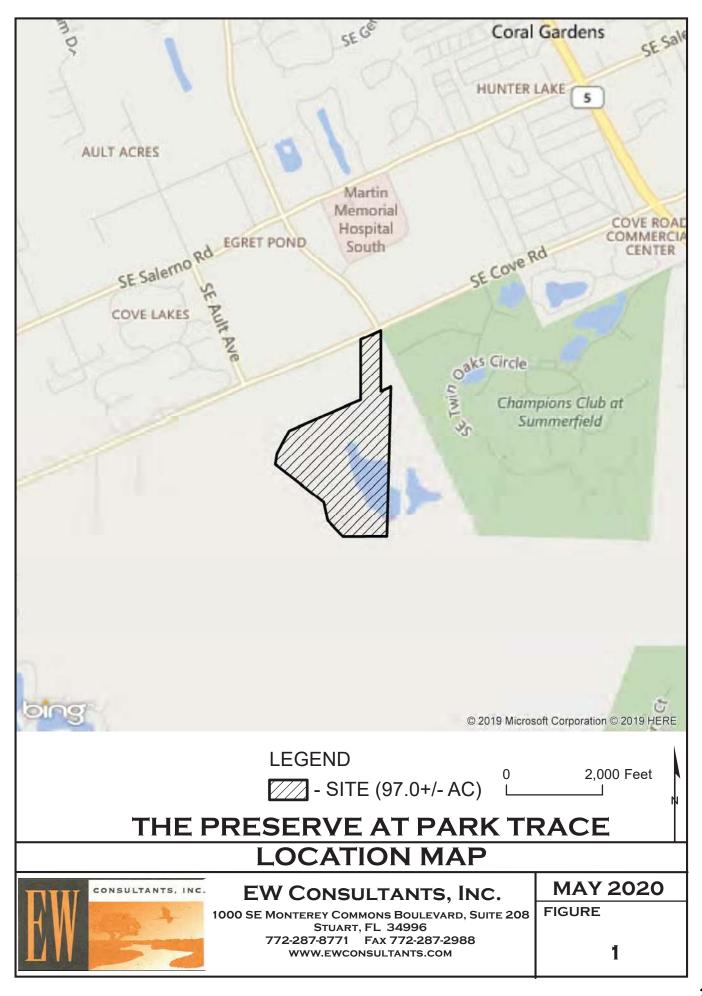
Figure 3 – 2020 Aerial Photograph

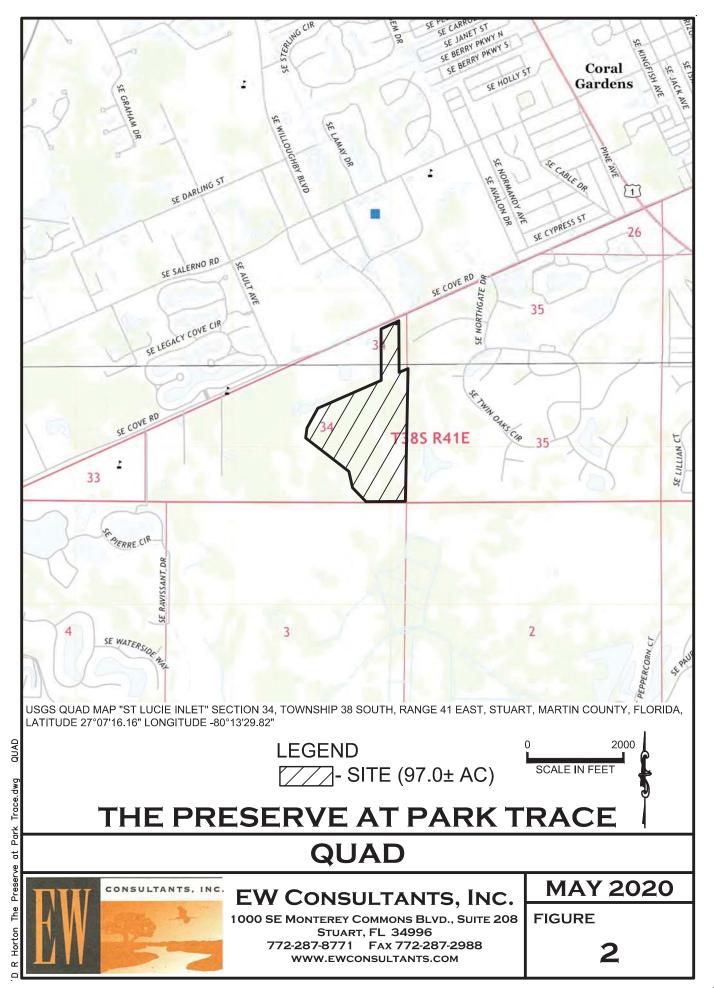
Figure 4 – FLUCCS/FNAI Land Cover Map

Figures 5 – FFWCC Wading Bird Colonies

Figure 6 – FFWCC Eagle Nest Locations

Figure 7 – Listed Species Observations









THE PRESERVE AT PARK TRACE

AERIAL



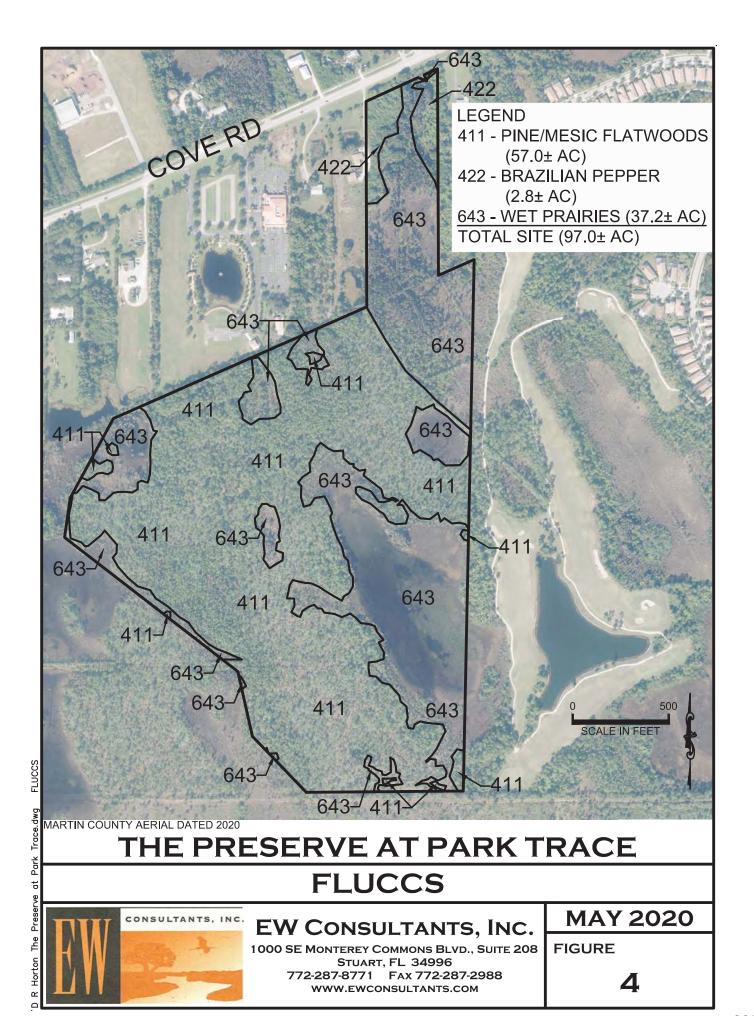
EW Consultants, Inc.

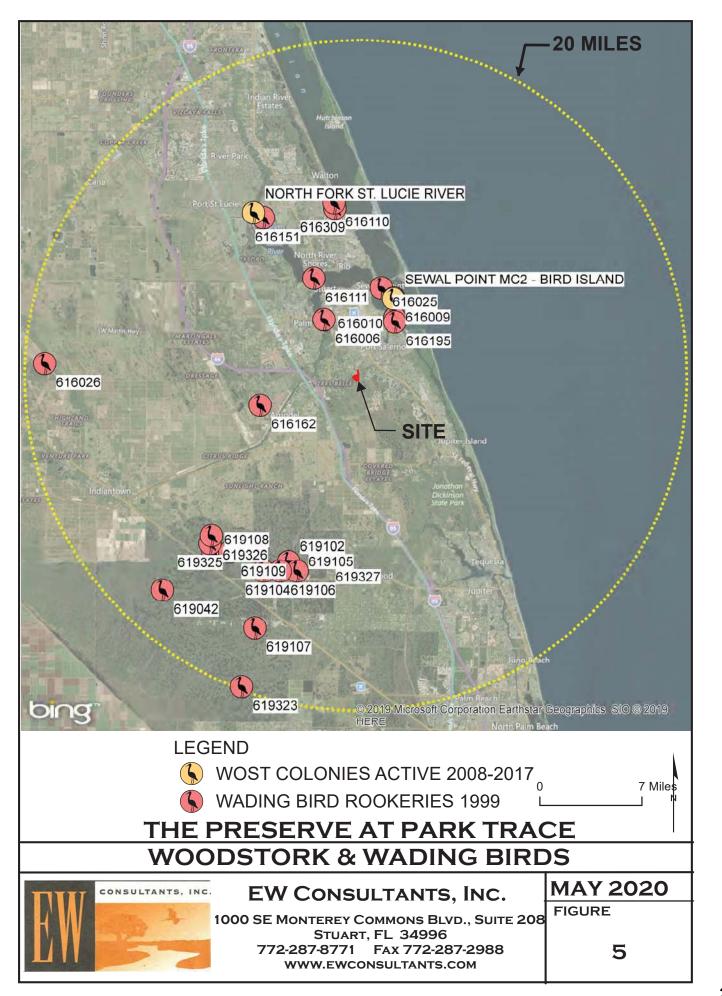
1000 SE MONTEREY COMMONS BLVD., SUITE 208 STUART, FL 34996 772-287-8771 FAX 772-287-2988 WWW.EWCONSULTANTS.COM

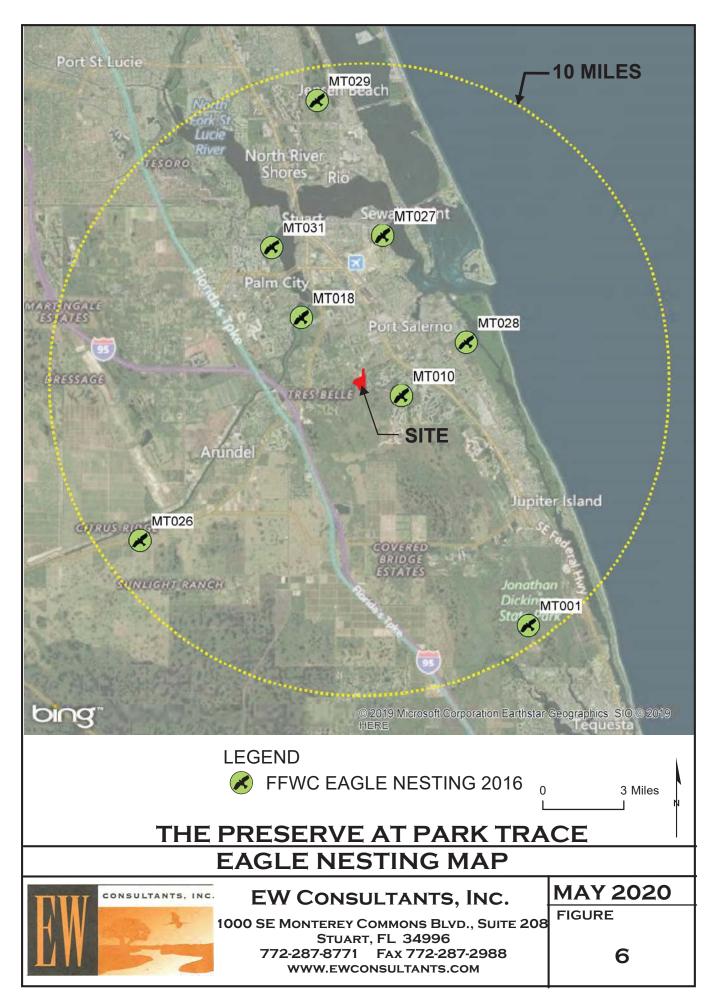
MAY 2020

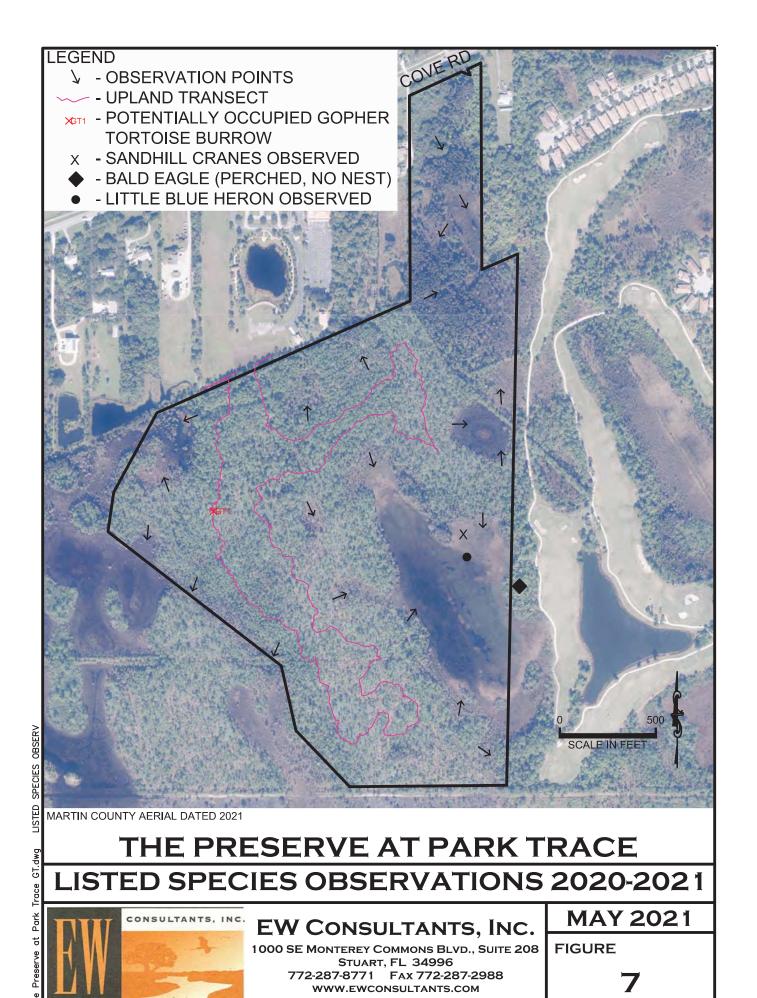
FIGURE

3









APPENDIX B

USDA/NRCS Soils Report



MAP LEGEND MAP INFORMATION The soil surveys that comprise your AOI were mapped at Area of Interest (AOI) Spoil Area 8 1:20,000. Area of Interest (AOI) Stony Spot â Soils Warning: Soil Map may not be valid at this scale. Very Stony Spot 00 Soil Map Unit Polygons Enlargement of maps beyond the scale of mapping can cause Ŷ Wet Spot Soil Map Unit Lines misunderstanding of the detail of mapping and accuracy of soil Other Δ line placement. The maps do not show the small areas of Soil Map Unit Points contrasting soils that could have been shown at a more detailed Special Line Features scale. **Special Point Features** Transportation (0) Please rely on the bar scale on each map sheet for map Rails Borrow Pit \boxtimes Interstate Highways Clay Spot Source of Map: Natural Resources Conservation Service Ж **IJS Routes** Web Soil Survey URL: \Diamond Closed Depression Coordinate System: Web Mercator (EPSG:3857) Major Roads Gravel Pit × Maps from the Web Soil Survey are based on the Web Mercator Local Roads projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Gravelly Spot 00 Background Landfill 0 Albers equal-area conic projection, should be used if more Aerial Photography accurate calculations of distance or area are required. ٨. Lava Flow This product is generated from the USDA-NRCS certified data as Marsh or swamp عليه of the version date(s) listed below. Mine or Quarry 氽 Soil Survey Area: Martin County, Florida Miscellaneous Water 0 Survey Area Data: Version 18, Sep 17, 2019 Perennial Water Soil map units are labeled (as space allows) for map scales 0 1:50,000 or larger. Rock Outcrop Date(s) aerial images were photographed: Mar 8, 2019—Mar + Saline Spot Sandy Spot The orthophoto or other base map on which the soil lines were Severely Eroded Spot compiled and digitized probably differs from the background = imagery displayed on these maps. As a result, some minor Sinkhole ٥ shifting of map unit boundaries may be evident. Slide or Slip b Sodic Spot

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Lawnwood and Myakka fine sands	54.1	55.8%
4	Waveland and Immokalee fine sands	14.6	15.1%
5	Waveland and Lawnwood fine sands, depressional	28.3	29.1%
Totals for Area of Interest		97.0	100.0%

EXHIBIT 1

SFWMD Wetland Determination



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

February 18, 2020

* Delivered via email

John Maiucci * 55 SE Osceola Street Stuart, FL 34994

Subject: Via Claudia

Application No. 191112-2285

Informal Wetland Determination No. 43-102922-P

Martin County

Dear Mr. Maiucci:

The District reviewed your request for an informal determination of the jurisdictional wetland and other surface water boundaries within the subject property, which is located as shown on the attached Exhibit 1. A joint site inspection was conducted on December 5, 2019.

Based on the information provided and the results of the site inspection, jurisdictional wetlands and other surface waters as defined in Chapter 62-340, Florida Administrative Code, exist on the property. Exhibit 2, attached, identifies the boundaries of the property inspected and the approximate landward limits of the wetlands and other surface waters.

This correspondence is an informal jurisdictional wetland determination pursuant to Section 373.421(6), Florida Statutes, and Section 7.3 of Environmental Resource Permit Applicant's Handbook Volume I. It does not bind the District, its agents or employees, nor does it convey any legal rights, expressed or implied. Persons obtaining this informal jurisdictional determination are not entitled to rely upon it for purposes of compliance with provision of law or District rules.

Sincerely,

Barbara Conmy Section Leader

c: Paul Ezzo *

Via Claudia Application No. 191112-2285 / Permit No. 43-102922-P Page 2

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website (http://my.sfwmd.gov/ePermitting) and searching under this application number 191112-2285.

Exhibit No. 1.0 Location Map

Exhibit No. 2.0 Wetland Boundary Map



Exhibit 1.0 Permit No. 43-102922-P 1 of 1



DATED 2019

LEGEND

///////-- WETLAND (36.77± AC)

THE LANDWARD EXTENT OF THE WETLAND AREAS DEPICTED ON THIS GRAPHIC WERE RECORDED USING A HAND-HELP GPS DEVICE. THIS GRAPHIC DOES NOT REPRESENT A SURVEY PREPARED BY A FLORIDA REGISTERED PROFESSIONAL SURVEYOR AND MAPPER.

DR HORTON - VIA CLAUDIA **VERIFIED WETLANDS**



EW Consultants, Inc.

1000 SE MONTEREY COMMONS BLVD., SUITE 208 STUART, FL 34996 772-287-8771 Fax 772-287-2988 WWW.EWCONSULTANTS.COM

FEB 2020

SCALE IN FEET

FIGURE

Claudia.dwg Ņ Horton

VERIFIED WETLAND

245



ATTENTION:

THREATENED EASTERN INDIGO SNAKES MAY BE PRESENT ON THIS SITE!!!

IF YOU SEE A <u>LIVE</u> EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and allow the eastern indigo snake sufficient time to move away from the site
 without interference.
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant's designated agent, **and** the appropriate U.S. Fish and Wildlife Service (USFWS) office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

- Cease clearing activities and immediately notify supervisor or the applicant's designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:

North Florida Field Office – (904) 731-3336 Panama City Field Office – (850) 769-0552 South Florida Field Office – (772) 562-3909

Killing, harming, or harassing indigo snakes is strictly prohibited and punishable under State and Federal Law.

DESCRIPTION:

The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

SIMILAR SNAKES:

The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

LIFE HISTORY:

The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and aboveground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTION:

The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. "Taking" of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. "Take" is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

IF YOU SEE A <u>LIVE</u> EASTERN INDIGO SNAKE ON THE SITE:

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LEGAL STATUS: The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. "Taking" of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. "Take" is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.



August 12, 2013

ATTENTION:

THREATENED EASTERN INDIGO SNAKES MAY BE PRESENT ON THIS SITE!!!



Please read the following information provided by the U.S. Fish and Wildlife Service to become familiar with standard protection measures for the eastern indigo snake.

EW Consultants, Inc.

Natural Resource Management, Wetland, and Environmental Permitting Services



THE PRESERVE AT PARK TRACE

LAKE AREA MANAGEMENT PLAN

Martin County, Florida May, 2020

The following Lake Area Management Plan is provided for the wet retention lakes and dry retention areas within The Preserve at Park Trace development site. It is to be used in conjunction with the master site plan and lake planting plans provided by the project's landscape architect and environmental consultant. This plan addresses standards set forth in the Martin County Excavation and Fill Ordinance.

Erosion Control and Water Management Provisions –

The operator shall use Best Management Practices to minimize erosion. The use of native top-soils is encouraged, especially in areas reclaimed for aquatic or wildlife habitats. Where topsoil is not used, the operator shall use a soil or growing medium, including amendments, suitable for the type of vegetative communities planned. Should washes or rills develop after re-vegetation and before final release of the area, the operator shall repair the eroded areas and stabilize the slopes.

Best Management Practices also apply to water quality within the lakes so as to protect the health of the plant material. Turbid water will be kept to a minimum so that sunlight may reach the littoral shelf floor promoting aquatic grass recruitment. The water levels within the lakes have been designed to a specific elevation. Such elevations will be staked along the littoral shelf in order to provide the plant installation contractor a reference from which to install the appropriate plant material. Should water levels within the completed lakes drop to elevations potentially harmful to the planted littoral plants, temporary irrigation will be established by using a small pump and spray-rig situated within the lake. Water from the lake will be sprayed onto the planted littoral and upland transition zones as needed in order to keep such plants healthy.

EW Consultants, Inc.

Natural Resource Management, Wetland, and Environmental Permitting Services

Installation of Native Plant Material –

The installation of the native plant material within the lakes' littoral and upland transition zones and dry retention areas will be in accordance with approved planting plans (to be submitted at a later date). Please note that all lakes will contain planted littoral zones, while only one which does not front an upland preserve area will contain a planted upland transition zone in accordance with the associated site plan.

Planting of such material will be conducted at the appropriate time after the lake banks and retention areas are sloped in accordance with the approved Construction Drawings. Plants are to be installed in accordance with the spacing and quantities detailed on the approved landscape plans and littoral/UTZ/dry retention planting plans (to be submitted at a later date). All plant material will be of appropriate type for the soils found on site. An Environmental Professional familiar with aquatic plant installation will oversee this activity.

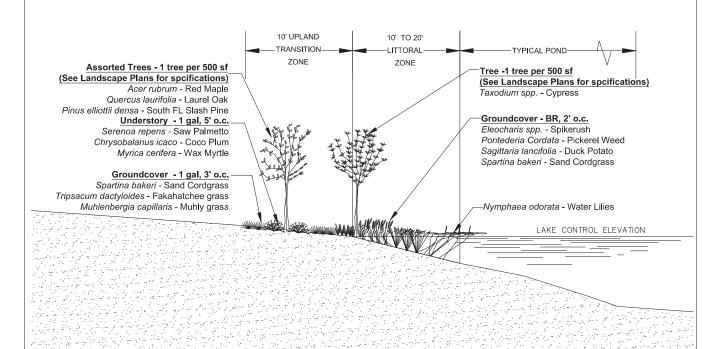
Maintenance of Littoral and Upland Transition Zone Areas -

The littoral and upland transition zone and dry retention planting areas as shown on the approved landscape plans and planting plans will be kept free of nuisance and exotic vegetation in perpetuity. All Category I and II nuisance and exotic vegetation as listed by the Florida Exotic Pest Plant Council (Rule 5B-57.007 FAC) will be treated within such areas. All treatment events will be through the application of the appropriate herbicide approved for use within aquatic environments. The criterion for acceptance of eradication for Category I and II exotic vegetation will be 100 percent treatment/kill and 95 percent treatment/kill for nuisance species. If initial efforts do not achieve this criterion, follow up treatments will be conducted.

Transport of vegetative debris from the lake and retention areas to the staging area will be conducted in a fashion that minimizes the distribution and dispersal of seeds from such debris. No exotic or nuisance woody vegetative material will be left in the littoral and upland transition zone areas or within any of the dry retention areas. All herbicide application activity will be conducted under the supervision of a Florida Department of Agriculture certified applicator, licensed for application of aquatic herbicides. All herbicide applied within aquatic systems on-site must be properly labeled for such use. All herbicide applied must include a visible tracer dye in the mix to facilitate observation of treated vegetation. Within the littoral zones, the areal extent of desirable native plants shall cover at least 80% of the surface area by the end of the second year of monitoring after installation.

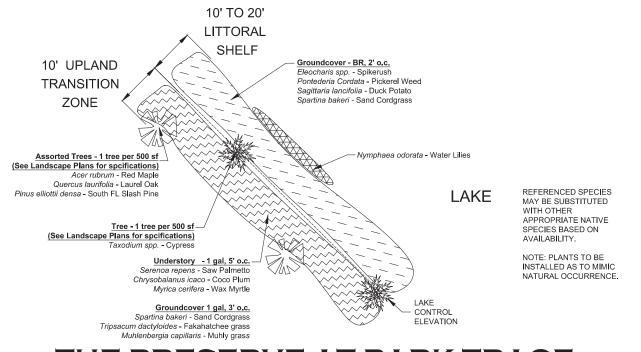
Re-Vegetation Provisions -

Re-vegetation of the lake littoral and upland transition zone areas will occur using aquatic plant species native to the region in accordance with the approved landscape and planting plans. The operator has developed a plan for the proposed re-vegetation, including the species to be planted, and the spacing of vegetation.



LITTORAL & UPLAND TRANSITION ZONE DETAIL

N.T.S.



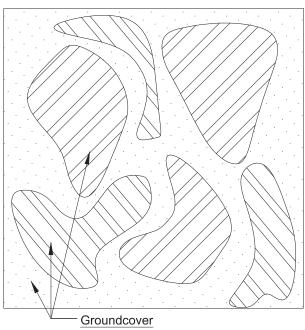
THE PRESERVE AT PARK TRACE LITTORAL & UTZ PLANTING



EW Consultants, Inc.

MAY 2020

1000 SE MONTEREY COMMONS BLVD., SUITE 208 STUART, FL 34996 772-287-8771 FAX 772-287-2988 WWW.EWCONSULTANTS.COM **FIGURE**



Spartina bakeri - Sand Cordgrass (4' o.c., gal.) Muhlenbergia capilaris - Muhly Grass (4' o.c., gal.) Fakahatchee Floridana spp. - Dwarf Fakahatchee (4' o.c., gal.)

THE PRESERVE AT PARK TRACE DRY RETENTION PLANTING



EW Consultants, Inc.

1000 SE MONTEREY COMMONS BLVD., SUITE 208 STUART, FL 34996 772-287-8771 Fax 772-287-2988 WWW.EWCONSULTANTS.COM

MAY 2020

FIGURE

Natural Resource Management, Wetland, and Environmental Permitting Services



THE PRESERVE AT PARK TRACE

DOCUMENTATION IN SUPPORT OF THE ENVIRONMENTAL WAIVER AND EXCEPTION APPLICATION

Prepared for: Via Claudia Investments LLC

Prepared by: EW Consultants, Inc.

June 2020

©2020

1.0 PROJECT DESCRIPTION -

1.1 Introduction and Project Description -

The Preserve at Park Trace project consists of three parcels of land totaling ±97 acres, located in unincorporated Martin County, Florida. It is south of and adjacent to Cove Road, south of its intersection with Willoughby Boulevard. The proposed project consists of a single-family development, associated roadways, amenities center, stormwater facilities, as well as extensive wetland and upland preserve areas.

The site can generally be described as containing wetland areas along its perimeter, with a large melaleuca-infested wetland located along Cove Road extending into the interior of the site identified as Wetland 9A. This portion of the site is the only access point connecting to an existing external roadway (Cove Road). Thus, access to the upland portion of the property (generally located in the central and southern portions of the site) is proposed through Wetland 9A (as well as through the much smaller 9B) as shown on the submitted site plan. Therefore, the Access to Uplands provision in Martin County's Land Development Regulations (Section 4.3.B.2., LDR), is being utilized as part of the associated Environmental Waiver application.

As part of the access to the upland portions of the site, fill impacts to the melaleuca-infested wetland along Cove Road and associated wetland buffers are proposed. Discussions regarding the areal extent of the impacts, the location, and alternatives to the proposed access roadway are detailed in subsequent sections of this report.

1.2 Environmental Conditions -

The project site consists of a mosaic of pine flatwoods (57 acres), prairie wetlands (37.2 acres), and upland exotic vegetation (2.8 acres). There are also pockets of exotic vegetation within the wetland areas. Specifically, exotic vegetation such as melaleuca and Brazilian pepper dominate the northern "chimney" of the site in the location of the proposed access road connecting to Cove Road. The remaining wetlands site are in good ecological condition, as are the pine flatwoods with only minor occurrences of the exotic vegetation.

There are 12 state-verified freshwater wetland areas on-site, with the two northern wetlands in the chimney (9A and 9B) the subject of this waiver application. The ecological value of these wetlands is significantly diminished by the presence, and in some areas the dominance, of the exotic melaleuca tree, as well as Brazilian pepper along their edges. All wetlands on the site have been flagged, surveyed and verified by the South Florida Water Management District within the past year. Such documentation is included in the Environmental Assessment (EA) provided in the Preserve Area Management Plan (PAMP).

Upland land covers on-site include common native pine flatwoods and exotic Brazilian pepperinfested areas. The presence of the state threatened gopher tortoise has been confirmed in the pine flatwoods portions of the site. The upland areas surrounding the subject wetlands (9A and 9B) are dominated by Brazilian pepper as well as other exotic species such as earleaf acacia and java plum. These areas, therefore, are the logical locations for the creation of additional wetland areas. In this way, impacts to native pine flatwoods for the creation of wetland areas can be avoided.

1.3 Proposed Wetland Impact -

In order to access the upland portions of the property from Cove Road, a single 50-foot wide roadway crossing through wetlands 9A and 9B is proposed as shown on Figure 1. This "Preferred Alternative" location was chosen based on its ultimate alignment with Willoughby Boulevard. This roadway will result in the filling of 1.0-acre of isolated, freshwater wetlands, with 9B (0.03 acres) being eliminated and 9A having 0.97-acres of impact. Using the Wetland Rapid Assessment Procedure (WRAP) functional assessment methodology, these direct (fill) impacts generate 0.41 debits of wetland mitigation (see Table 1 below). The WRAP functional assessment was selected for this impact analysis based on its anticipated future use with the permitting agencies (South Florida Water Management District and U.S. Army Corps of Engineers).

Initial entrance roadway designs included a 75-foot wide right-of-way at a 3:1 slope which included all associated construction impacts. This option was not selected as shown on the corresponding site plan.

Secondary wetland impacts have also been considered in order to determine the ultimate wetland mitigation needed on-site for compensation. A 25-foot swath adjacent to the both sides of the access roadway (50-feet total) has been assessed using the WRAP system to reflect potential impacts to wildlife usage. Other functional components, such as vegetation, hydrology and land use/water quality, will remain unimpacted. As such, 0.91 acres of wildlife foraging area adjacent to the driveway may be partially impacted resulting in 0.03 functional units lost (debits) in addition to the 0.41 from the direct impact to the wetland within the 50-foot roadway segment. Therefore, the direct and secondary impacts generate 0.44 total debits as shown on Table 1.

1.4 Proposed Wetland Buffer Impacts -

As part of the Preferred Alternative roadway alignment, 0.17-acres (7,500 square feet) of wetland buffer will be impacted ((50 feet in width x 50-foot buffers) x 3). This calculation is based on Martin County's minimum 50-foot wetland buffer requirement for isolated wetlands. As proposed, the Preferred Alternative alignment will partially impact the northern and southern buffers of W-9A, plus the southern buffer to 9B (there is no northern buffer since it is bounded by Cove Road to the north). The buffers associated on the northern end of W-9A and southern portion of 9B are dominated by exotic vegetation and do not consists of intact native upland habitat. The southern buffer of W-9A consists of native pine flatwood upland habitat. Additional pine flatwood habitat preserve is provided within throughout the development site in order to account for the loss in buffer acreage.

2.0 ROADWAY ALIGNMENT ALTERNATIVES -

Figure 1 shows the preferred alternative alignment and two (2) alternative alignments that were examined as part of the site planning process. Each alternative alignment is described below.

2.1 Preferred Alternative -

The Preferred Alternative, as shown on Figure 1, is located in the northeast portion of the project site. As designed, it would impact 0.03 acres of W-9B and 0.97 acres of W-9A using the 50-foot right-of-way design. This alternative aligns with Willoughby Boulevard off-site to the north which is preferred by traffic professionals.

2.2 <u>Alternative 1 – </u>

Alternative 1 is located in the northwestern portion of the project site, paralleling the western property line. This alignment was the initial design, as it avoided more wetland area than the Preferred Alternative. As designed, it would impact 0.66 acres of W-9A. While this alternative is the least damaging from an areal standpoint, it does not align with Willoughby Boulevard, and would likely cause visual and noise impacts to the adjacent properties to the west.

2.3 Alternative 2 –

Alternative 2 is located in the north-central portion of the project site, midway between the property lines. The alignment was not considered by the design professionals working on the project, but has been added as a second possible alternative to the selected alignment. As shown, Alternative 2 would impact 1.59 acres of W-9A. This alternative has more impact area than the Preferred Alternative, and does not align with Willoughby Boulevard.

3.0 PROPOSED MITIGATION FOR WETLAND AND BUFFER IMPACTS -

Two primary mitigation techniques will be used to offset the proposed wetland and wetland buffer impacts. The first is an increased amount of native upland preserve habitat throughout the project site. Martin County requires a minimum of 25% of the upland habitat be preserved onsite when common native upland habitat exists. The project site contains 57.0 acres of pine flatwoods, a common native upland habitat type per Martin County code. Therefore, 14.25 acres (minimum) is required to be preserved in-situ. The applicant proposes to preserve a total of 20.34 acres of upland area, 20.33 of which are native pine flatwoods representing an excess of 6.08 acres above the 14.25 acres required. The remaining 0.01 acres of wetland preserve is Brazilian pepper infested buffer on the northeast side of W-9A. This buffer will be restored to

pine flatwoods as shown on Figure 2. With the proposed impact to required wetland buffers to W-9A and 9B calculated to be 0.17-acres, there is sufficient additional native upland preserve provided in the form of 6.08 acres to offset these impacts.

The second portion of the proposed mitigation is the creation of 1.94-acres of wet prairie in the northern portions of the project site on either side of W-9A in areas currently dominated by Brazilian pepper. The 1.94-acres is 0.94-acres more than the proposed impact area, thus meeting Martin County's "no loss of the spatial extent of wetlands" criterion. Please refer to Figure 2 for the locations of the created wetland areas.

In evaluating if these wetland mitigation areas will be sufficient in function to offset the proposed impact, the Wetland Rapid Assessment Procedure (WRAP) was used to evaluate the ecological condition of W-9A and 9B along the Preferred Alternative roadway alignment. These impact areas were given scores (from 0.0 to 3.0) for five separate wetland functions. The total scores were then divided by fifteen (total number of points possible), and multiplied by the areal extent of each impact area to determine the number of wetland debits generated. The mitigation areas (in this case the created wet prairies shown on Figure 2) was then evaluated using WRAP based on projected wetland conditions after creation activities have been completed. Similarly, this score is multiplied by the areal extent of the created wetland areas which then generates a total credit figure.

In the case of this application, the impact areas for W-9A and 9B scored a 0.42 and 0.20 respectively, generating 0.41 debits (see Table 1). The secondary impacts added another 0.03 debits for a total of 0.44. The mitigation areas generate a score of 0.47, totaling 0.91 credits (0.47 x 1.94 acres), with "lift" coming from a higher vegetation score for densely installed native wetland groundcover, as well as a higher pre-treatment score due to the presence of the surface water management system in the post-development condition. Other categories, such as adjacent upland buffer and land use, were scored lower in the post-development condition appropriately. There was lift given for wetland hydrology since the creation area is currently upland and will be scraped-down to meet adjacent grades within W-9A. Therefore, the net credit for the on-site mitigation is estimated to be 0.47 which meets Martin County's "no net loss of wetland function" criterion.

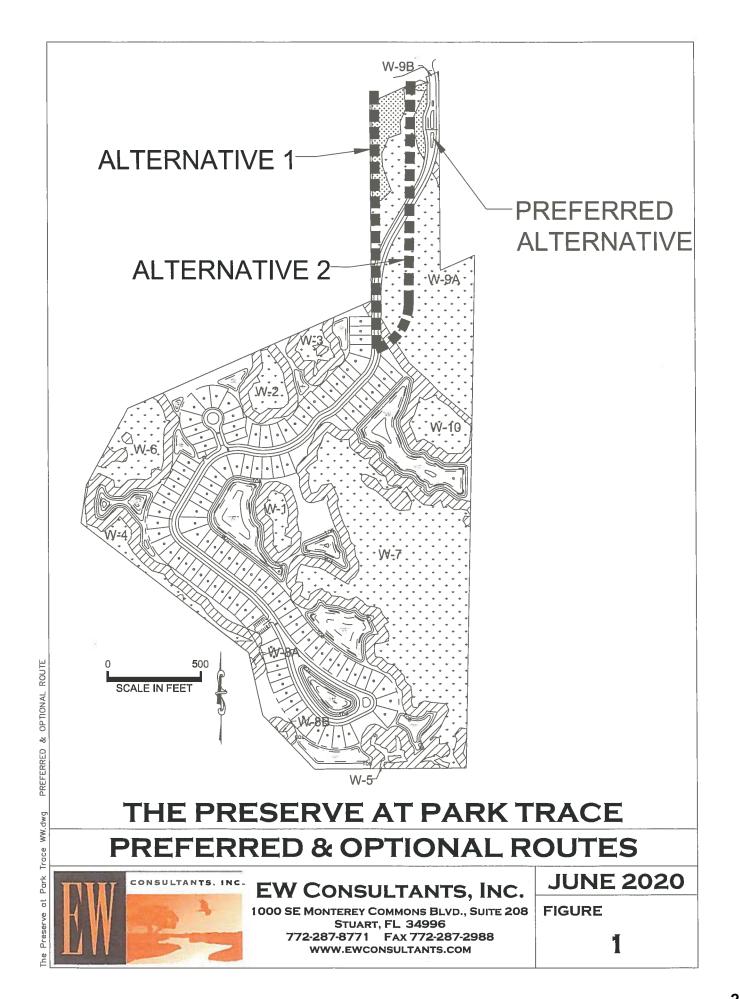
See Table 1 below for a summary of the wetland impacts and proposed mitigation.

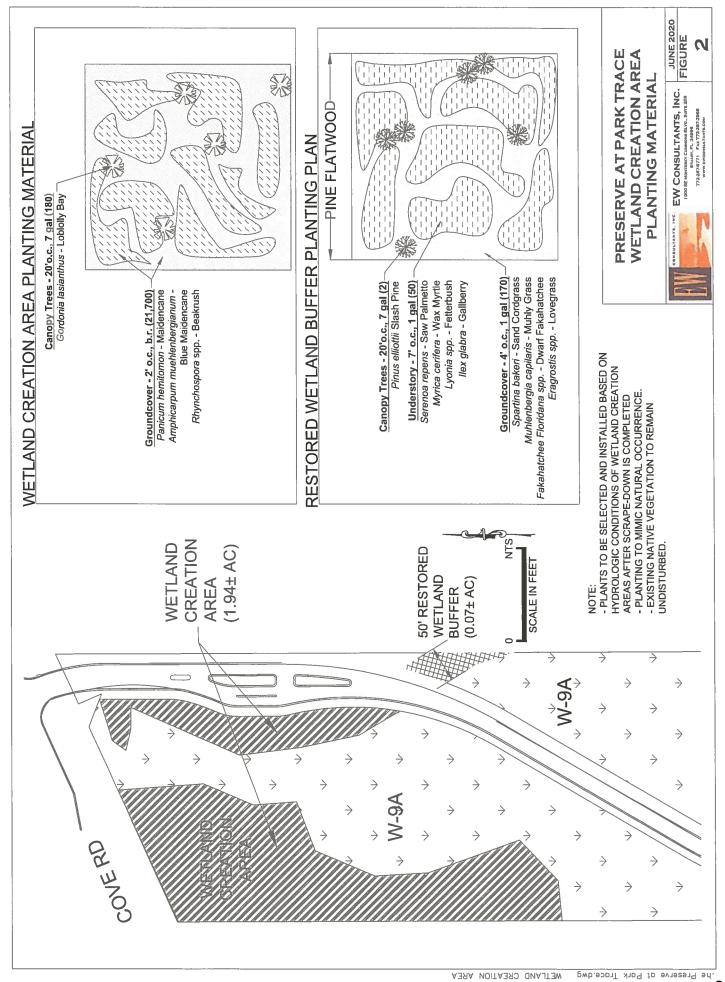
TABLE 1								
			THE PRESE	RVE AT PA	ARK TRACE			
		W	WETLAND MITIGATION SUMMARY					
DIRECT IMPACTS								
Wetland #	AC	Туре	Preserve	Impact	Imp Type	WRAP Pre	WRAP Post	Debits
9A	12.60	643	11.63	0.97	Direct (Fill)	0.42	0.00	0.407
9B	0.03	643	0.00	0.03	Direct (Fill)	0.20	0.00	0.006
TOTALS	12.63		11.63	1.00				0.413
ECONDARY IMPACTS								
Wetland #								
9A	0.91	643	0.00	0.91	Secondary	0.42	0.38	0.030
GRAND TOTAL								0.443
MITIGATION								
ID	AC	Target Type	Preserve	Impact	Imp Type	WRAP Pre	WRAP Post	Credits
W-9A Expansion	1.94	643				0.0 (up)	0.47	0.912
TOTALS	1.94							0.912
NET CREDITS								0.468

4.0 WETLAND CREATION AREA DESIGN -

As part of the mitigation for the wetland crossing impact, 1.94 acres of wet prairie wetland habitat will be created as shown on Figure 2. The areas selected for the wetland creation are upland, and contain extensive amounts of the exotic vegetation. It is anticipated that heavy equipment will be used to remove the exotic vegetation within these creation areas in anticipation of the scrape-down that will need to occur prior to wetland plant installation.

Following the exotic vegetation removal and scrape-down effort, native plant species typically found in wet prairie communities will be installed (see planting detail on Figure 2). Monitoring of the creation areas will be on an annual basis in order to ensure success. The project's PAMP contains additional details with regard to monitoring requirements and vegetative success criteria.





MARTIN COUNTY, FLORIDA

PRESERVE AREA MANAGEMENT PLAN

ANNUAL MONITORING REPORT FOR (Year)

•	Name and address of current owner of Preserve Area;
	Location of Preserve Area
	Date PAMP approved;
•	Documentation of vegetation changes, including encroachment of exotic vegetation;
•	Fixed-point panoramic photos of all Preserve Areas;
•	Synopsis of maintenance activities conducted in compliance with the PAMP requirements such as exotic vegetation removal, re-vegetation, and additional enhancement activities necessary to maintain the Preserve Area;
•	A timetable for action within 90 days of the report;
•	A list of all violations of the PAMP; and
•	Recommendations for remedial actions, with a proposed schedule for the coming year.
Signat	ture/Date :
Typed	l Name/Title :

Company Name (if applicable):

[blank space above reserved for recording information]

BEFORE THE BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 21-

REGARDING CHANGE IN ZONING CLASSIFICATION FROM RE-1/2A, RESIDENTIAL ESTATE DISTRICT TO PUD, PLANNED UNIT DEVELOPMENT DISTRICT FOR THE PRESERVE AT PARK TRACE PUD WITH A CERTIFICATE OF PUBLIC FACILITIES EXEMPTION

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

- 1. Via Claudia Investments, LLC. submitted an application for a change in zoning district classification from the current RE-1/2A, Residential Estate District to the PUD, Planned Unit Development District for the property described in Exhibit A, attached hereto.
- 2. The Local Planning Agency considered the application at a public hearing on September 16, 2021, and its recommendation has been provided to the Board.
 - 3. This Board has considered such recommendation.
- 4. Upon proper notice of hearing this Board held a public hearing on the application on September 28, 2021.
 - 5. At the public hearing, all interested parties were given an opportunity to be heard.
- 6. All conditions precedent to granting the change in zoning district classification have been met.

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

- A. The zoning district classification of the property described in Exhibit A is hereby changed from the RE-1/2A, Residential Estate District to the PUD, Planned Unit Development District pursuant to The Preserve at Park Trace Planned Unit Development Zoning Agreement.
- B. Pursuant to Section 5.32.B.3.f., Land Development Regulations, Martin County Code, this rezoning action is hereby determined to meet the requirements for a Certificate of Public Facilities Exemption.
- C. Pursuant to Section 14.1C.5.(2), Comprehensive Growth Management Plan, Martin County Code, regarding preliminary development approvals, the property described in Exhibit A is subject to a determination of level of service capacity at final site plan approval and no rights to obtain final development orders, nor any other rights to develop the subject property have been granted or implied by this Board.

D. This resolution shall be recorded in the public records of Martin County. A copy of this resolution shall be forwarded to the applicant(s) by the Growth Management Department subsequent to recording.

DULY PASSED AND ADOPTED THIS 28th DAY OF SEPTEMBER, 2021.

ATTEST:	BOARD OF COUNTY COMMISSIONERS, MARTIN COUNTY, FLORIDA
CAROLYN TIMMANN, CLERK OF THE CIRCUIT COURT AND COMPTROLLER	BY:STACEY HETHERINGTON, CHAIR
	APPROVED AS TO FORM AND LEGAL SUFFICIENCY
	BY KRISTA A. STOREY SENIOR ASSISTANT COUNTY ATTORNEY

Attachments: Exhibit A

Exhibit A Legal Description

DESCRIPTION:

THE FOLLOWING DESCRIPTION INCLUDES THREE PARCELS: PCN 343841001000002705, PCN 343841001000002803, AND PCN 343841000000000110;

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARTIN, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN LOTS 27 AND 28, WA-CO FIELD PLACE, AS RECORDED IN PLAT BOOK 5, PAGE 62, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, AND A PORTION OF GOVERNMENT LOTS 1 AND 2, SECTION 34, TOWNSHIP 38 SOUTH, RANGE 41 EAST, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 38 SOUTH, RANGE 41 EAST; THENCE A BEARING OF S.89°29'29"W. ALONG THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 817.02 FEET; THENCE N.43°50'49"W. DEPARTING THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 404.93 FEET; THENCE N.12°45'03"W., A DISTANCE OF 345.66 FEET; THENCE N.52°15'09"W., A DISTANCE OF 1140.59 FEET; THENCE N.08°05'51"E., A DISTANCE OF 207.58 FEET; THENCE N.28°32'06"E., A DISTANCE OF 470.92 FEET TO A POINT ON THE SOUTH LINE OF WA-CO FIELD PLACE, AS RECORDED IN PLAT BOOK 5, PAGE 62. PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; THENCE N.66°13'13"E. ALONG THE SOUTH LINE OF SAID WA-CO FIELD PLACE, A DISTANCE OF 1441.67 FEET TO THE SOUTHWEST CORNER OF LOT 27, AS SHOWN ON SAID PLAT OF WA-CO FIELD PLACE; THENCE N.00°13'04"W. ALONG THE WEST LINE OF SAID LOT 27, A DISTANCE OF 1070.48 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COVE ROAD, AS SHOWN ON SPECIFIC PURPOSE RIGHT-OF-WAY CONTROL SURVEY COVE ROAD, AS RECORDED IN MAP BOOK 1, PAGE 29, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE N.65°26'48"E. ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF COVE ROAD, A DISTANCE OF 297.85 FEET; THENCE S.69°10'17"E., A DISTANCE OF 49.17 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST AND A RADIUS OF 2231.83 FEET WITH A RADIAL BEARING OF S.66°20'47"W. AT SAID INTERSECTION; THENCE NORTHWESTERLY ALONG THE ARC SAID CURVE THROUGH A CENTRAL ANGLE OF 0°12'21", A DISTANCE OF 8.02 FEET TO A NON-TANGENT INTERSECTION AND THE POINT OF TANGENCY; THENCE N.23°49'02"W., A DISTANCE OF 26.98 FEET; THENCE N.65°26'47"E., A DISTANCE OF 32.35 FEET; THENCE N.65°04'55"E., A DISTANCE OF 43.98 FEET TO A POINT ON THE EAST LINE OF LOT 28, OF SAID PLAT OF WA-CO FIELD PLACE; THENCE S.00°15'51"E. ALONG SAID EASTERN LINE OF SAID LOT 28, A DISTANCE OF 1076.43 FEET TO SOUTHEAST CORNER OF SAID LOT 28 AND THE SOUTH LINE OF WA-CO-FIELD FILED PLACE; THENCE N.66°13'13"E. ALONG THE SOUTH LINE OF SAID PLAT OF WA-CO-FIELD PLACE, A DISTANCE OF 203.76 FEET TO A POINT ON THE EAST LINE OF SECTION 34, TOWNSHIP 38 SOUTH, RANGE 41 EAST; THENCE S.01°11'04"W. ALONG THE EAST LINE OF SAID SECTION 34, A DISTANCE OF 2767.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 4226924.81 SQUARE FEET OR 97.037 ACRES.



TRANSMITTAL

Date:	June 19, 2020		
To:	Pete Walden, Principal Planner		
From:	Morris Crady / U/C		
Subject:	The Preserve at Park Trace County Project Number: V038-002	Project No.	19-290

In response to the attached completeness letter dated June 12,2020, please find enclosed the application fee check in the amount of \$13,800.00, the original application package, an additional set of the 24x36 plans, and a CD with PDF copies of the application.

The items needing additional attention have been addressed as follows:

Item #1: SURVEY

RESPONSE: The propose project is bordered primarily by existing wetlands over which development is not proposed and there will be no disturbances. Current survey limits extends 40-80' around the property boundary. These limits are in addition to the existing perimeter wetlands and their 50' upland buffers around most of the project area which is primarily concentrated to the interior of the property. These limits of survey have been reviewed by the team design consultants and has been deemed suitable for design of all facets of the project including grading, drainage, utilities, access, and environmental. South Florida Water Management District (SFWMD) permits have been review along with Martin County DEM Lidar data to determine drainage basin limits for off-site contributing areas from the north, east, and west. The southern limits of the project drain south into the Atlantic Ridge Preserve and will not be affected by this project. The proposed project has been designed to accept and/or bypass the corresponding off-site flows. The project does not depend or propose impact to any off-site area that is outside of the current limits of survey which includes the Cove Road right-of-way.

Item #2: STORMWATER REPORT OR CALCULATIONS

RESPONSE: See original signed/sealed stormwater report enclosed.

Item #3: ENVIRONMENTAL WAIVER

RESPONSE: See \$440.00 application fee and environmental waiver application enclosed.



MARTIN COUNTY

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

DOUG SMITH
STACEY HETHERINGTON
HAROLD E. JENKINS II
SARAH HEARD
EDWARD V. CIAMPI

Commissioner, District 1 Commissioner, District 2 Commissioner, District 3 Commissioner, District 4 Commissioner, District 5 TARYN KRYZDA, CPM County Administrator SARAH W. WOODS County Attorney

TELEPHONE (772) 288-5400
WEBSITE www.martin.fl.us

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June 12, 2020

Mr. Morris Crady Lucido & Associates 701 SE Ocean Blvd. Stuart, FL 34994 Application No: DEV2020060003

Project Number: V038-002

RE: Completeness Review

THE PRESERVE AT PARK TRACE (FKA VIA CLAUDIA) PUD ZONING MASTER & FINAL SITE

PLAN

Dear Mr. Crady:

The above referenced application has been determined to be complete for review by the County. Pete Walden, Principal Planner, will be the County's project coordinator for this request. As such, please direct all future questions and correspondence to his attention.

Although the review was determined complete, the following items need additional attention:

Item #1: SURVEY: A topographic survey of the project site that extends a minimum of 200 feet outside the proposed limits of construction (or until a discernible drainage basin boundary is reached). The topography must be collected at an interval adequate to generate one-foot contours. The date of the field survey must be within 180 days of the date of this application; the survey must be signed and sealed by a licensed Florida professional surveyor and mapper.

Comments: Please extend the topographic survey beyond the property lines and label the survey as "Boundary and Topographic Survey".

Item #2: STORMWATER REPORT OR CALCULATIONS: A stormwater management report that is signed and sealed in accordance with the Florida Administrative Code (F.A.C.) 61G15-23.002 by a licensed Florida professional engineer. The report cover sheet and index sheet shall be signed and sealed; the report must clearly demonstrate compliance with Article 4, Division 9, Section 4.383, Martin County Land Development Regulations and its referenced Stormwater Management and Flood Protection Standards for Design and Review.

Crady June 12, 2020 Page 2 of 2

Comments: Provide the original signed & sealed stormwater management report.

Item #3: ENVIRONMENTAL WAIVER: Environmental waiver, when appropriate. (Separate fee required, see fee schedule)

Comments: Please provide the environmental waiver application with the fee of \$440.00 for the access through the wetlands.

You may review the application on-line at https://aca3.accela.com/martinco. Select Search Development Review and enter the Record Number above.

At this time, please submit the full application with a bookmarked disc and an extra set of plans, along with an application fee in the amount of \$13,800.00 (check payable to Martin County Board of County Commissioners) to the Growth Management Department, Development Review Division. Each set must duplicate the application submitted for completeness review. Each set must contain original signed and sealed documents. The review of the application will commence the date after the project coordinator distributes the copies to the various agencies and individuals who participate in the review process for this application. At the end of the review period, you will be provided with a completed staff report for this application.

In the meantime, it is required that a sign be erected on the subject property. The project number **V038-002** must be included on the sign(s). Prior to preparing your sign, please read Section 10.6, Land Development Regulations, Martin County, Fla., which contains the required information that must be on the sign. Please provide documentation (i.e., photograph and certification to the project coordinator) that the property has been posted in accordance to the notification requirements.

Sincerely,

Paul Schilling

Growth Management Director

PS:PW:kk

cc: Via Claudia Investments, LLC, 55 SE Osceola Street, Ste. 200, Stuart, FL 34994



June 1, 2020

HAND DELIVERY

Paul Schilling, Director Martin County Growth Management Department 2401 SE Monterey Road Stuart, FL 34996

Re:

The Preserve at Park Trace (fka Via Claudia) – Application for Rezoning from RE-1/2A to PUD and Master/Final Site Plan Approval with Public Facilities Reservation (Our ref. #19-290)

Dear Paul:

On behalf of the property owner, Via Claudia Investments, LLC and the contract purchaser, DR Horton, we are pleased to submit this application for a PUD Agreement and master/final site plan approval.

As more particularly described in the enclosed project narrative, the +/- 100-acre subject property is located within the Primary Urban Service District, south of Cove Road between the Summerfield Golf Club PUD and the recently approved Cove Royale PUD. It is designated for Estate Density future land use (up to 2 units per acre) and currently zoned RE-1/2A. The property has approximately 400 feet of frontage on Cove Road directly across from the intersection of Willoughby Boulevard.

The proposed project consists of 114 single family lots clustered around preserve areas, lakes and dry retention areas that will be enhanced and maintained with native landscaping. The proposed density of 1.14 units per acres represents approximately 57% of the maximum allowable density and is consistent with the Estate Density future land use and the densities approved within the adjoining Summerfield PUD and Cove Royale PUD.

With this understanding, please find enclosed the sufficiency review fee check in the amount of \$290.00, the CD with PDF copies of the application materials, and the original application package containing the following materials:

- The completed application form;
- Affidavit for digital submittal;
- Project narrative;
- Owner's notarized power of attorney for representation by Lucido & Associates;
- Disclosure of Interest Affidavit;
- The recorded deed reflecting Via Claudia Investments, LLC as the owner;
- No property transfer statement;
- The legal description;
- PUD Zoning Agreement;
- PUD Statement of Benefits;
- Aerial map;
- Location/parcel assessment map;
- Future land use map;
- Zoning map;

- Signed & sealed Engineer's Opinion of Probable Excavation, Fill & Hauling;
- Signed & sealed Stormwater Report;
- Signed & sealed Stormwater Maintenance Plan;
- Signed & sealed Traffic Impact Analysis;
- Wildfire score sheet;
- School impact worksheet including exhibits;
- Preserve Area Management Plan (PAMP) including environmental assessment and environmental waiver;
- Utility service letters;
- Water/wastewater service agreement information form;
- The proposed water sources;
- Utilities-related calculations (i.e. lift station);
- Signed & sealed boundary, topo and wetland survey, and electronic copy of same;
- The proposed master/final site plan, and electronic copy of same;
- The proposed landscape plans including protected tree survey;
- Land clearing page; and
- Signed & sealed construction plans.

Exceptions to Standard Application Checklist:

Evacuation plan - Not applicable. The property is not located in a hurricane surge area.

Landscape alternative compliance – Not proposed or required.

CRA alternative compliance - Not located within a CRA.

Utility certification – Not applicable. Martin County is water/wastewater utility provider.

Groundwater model – Not applicable. Potable water and irrigation water on lots to be provided by Martin County Utilities. Irrigation water for common areas to be provided by permitted well less than 3 MGM (or 100,000 GPD).

Phasing Plan – The project will be constructed in one phase.

Architectural drawings and floor plans – Not required for single family residential projects.

Lighting plan – Not required for single family residential projects.

List of surrounding property owners – To be provided prior to the public hearing.

Upon your determination of completeness, we will install the notice sign and submit the required application fee of \$13,800.00 along with the additional sets of 24x36 plans to begin the development review process.

If you have any questions or comments, please do not hesitate to contact me or Shirley Lyders.

Sincerely,

Morris A. Crady, AJCP

Senior Vice President

Encl.

Copy to: Client and Team Members (w/o encl.)



Martin County, Florida **Growth Management Department** DEVELOPMENT REVIEW DIVISION 2401 SE Monterey Road, Stuart, FL 34996 772-288-5495 www.martin.fl.us

DEVELOPMENT REVIEW APPLICATION

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Email: maiucci@aol.com

C. PROJECT PROFESSIONALS

Applicant (Name or Company): D.R. Horton, In	ic.	
- D 10:		
Address: 6123 Lyons Road		
City: Coconut Creek	, State: FL	Zip: 33073
Phone: 954-949-3000	•	@drhorton.com
Agent (Name or Company): Lucido & Associate	es	
Company Representative: Morris A. Crady		
Address: 701 SE Ocean Boulevard		
City: Stuart		7in: 34994
Phone: 772-220-2100	Fmail mcrady@	②lucidodesign.com
	Dillair	
Contract Purchaser (Name or Company): Same	e as applicant	
Company Representative:		
Address:		
City:		Zip:
Phone:		
Land Planner (Name or Company): Same as ag		
Company Representative:		
Address:		
City:	, State:	Zip:
Phone:		
	=	
Landscape Architect (Name or Company): Sam	ne as agent	
Company Representative:		
Address:		
City:		
Phone:	Email:	
Surveyor (Nome on Commun.). GeoPoint Survey		
Surveyor (Name or Company): GeoPoint Survey	ying, mc.	-
Company Representative: Joe Rager Address: 4152 W. Blue Heron Blvd., Suite 105		
	C. FI	22404
City: Riviera Beach	, State: FL	Zip: <u>33404</u>
Phone: 561-444-2720	Email: Joer@g	eopointsurvey.com
Civil Engineer (Name or Company): EDC		
Company Representative: David Baggett		
Address: 10250 SW Village Parkway, Suite 201		
City: Port St. Lucie	, State: FL	Zip: 34987
Phone: 772-462-2455		Zip: <u></u>
I HOHE. 112 TOE 2 TOS	Email: davido	iggentactur-inc.com

PROJECT PROFESSIONALS CONTINUED

Traffic Engineer (Name or Company	: Susan O'Rourke, PE, Inc.			
Company Representative: Susan O'Rou	rke			
Address: 969 SE Federal Highway, Sui	te 402			
City: Stuart	, State: FL	Zip: 34994		
DI 777 701 7010	Email: seorour	ke@comcast.net		
Architect (Name or Company):				
Company Representative:				
Address:				
City:	, State:	Zip:		
Phone:				
Attorney (Name or Company):				
Company Representative:				
Address:				
City:	, State:	Zip:		
Phone:				
Environmental Planner (Name or Co	mpany): EW Consultants			
Company Representative: Paul Ezzo				
Address: 1000 SE Monterey Commons				
City: Stuart	, State: FL	Zip: 34996		
Phone: 772-287-8771	Email: pezzo@	ewconsultants.com		
Other Professional (Name or Compan	ny):			
Company Representative:				
Address:				
City:	, State:	Zip:		
Phone:				

D. Certification by Professionals

Section 10.2.D.7., Article 10, Development Review Procedures, Land Development Regulations (LDR), Martin County Code (MCC) provides the following:

When reviewing an application for a development permit that is certified by a professional listed in s. 403.0877. F.S., the County shall not request additional information from the application more than three times, unless the applicant waives the limitation in writing. If the applicant believes the request for additional information is not authorized by ordinance, rules, statute, or other legal authority, the County, at the applicant's request, shall proceed to process the application for approval or denial. (125.022(1), Fla. Stat.)

This box must be check if the applicant waives the limitations.

E. APPLICANT or AGENT CERTIFICATION

I have read this application, and to the extent that I participated in the application, I have answered each item fully and accurately.

Applicant Signature

5-78-7070 Date

Morris A. Crady
Printed Name

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA	COUNTY OF: MARTIN
I hereby certify that the foregoing instrum	ent was acknowledged before me this 28th day
of May ,20 20	_, by Monis a. Crady.
He or She X is personally known to me or	r has produced as
identification.	
Shuley Lyders Notary Public Signature	Shirley Lydeas Printed name
STATE OF: FLORIDA	SHIRLEY LYDERS Commission # GG 935991 Expires March 31, 2024 Bonded Thru Troy Fain Insurance 800-385-7019



Martin County County Florida Growth Management Department DEVELOPMENT REVIEW DIVISION

2401 SE Monterey Road, Stuart, FL 34996

772-288-5495

www.martin.fl.us

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Digital Submittal Affidavit

I, Morris A. Crady , attest that the electronic version included for the
I, Morris A. Crady , attest that the electronic version included for the project The Preserve at Park Trace PUD is an exact copy of the
documents that were submitted for sufficiency, excluding any requested modifications made by
the sufficiency review team. All requested modifications, if any, have been completed and are
included with the packet.
Applicant Signature 5 - 28 - 2020 Date
NOTARY ACKNOWLEDGMENT
STATE OF: <u>FLORIDA</u> COUNTY OF: <u>MARTIN</u>
I hereby certify that the foregoing instrument was acknowledged before me this 28th day
of May , 20 20 , by Morris A. Crady.
He or She is personally known to me or has produced as
identification.
Shirley Syders Notary Public Signature Shirley Lyders Printed name
STATE OF: FLORIDA at-large SHIRLEY LYDERS Commission # GG 935991 Expires March 31, 2024 Bonded Thru Troy Fein Insurance 800-385-7019



PROJECT NARRATIVE

The Preserve at Park Trace (fka Via Claudia) PUD Master and Final Site Plan Application May 30, 2020

The +/- 100-acre subject property is located within the Primary Urban Service District, south of Cove Road between Summerfield Golf Club PUD and the recently approved Cove Royale PUD. It is designated for Estate Density future land use (up to 2 units per acre) and currently zoned RE-1/2A. The property has approximately 400 feet of frontage on Cove Road directly across from the intersection of Willoughby Boulevard.

The property to the west consists of the Cove Royale PUD, which consists of a 119-unit single family residential community that was recently approved under the same land use and zoning as the subject property. The property to the east consists of the Summerfield PUD, which includes a public golf course and surrounding single family residential communities clustered around the golf course and preserve areas. The property to the south consists of the Atlantic Ridge Preserve State Park, and the properties to the north include a catholic church on approximately 20 acres, and single family residences on approximately 5-acre parcels with direct access to Cove Road.

The proposed project site is undeveloped and contains approximately 36 acres of wetlands that will be protected with a minimum 50' buffer in accordance with Martin County's wetland protection requirements. The balance of the site consists of relatively undisturbed pine flatwoods. A minimum of 25% of the pine flatwoods habitat will be set aside as preserve areas including buffers along the south property line, which border the Atlantic Ridge State Park. Additional upland preserves and expanded wetland buffers have been provided as a public benefit.

The proposed project consists of 114 single family home sites clustered around preserve areas, lakes and stormwater treatment areas (dry retention areas landscaped with native plants to blend in with the adjacent preserve areas). The proposed density of 1.14 units per acres represents approximately 57% of the maximum allowable density and is consistent with the densities allowed within the adjoining Summerfield and Cove Royale PUDs.

Primary access to the property is provided by way of intersection improvements to Cove Road and Willoughby Boulevard. Because there is no upland alternative, access into the usable area of the site will require a wetland waiver for access as described in the PAMP. The proposed alignment has been shown in the least damaging location and additional wetlands have been created as mitigation in strict accordance with Martin County's wetland protection requirements. The created wetland areas is proposed in an area of uplands near Cove Road that is heavily impacted by exotic plants, namely Brazilian pepper.

The Cove Road improvements will include the extension of the public sidewalk on the south side of the right-of-way, approximately 3,000 feet west, to connect to the sidewalk to be constructed by the Cove Royale PUD, which together will provide safe pedestrian access to the existing schools and other facilities located on the south side of Cove Road.

The project has a provision in the PUD to accept Irrigation Quality (IQ) water from Martin County, if available. Irrigation water will otherwise be provided by way of surface water withdrawals permitted by the South Florida Water Management District.

Potable water and wastewater treatment services will be provided by Martin County Utilities.

Via Claudia Investments, LLC 55 SE Osceola Street, Suite 200 Stuart, Florida 34994

February 6, 2020

Nicki van Vonno, Director Martin County Growth Management Department 2401 S.E. Monterey Road Stuart, FL 34996

Re:

PCN #s: 34-38-41-000-000-00011-0

34-38-41-001-000-00270-5 34-38-41-001-000-00280-3

Dear Ms. van Vonno:

As owner of the property referenced above, please consider this correspondence formal authorization for Lucido & Associates to represent **Via Claudia Investments**, **LLC** during the governmental review process of the development application.

Sincerely,

VIA CLAUDIA INVESTMENTS, LLC, a Florida limited liability company

By: John E. Maiucci, Managing Member

STATE OF TONICO
COUNTY OF Martin

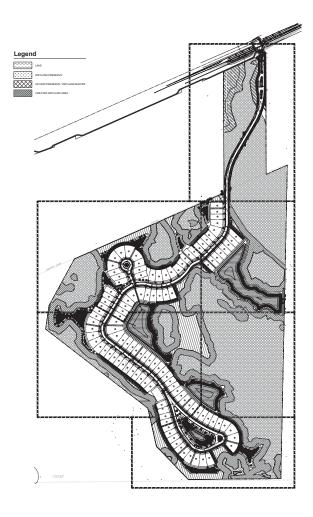
The foregoing was acknowledged before me this ______ day of _______, 2020, by _____ John E. Maiucci , _____ Managing Member ____ of ____ VIA CLAUDIA INVESTMENTS, LLC, a ______ Florida limited liability company _____ . He [U is personally known to me or [] has produced _____ as identification.

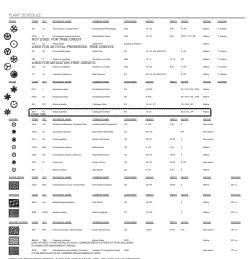
My Commission Expires:

__ as identification.

(Notarial Seal)

Notary Public State of Florida
Karrie Bayles
My Commission FF 975247
Expires 05/06/2020





Required Xeri		_				
	s areas are made up of drough			10 points		
	ired shrubs are made up of dr	-		10 points		
51% or more of the required trees are made up of drought-tolerant species				10 points		
Utilization of moisture se	naing controller other than a ra	in-sensor	override device	5 points		
Utilization of mulch other	than cypress mulch			5 points		
Utilization of compacted	mulch with a 3" min. depth in	all planted	areas	10 points		
except ground cover.			_	7 Total Point		
Site Data						
otal Site Area:	97,04 so					
Preserve Area:		62.80 scres (64.7%) 34.24 scres (35.3%)				
Developed Area:	34.24.80	ea (10-	276.)			
Julium Land User	Estate Density (up to	Zumat				
Existing Zoning	RE-1/2A					
Proposed Zoning	PUD					
Existing Use:	Vacant					
Proposed Use:	Single Family Homes					
Total Units	114					
Gross Density:	1.2 units per acre					
mpervious Area:	2.525.172	sf	57.97 ac	(59.74%)		
Vehicular Use	155.500		3.57 ac			
Lot Area (60%)	454,766		10.44 ac			
Sidewalks:	36,155	sf	0.83 ac			
Lift Station Pad & Drive	way 871	sf	0.02 ac			
Lakes (at Control Elevation	213,444		4.90 ac			
Common Area:	3,04		0.07 ac			
Wetland Preserve:	1,576,87		36.20 ac			
Wetlands Created:	84,50	af a	1.94 ac			
Pervious Area:	1,701,89		39.07 ac	(40.26%)		

LANDSCAPE DATA:	
Common "Developed" Area:	733,550 sf; 16.84 ac
(Lot Area Not Included)	
Trees Required:	262 trees

ncludes: 28 Preserved Tirec credits)
*TOTAL IRRIGATED AREA: 9.5 AC
*EACH LOT TO PROVIDE 1 TREE PER 3000 SF OF LOT
AREA AT TIME OF BUILDING PERMIT ISSUANCE

Ð	CDO NOT	IISED	FOR TREE CREDIT	Sher Buller Wood	490	10' HT	ew.	910, 2° CT, 3P	Native	2" Caliper	
0	PE HOER	22	Plus white 28 TOTAL PRESERVED 1	DEE COEDITO	Earling to Remain				Native		
₽°	77	30	Pinus ethili densa	Stati-Pire	PO .	12'-16' CA, MIX HTS		F, 8P	Native	2" Caliper	
₩	OR	17 SOP	Questa organia MITIGATION TREE CREDI	Stutten Live Oak	690	1616	10° W	10"	Native	2º Calper	
8	90	33	Question originates	Studien Live Cax	490	10' HT	8°W	F, 8P	Native	2" Caliper	
	TX	76	Taxodum debitum	Bald Cypress	PO	12-16 CA, MX HTE		F, 33P	Native	2" Caliper	
PALME	CCCE	orr	BOTANICAL NAME	COMMON NAME.	CONTRACTO	HEIGHT	HETH	NOTES:	NATION:	CALPER	
*	RYY	7	Royalinea elala	Planta Royal Patra	PG	16 GW		FF, HVY CAL, STR	Native		
华	MOR	29	Royalinea elala	Planta Royal Patra	PG	row		FF, HVY CAL, STR	Native		
•	33	107	Salut palnello	Cattlege Patro	PG	16 de CT		CV, SLK, SP	Native		
k	STREET	#1 1866	Salui palneto	Calibage Palmetio	FG	16'07		SLK, HC, SP	Native		
248,82	CCCR	<u>arr</u>	BOTANICAL NAME	COMMON NAME	CONTABILE	HEIGHT	HEDTH	NOTES:	BATINE		
0	ACA.	167	Assigna witestena Louisana Red	Louisiana Med Coppertrof	70	E DA	3'W		Nonnative		
*	A00	10	Alteriarea estesta	Clari Ster Brunelad	70	30° OA		SP .	Non-native		
₩	CUL	36	Clair gallibra	Small Leaf Clusia	70	38° HT	30"W	,	Non-native		
0	CON	268	Conscience erectus	Bullersmood	70	6.10	3.M.		Native		
0	CHI	39	Consciepus eredius 'Serceus'	Silver Bullionwood	70	38° HT	2878		Native		
*	CNI	12	Citrum sp.	Creen Citrum	70	36" HT	2878	F, 8P	Non-native		
0	MC	1	Mytta serbea	Max My De	30	2 HT	3'W	,	Native		
24818 68843	2000	277	BOTANICAL NAME	COMMON NAME.	CONTRABER	HEIGHT	HENTH	NOTES	NATION		SPACING
	CHH	248	Chrysdalanus sass Herisetativ	Harlantial Cocoptum	30	26.141	2676	,	Native		30° o s.
2843333	2008	977	BOTANICAL NAME	COMMON NAME.	CONTANES	HEIGHT	HETH	NOTES	NATION		SPACING
#E	Mari	194	Multierbergia sapitians	Pera Muley	30	18° GA		,	Native		M as
	379	3,804	Spartra bateri	Stand Contigues	10	18° GA		,	Native		dif a.e.
GROUND COVERS	CCCR	gry	BOTANICAL NAME	COMMON NAME	CONTABBIR	HEIGHT	HERTH	NOTES	NATIVE		SPACING
	or	491	Place missicarya: Green Island	Green Island Fisus	30	12947	12°W	Part .	Non-native		Wes.
	BAHA (SOD OI STORM	THD R SEED, T WATER N	Paqueus redition TO BE INSTALLED IN ALL COMMON WANGEMENT AREAS)	Barra Chana AREAS OUTSIDE OF ROW III	300 ICLUDING				Native		Man.
	300 (TO BE	TIED INSTALLE	Stendarfrom secundation Floriday O IN ALL COMMON AREAS INSIDE	Plosters St. Augustine Crass OF ROW)	800				Non-native		12" 6-6.
100% OF RE0	QUIRE	TREE	S & PALMS ARE NATIVE	; 30% (79) ARE PAL	M CREDITS						

Landscape N	
approval by the Martin C	for required landscape may be permitted subject to review and county Growth Management Department prior to installation. easies species shall be removed from the entire site prior to the
issuance of a Certificate-	of Occupancy.
	shall be installed prior to the issuance of a Certificate of Occupan e used on site. Eucalyptus or Melaleuca Mulch is to be used in a

Sheet Index:

Sheet L1	Overall Plan
Sheet L2-L7	Landscape Plans
Sheet L8	Lake Littoral Plan
Sheet L9	Tree Inventory Plan
Sheet L10	Landscape Details
Sheet L11	Landscape Specifications





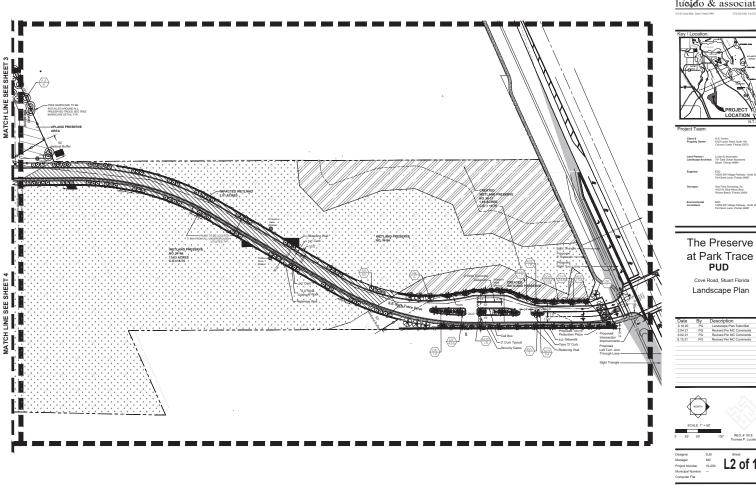
The Preserve at Park Trace

Cove Road, Stuart Florida Landscape Plan

	*
SCALE: 1" = 200'	
0 100' 200' 40	y REG. # 1018 Thomas P. Lucido

SJS Sheet MC 19-260 L1 of 11

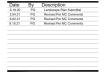
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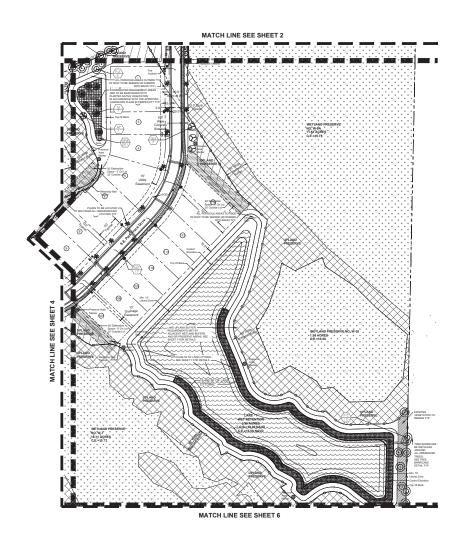


The Preserve





L2 of 11





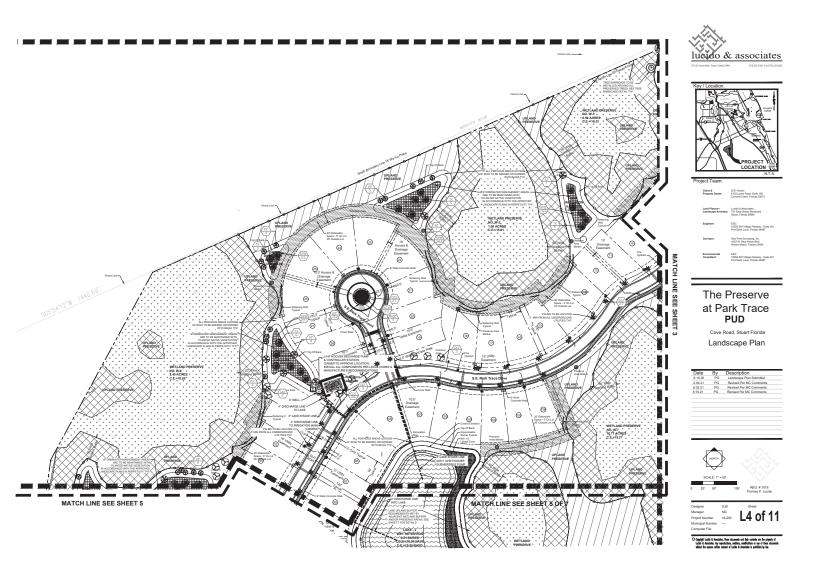


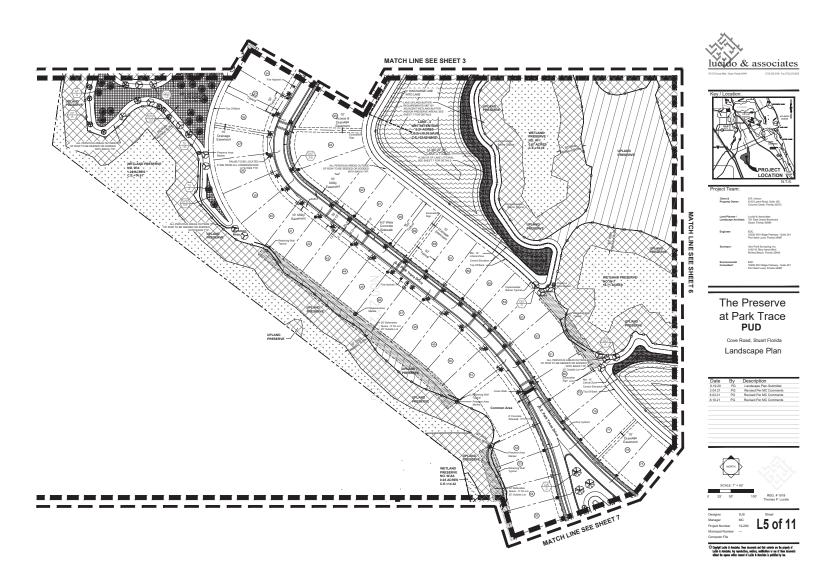
The Preserve at Park Trace PUD Cove Road, Stuart Florida Landscape Plan

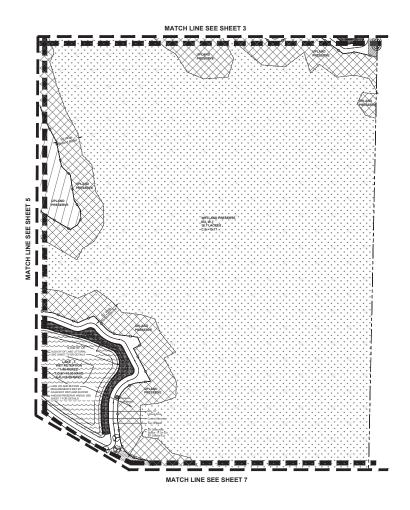
Date	By	Description
6.19.20	PG	Landscape Plan Submittal
2.04.21	PG	Revised Per MC Comments
6.02.21	PG	Revised Per MC Comments
8.19.21	PG	Revised Per MC Comments



L3 of 11











\vee	LOCATION TO
	N.T.S.
Project Team:	
Client & Property Owner:	D.R. Horton 6123 Lyons Road, Suite 100 Coconut Cheek, Florida 33073
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Soulevard Stuert, Florida 34994
Engineer:	EDC 10250 SW Village Parkway - Suite 201 Port Saint Lucie, Florida 34987
Surveyor:	Geo Point Surveying, Inc. 4152 W. Blue Heron Blvd. Riviera Beach, Florida 23404
Environmental Consultant:	EDC 10250 SW Village Parkway - Suite 201 Port Saint Lucie, Florida 34987

The Preserve at Park Trace PUD

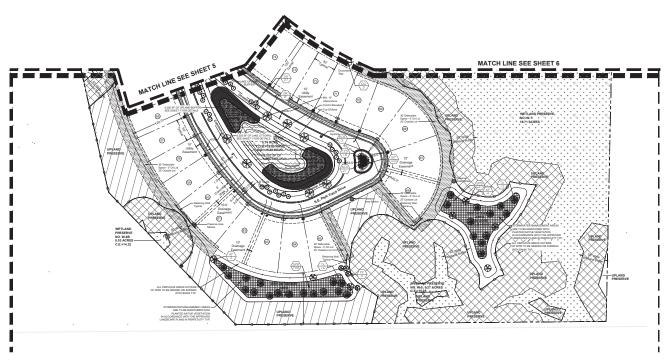
Cove Road, Stuart Florida Landscape Plan

Date By Description 6.19.20 PG Landscape Plan Submittal

2.04.21	PG	Revised Per MC Comments
8.19.21	PG PG	Revised Per MC Comments Revised Per MC Comments
0.19.21	PG	Povised Per MC Comments
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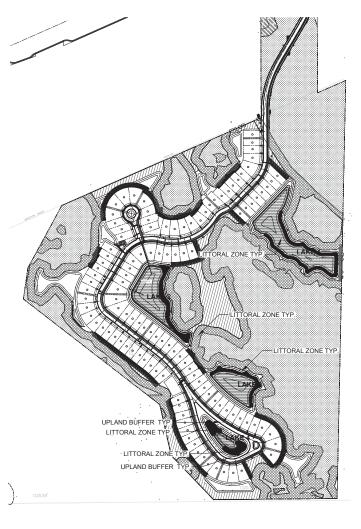
The Preserve at Park Trace
PUD

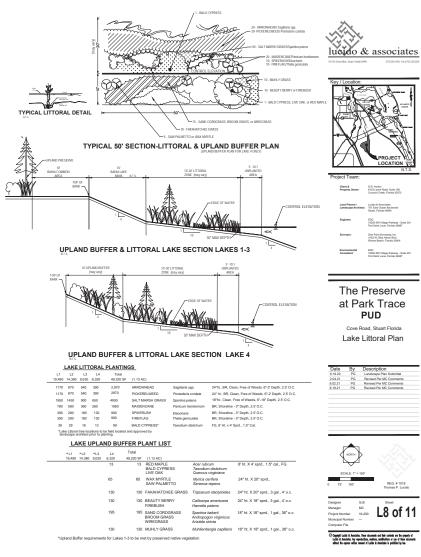
Cove Road, Stuart Florida
Landscape Plan

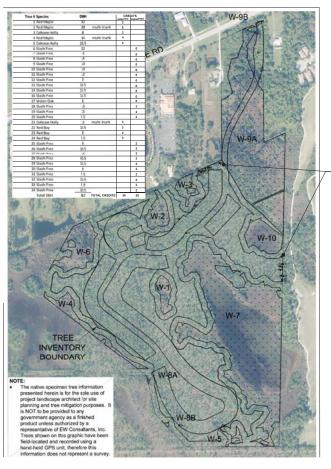
Date	By	Description
6.19.20	PG	Landscape Plan Submittal
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6.02.21	PG	Revised Per MC Comments
8.19.21	PG	Revised Per MC Comments



MC L7 of 11







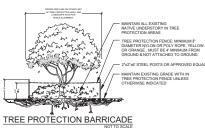
Tree Inventory:

Total Removed Tree Credits: Total Preserved Tree Credits: *See Tree Protection Detail on sheet L9

Total Removed Tree Credits: 30 (17) 3" Proposed Oak Trees will be used to satisfy removed trees credits

Total Preserved Tree Credits: 28 (28) Tree Credits will be applied towards site code required tree quantities

-PRESERVED TREES TYP. SEE DETAIL BELOW & LANDSCAPE PLAN FOR LOCATIONS TYP.



OTES: SEE LANDSCAPE PLAN FOR FENCE ALIGNMENT. NO PRUNNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST. NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING





Project Ceam:

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The Preserve at Park Trace PUD

Cove Road, Stuart Florida
Tree Inventory Plan

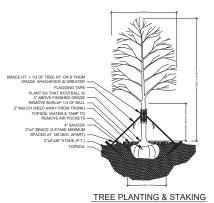
6.02.21	PG	Revised Per MC Comments
8.19.21	PG	Revised Per MC Comments
L L	NORTH	
4	. 1	
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Designer SJS Sheet
Manager MC
Project Number 19-209

Manifolial Number 19-209

Computing File

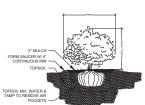
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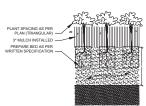




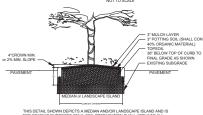
MULTI-TRUNK PLANTING & GUYING







GROUNDCOVER PLANTING DETAIL

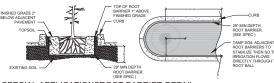


PALM PLANTING - ANGLE STAKE

LANDSCAPE AREA PREPARATION DETAIL







SPECIAL APPLICATIONSROOT BARRIER DETAIL



DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS.





	LOCATION TO
	N.T.S
Project Team:	
Client & Property Owner:	D.R. Horton 6123 Lyons Road, Suite 100 Coconut Creek, Florida 33073
Land Planner / Landecape Architect:	Lucido & Associates 701 East Ocean Socievard Stuart, Florida 34994
Engineer	EDC 10250 SW Village Parkway - Suite 201 Port Saint Lucie, Florida 34987
Surveyor	Geo Point Surveying, Inc. 4152 W. Blue Heron Blvd. Rivers Beach, Florida 33404

The Preserve at Park Trace PUD

Cove Road, Stuart Florida Landscape Details

NORTH	
SCALE: 1" = 200'	REG. # 1018 Thomas P. Lucido



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SCOPE: The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

AGENCY STANDARDS:
Gradess and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in:
Gradess and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction sch errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, discape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the yo each quary.

The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of Tabler to communicate with the Owner or Landscape Architect during implementations will be the responsibility of the Landscape Orderator.

PROTECTION OF PUBLIC AND PROPERTY:
The Landscape Contractor shall protect all malarisis and work, against Injury from any cause and shall provide and maintain all the Landscape Contractor shall provide all malarisis and work, against Injury from any cause and shall provide and maintain all which may cover any a reseal of this fault or negligation of the execution of the work, i.e. disrupte to indeptiground pipes or cables.

The Owner agrees to execute the instructions for such care and maintenance

It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (C.S.H.A.).

CONTRACTOR AUGUSTATION.

The Owner pair opposits a hopposit contractor (s) to qualify histoherant to be a responsible entity by furnishing any or all of the observation pairs of the contractor (a) to qualify a single pair of the contractor (a) to qualify a single pair of the contractor (a) to qualify a single pair of the contractor (a) and a single pair of time the organization has been in business under the pair.

The Theorem (a) and a single pair of the contractor (a) and a single pair of time the organization has been in business under the pair.

The Theorem (a) and (a) an

CREANCE AND BOADING.
Contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of arrance shall be \$350,000 por person and \$300,000 por aggregate or as required by owner and agreed to in the contract. The osselful bidder shall be required to have this coverage in effect before beginning work on the site.

The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

PERMITS AND CERTIFICATES:
All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PLANT MATERIALS:

A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event disoreparties occur, the specifications on the drawings shall govern.

The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

No plant material shall be stored longer than seventy-two (72) hours unless approved by Landscape Architect and/or owner.

ferfilzer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with refilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball depth in accordance with the following rates:

Large tubs, wire baskets, grow bags, and balled and burispped material shall have 1 tablet for each 1/2 inch of trunk diameter (measur 3 best from ground) or for each foot of height or spread of larger shrub material. The Landscape Architect reserves the right to inspect and review the spliciation of fertilize.

All trees and shrub beds shall receive 3° mulch immediately after planting and thoroughly watered. Apply 2° max on tree & palm rootballs, keep 6° away from tree & palm trunks or as required by local jurisdiction.

PLANTING: Planting shall take place during favorable weather conditions.

Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the landscape plans. Plar pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams". A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Details for complete testing methods and requirements.

No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain intels and swelss and aproved by Landscape Architect or owner's rep.

All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, be removed from sides and top of the ball and removed from hole before filling in.

All flagging ribbon shall be removed from trees and shrubs before planting.

Excess excavation (fill) from all holes shall be removed from the site, at no additional exp

All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future watering's. Saucer areas shall be top-direased two (2") inches deep with topsoil raked and left in a next, clean

PRUNING:
Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and scread as possible in a manner which will preserve the plant's natural character.

Make all cuts with sharp instruments flush with trunk or adja made at right angles to line of growth will not be permitted.

Remove all trimming from site. GUYING:

Stake & Brace all trees larger than 12' on. See detail. Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree

WATER: Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plan of the Landscape Contractor until final acceptance by the Landscape Architect.

It shall be the responsibility of the Landscape Contractor to fine grade all lands stones, and other debris.

The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from shores and debris.

Before being cut and lifted, the sod shall have been moved at least three times with a lawn mower, with the final mowing n than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

SEEDING.
The Landscape Contractor shall remove all vegetation and rocks larger than (1*) in diameter from areas to be seeded, scarifly the area, than popy furtilizer at a rate of 500 lbs. per area.

Application: Argentine Bahia Grass seed- 200 Pounds per acre mixed with common hulled Bermuda seed- 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

Apply fertilizer at the rate of 150 lbs. per acre 45-80 days after seeding.

Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or do the part of others, lighting, or hunicane force winds, until final acceptance.

Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor. All plant material shall be allive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Secretarions of the time of final insection and acceptance.

After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and wor exclusive of the possible replacement of plants subject to guarantee.

All trees & shrubs shall be straight and in correct position per the landscape plans, details and specifications. All nursery, shipping and identification tags & ribbons shall be removed from trees & shrubs immediately after planting.

lucido & associates



Client & D.R. Horton
Property Owner: 6/22 Lyons Road, Suite 100
Cocosut Creek, Florida 23073

Land Planner / Lucido & Associates Landscape Architect: 701 East Ocean Boulevard Stuart, Florida 34994

Geo Point Surveying, Inc. 4152 W. Blue Heron Blud. Riviera Beach, Florida 33404

Environmental EDC Consultant: 10250 SW Village Parkeay - Suite 201 Port Saint Lucie, Florida 34987

The Preserve at Park Trace PUD

Cove Road, Stuart Florida Landscape Specifications



DISCLOSURE OF INTEREST AFFIDAVIT

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared the undersigned person on the date set forth below, who, first being duly sworn, deposes and says under penalties of perjury:

1. That the record property owner(s) of the Real Property described in **Exhibit "A"** to this Affidavit is (are) as follows:

Name	Address
Via Claudia Investments, LLC, a Florida limited liability company	55 SE Osceola Street, Suite 200 Stuart, FL 34994

(If more space is needed attach separate sheet)

2. That the following is a list of every natural person and entity with any legal or equitable interest in the property (as defined in Section 10.2.B.3. Land Development Regulations, Martin County Code):

Name	Address	Interest
John E. Maiucci	55 SE Osceola Street, Suite 200 Stuart, FL 34994	100%

(If more space is needed attach separate sheet)

3. That the following is a list of those, who have any interest in a contract for sale of the property, or a conveyance of any interest in the property, including but not limited to, real estate brokers and salespersons; and any and all mortgagees of the property:

Name	Address	Interest
D.R. Horton, Inc.	6123 Lyons Road Coconut Creek, FL 33073	Contract Purchaser
		-

(If more space is needed attach separate sheet)

4. That the following is a list of all other applications for which the applicant has an interest as defined in subsection b. and c. of Section 10.2.B.3. Land Development Regulations, Martin County Code currently pending before Martin County. The list shall include any development applications, waiver applications, road opening applications, and lien reduction requests.

Application Name and/or Project Number	Names & Addresses of Parties involved	Date	Type of Application	Status of Application
None	OF UP			
		4		

(If more space is needed attach separate sheet)

- Status defined as:
 - A = Approved
 - P = Pending
 - D = Denied
 - W = Withdrawn

This Affidavit is given for the purpose of establishing compliance with the provisions of Section 10.2.B.3 Land Development Regulations; Martin County Code.

FURTHER AFFIANT SAYETH NOT.

	AFFIANT
	John E. Maiucci, Managing Member Via Claudia Investments, LLC
STATE OFFLORIDA	
COUNTY OF MARTIN	
The foregoing Disclosure of Intere	est Affidavit was sworn to, affirmed and subscribed
before me this day of _F	'ebruary 2020, by JOHN E. MAIUCCI, Managing
Member of Via Claudia Investmen	ts, LLC, a Florida limited liability company, who is
personally known to me or has pre	oducedas
identification.	
Notary Public State of Fiorida Karrie Bayles My Commission FF 975247 Expires 05/06/2020	Notary Public, State of Florida Print Name: Korrie Bryles My Commission Expires: 5-4-2020

Exhibit "A"
(Disclosure of Interest and Affidavit)
(Legal Description)

EXHIBIT A THE PRESERVE AT PARK TRACE

DESCRIPTION:

THE FOLLOWING DESCRIPTION INCLUDES THREE PARCELS: PCN 343841001000002705, PCN 343841001000002803, AND PCN 343841000000000110;

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARTIN, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN LOTS 27 AND 28, WA-CO FIELD PLACE, AS RECORDED IN PLAT BOOK 5, PAGE 62, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, AND A PORTION OF GOVERNMENT LOTS 1 AND 2, SECTION 34, TOWNSHIP 38 SOUTH, RANGE 41 EAST, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 38 SOUTH, RANGE 41 EAST; THENCE A BEARING OF S.89°29'29"W. ALONG THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 817.02 FEET; THENCE N.43°50'49"W. DEPARTING THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 404.93 FEET; THENCE N.12°45'03"W., A DISTANCE OF 345.66 FEET; THENCE N.52°15'09"W., A DISTANCE OF 1140.59 FEET; THENCE N.08°05'51"E., A DISTANCE OF 207.58 FEET; THENCE N.28°32'06"E., A DISTANCE OF 470.92 FEET TO A POINT ON THE SOUTH LINE OF WA-CO FIELD PLACE, AS RECORDED IN PLAT BOOK 5, PAGE 62, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; THENCE N.66°13'13"E. ALONG THE SOUTH LINE OF SAID WA-CO FIELD PLACE, A DISTANCE OF 1441.67 FEET TO THE SOUTHWEST CORNER OF LOT 27. AS SHOWN ON SAID PLAT OF WA-CO FIELD PLACE: THENCE N.00°13'04"W. ALONG THE WEST LINE OF SAID LOT 27, A DISTANCE OF 1070.48 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COVE ROAD, AS SHOWN ON SPECIFIC PURPOSE RIGHT-OF-WAY CONTROL SURVEY COVE ROAD, AS RECORDED IN MAP BOOK 1, PAGE 29, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE N.65°26'48"E. ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF COVE ROAD, A DISTANCE OF 297.85 FEET; THENCE S.69°10'17"E., A DISTANCE OF 49.17 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST AND A RADIUS OF 2231.83 FEET WITH A RADIAL BEARING OF S.66°20'47"W. AT SAID INTERSECTION: THENCE NORTHWESTERLY ALONG THE ARC SAID CURVE THROUGH A CENTRAL ANGLE OF 0°12'21", A DISTANCE OF 8.02 FEET TO A NON-TANGENT INTERSECTION AND THE POINT OF TANGENCY; THENCE N.23°49'02"W., A DISTANCE OF 26.98 FEET; THENCE N.65°26'47"E., A DISTANCE OF 32.35 FEET; THENCE N.65°04'55"E., A DISTANCE OF 43.98 FEET TO A POINT ON THE EAST LINE OF LOT 28, OF SAID PLAT OF WA-CO FIELD PLACE; THENCE S.00°15'51"E. ALONG SAID EASTERN LINE OF SAID LOT 28, A DISTANCE OF 1076.43 FEET TO SOUTHEAST CORNER OF SAID LOT 28 AND THE SOUTH LINE OF WA-CO-FIELD FILED PLACE; THENCE N.66°13'13"E. ALONG THE SOUTH LINE OF SAID PLAT OF WA-CO-FIELD PLACE, A DISTANCE OF 203.76 FEET TO A POINT ON THE EAST LINE OF SECTION 34, TOWNSHIP 38 SOUTH, RANGE 41 EAST; THENCE S.01°11'04"W. ALONG THE EAST LINE OF SAID SECTION 34, A DISTANCE OF 2767.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 4226924.81 SQUARE FEET OR 97.037 ACRES.

This instrument Prepared By /

WILLIAM F. CRARY, II Esquire CRARY, BUCHANAN, BOWDISH, BOVIE, BERES, ELDER & WILLIAMSON, CHARTERED 555 S.W. Colorado Avenue, Sulte 1 Post Office Drawer 24 Stuart, Florida 34995-0024 INSTR # 2130123
OR BK 02373 PG 2615
Ps 2615 - 2618; (4ps)
RECORDED 02/12/2009 04:43:11 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
DEED 00C TAX 0.70
RECORDED BY K Wintercorn

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this day of February, 2009 between VIA CLAUDIA INVESTMENTS, LLC, a Florida limited liability company, and ANG HOLDINGS, L.L.C., an Illinois limited liability company, whose post office addresses are 55 E. Osceola Street, Suite 200, Stuart, FL 34994 and 202 Lori Court, Medinah, IL 60157 respectively, hereinafter called the Grantors, and Via Claudia Investments, LLC, a Florida limited liability company, whose post office address is 55 E. Osceola Street, Suite 200, Stuart, FL 34994, hereinafter called the Grantee.

(Whenever used herein the terms Grantor and Grantee Include all the parties to this instrument and the heirs, legal representative, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said Grantors, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable considerations to said Grantors in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Martin County, Florida, to-wit:

See EXHIBIT "A" attached hereto and made a part hereof as if fully set forth herein.

SUBJECT TO covenants, restrictions, and reservations of public record, easements, zoning and land use laws, and taxes for the year 2009.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND, the Grantors hereby covenant with said Grantee that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land; that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantors.

IN WITNESS WHEREOF, Grantors have hereunto set Grantors' hand and seal the day and year first above written.

Signed, sealed and delivered in our presence: company

VIA CLAUDIA INVESTMENTS, LLC, a Florida limited liability

PRINT MAME OF WITNESSI

PRINT NAME OF WITNESS

Signed, sealed and delivered in our presence:

ANG HOLDINGS, L.L.C., an Illinois limited liability company

Courte M. Findersky Witness

PRU C. PLANTASE (, Witness [PRINT NAME OF WITNESS]

By: Anthony Gironda Its: Managing Member

donir E. Maiucci Managing Member

Book2373/Page2615

CFN#2130123

Page 1 of 4

STATE OF FLORIDA COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this _____ day of February, 2009 by John E. Maiucci, Managing Member of Via Claudia Investments, LLC, a Florida limited liability company, on behalf of the company who is [v] personally known to me or [v] produced ________as identification.

Joyce D. Neyland Commission # DD425713 Expires May 19, 2009

(Print Name)

(SEAL)

Notary Public, State of Florida Commission Number: My Commission Expires:

STATE OF ILLINOIS COUNTY OF DUPAGE

The foregoing instrument was acknowledged before me this ____ day of February, 2009 by Anthony Gironda, Managing Member of ANG Holdings, L., L.C., an illinois limited liability company, on behalf of the company who is personally known to me or [] produced ______ as identification.

MY COMMISSION EXPIRES OCTOBER 12 21 (SEAL)

Notary Public, State of Illinois Commission Number:

(Print Name)

Jr.

My Commission Expires:

Book2373/Page2616

CFN#2130123

LEGAL DESCRIPTION

EXHIBIT "A"

A parcel of land lying in Lots 27 and 28, WACO FIELD PLACE, as recorded in Plat Book 5, Page 62, Public Records of Palm Beach (now Martin) County, Florida, and a portion of Government Lots 1 and 2, Section 34, Township 38 South, Range 41 East, and being further described as follows:

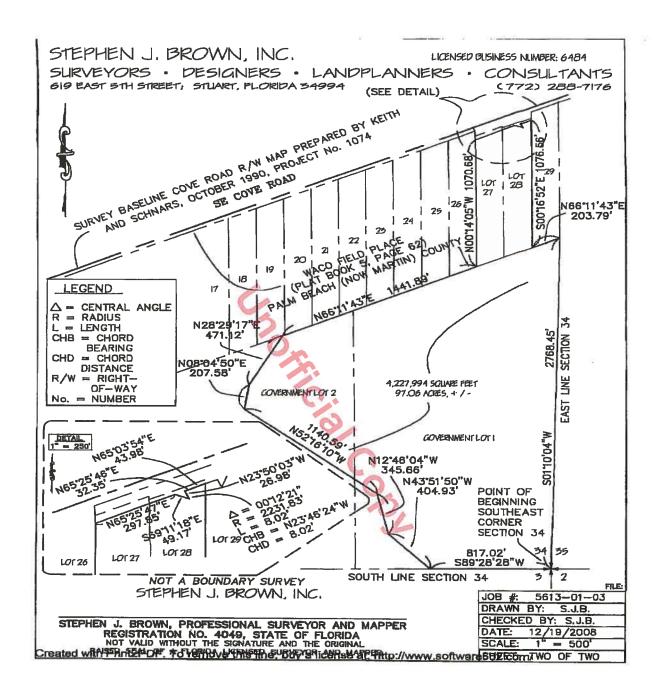
Begin at the Southeast corner of Section 34, Township 38 South, Range 41 East, thence South 89 deg 28' 28" West, along the South line of said Section 34, for a distance of 817.02 feet; thence, departing said South line, North 43 deg 51' 50" West, for a distance of 404.93 feet; thence North 12 deg 48' 04" West, for a distance of 345.66 feet; thence North 52 deg 16' 10" West, for a distance of 1140.59 feet; thence North 08 deg 04' 50" East, for a distance of 207.58 feet; thence North 28 deg 29' 17" East, for a distance of 471.12 feet to a point on the South line of Waco Field Place, as recorded in Plat Book 5, Page 62, Public Records of Palm Beach (now Martin) County, Florida; thence North 66 deg 11' 43" East, along said South line, for a distance of 1441.89 feet to the Southwest corner of Lot 27, said plat of Waco Field Place; thence, departing said South line, North 00 deg 14' 05" West, along the West line of said Lot 27, for a distance of 1070.68 feet; thence, departing said West line, North 65 deg 25' 47" East, for a distance of 297.85 feet; thence South 69 deg 11' 18" East, for a distance of 49.17 feet to a point on a non-tangent curve, concave to the Southwest, having a central angle of 00 deg 12' 21", a radius of 2231.83 feet, a chord bearing of North 23 deg 46' 24" West, and a chord length of 8.02 feet; thence, travel counter-clockwise, along the arc of said non-tangent curve, for a distance of 8.02 feet; thence North 23 deg 50' 03" West, for a distance of 49.98 feet; thence North 65 deg 25' 46" East, for a distance of 74.98 feet; thence North 65 deg 25' 54" East, for a distance of 74.98 feet; thence North 65 deg 25' 54" East, for a distance of 74.98 feet; thence North 65 deg 25' 46" East, for a distance of 74.98 feet; thence North 65 deg 25' 46" East, for a distance of 74.98 feet to a point on the East line of Lot 28, said plat of Waco Field Place; thence South 00 deg 16' 52" East, along the East line of Said Lot 28, for a distance of 2768.45 feet to the Southeast corner of Said Lot 28, and the South lin Begin at the Southeast corner of Section 34, Township 38 South, Range 41 East, thence South 89 deg 28' 28"

NOTE: SEE SKETCH ATTACHED FOR INFORMATIONAL PURPOSES ONLY

Book2373/Page2617

CFN#2130123

Page 3 of 4



To the best of my knowledge and belief, there has been no transfer of the subject property since the Special Warranty Deed into Via Claudia Investments, LLC was recorded in the Martin County Public Records.

DATED THIS 28ⁿ DAY OF May, 2020.

Morris A. Crady

STATE OF FLORIDA COUNTY OF MARTIN

MY COMMISSION EXPIRES:

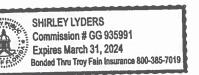


EXHIBIT A THE PRESERVE AT PARK TRACE

DESCRIPTION:

THE FOLLOWING DESCRIPTION INCLUDES THREE PARCELS: PCN 343841001000002705, PCN 343841001000002803, AND PCN 34384100000000110;

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARTIN, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN LOTS 27 AND 28, WA-CO FIELD PLACE, AS RECORDED IN PLAT BOOK 5, PAGE 62, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, AND A PORTION OF GOVERNMENT LOTS 1 AND 2, SECTION 34, TOWNSHIP 38 SOUTH, RANGE 41 EAST, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 38 SOUTH, RANGE 41 EAST; THENCE A BEARING OF S.89°29'29"W. ALONG THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 817.02 FEET; THENCE N.43°50'49"W. DEPARTING THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 404.93 FEET; THENCE N.12°45'03"W., A DISTANCE OF 345.66 FEET; THENCE N.52°15'09"W., A DISTANCE OF 1140.59 FEET; THENCE N.08°05'51"E., A DISTANCE OF 207.58 FEET; THENCE N.28°32'06"E., A DISTANCE OF 470.92 FEET TO A POINT ON THE SOUTH LINE OF WA-CO FIELD PLACE, AS RECORDED IN PLAT BOOK 5, PAGE 62, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; THENCE N.66°13'13"E. ALONG THE SOUTH LINE OF SAID WA-CO FIELD PLACE, A DISTANCE OF 1441.67 FEET TO THE SOUTHWEST CORNER OF LOT 27, AS SHOWN ON SAID PLAT OF WA-CO FIELD PLACE; THENCE N.00°13'04"W. ALONG THE WEST LINE OF SAID LOT 27, A DISTANCE OF 1070.48 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COVE ROAD, AS SHOWN ON SPECIFIC PURPOSE RIGHT-OF-WAY CONTROL SURVEY COVE ROAD, AS RECORDED IN MAP BOOK 1, PAGE 29, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE N.65°26'48"E. ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF COVE ROAD, A DISTANCE OF 297.85 FEET; THENCE S.69°10'17"E., A DISTANCE OF 49.17 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST AND A RADIUS OF 2231.83 FEET WITH A RADIAL BEARING OF S.66°20'47"W. AT SAID INTERSECTION; THENCE NORTHWESTERLY ALONG THE ARC SAID CURVE THROUGH A CENTRAL ANGLE OF 0°12'21", A DISTANCE OF 8.02 FEET TO A NON-TANGENT INTERSECTION AND THE POINT OF TANGENCY; THENCE N.23°49'02"W., A DISTANCE OF 26.98 FEET; THENCE N.65°26'47"E., A DISTANCE OF 32.35 FEET; THENCE N.65°04'55"E., A DISTANCE OF 43.98 FEET TO A POINT ON THE EAST LINE OF LOT 28, OF SAID PLAT OF WA-CO FIELD PLACE; THENCE S.00°15'51"E. ALONG SAID EASTERN LINE OF SAID LOT 28, A DISTANCE OF 1076.43 FEET TO SOUTHEAST CORNER OF SAID LOT 28 AND THE SOUTH LINE OF WA-CO-FIELD FILED PLACE; THENCE N.66°13'13"E. ALONG THE SOUTH LINE OF SAID PLAT OF WA-CO-FIELD PLACE, A DISTANCE OF 203.76 FEET TO A POINT ON THE EAST LINE OF SECTION 34, TOWNSHIP 38 SOUTH, RANGE 41 EAST; THENCE S.01°11'04"W. ALONG THE EAST LINE OF SAID SECTION 34, A DISTANCE OF 2767.78 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4226924.81 SQUARE FEET OR 97.037 ACRES.



September 2, 2021

Subject and Location: V038-002 – Via Claudia, LLC (AKA The Preserve at Park Trace PUD)

Request for approval of an amendment to the zoning atlas to change the zoning from the existing RE-1/2A (Estate District) to PUD (Planned Unit Development District) with a Certificate of Public Facilities Exemption, and request for approval of the Preserve at Park Trace Planned Unit Development Agreement, Master Site Plan and Final Site Plan with a Certificate of Public Facilities Reservation. The proposed planned unit development, consisting of 114 detached single-family homes on 97 acres, is located south of Cove Road at the Cove Road/Willoughby Boulevard signalized intersection.

Dear Property Owner:

As a landowner within 500 feet of the property identified above and as shown on the enclosed maps and exhibits, please be advised that the Local Planning Agency and the Board of County Commissioners will conduct public hearings on the subject listed above.

The date, time and place of the scheduled hearings are as follows:

Time and Date: LOCAL PLANNING AGENCY

7:00 P.M., or as soon after as the matter may be heard, on Thursday, September 16, 2021

Time and Date: **BOARD OF COUNTY COMMISSIONERS**

9:00 A.M., or as soon after as the matter may be heard, on Tuesday, September 28, 2021

Location: Martin County Administrative Center, 2401 S.E. Monterey Road, Stuart, Florida 34996

All interested persons are invited to attend and be heard.

Persons with disabilities who need an accommodation in order to participate in this proceeding are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the ADA Coordinator at (772) 320-3131, or the Office of the County Administrator at (772) 288-5400, or in writing to 2401 SE Monterey Road, Stuart, FL, 34996, no later than three days before the hearing date. Persons using a TTY device, please call 711 Florida Relay Services.

When attending a public hearing, a person may speak during the public comment portion of the public hearing. A person may also participate as an Intervenor. An Intervenor may ask questions of the staff, applicant and provide testimony. In order to be an Intervenor, a person must qualify to receive mailed notice of the application in accordance with Section 10.6.E, Land Development Regulations, Martin County Code. In addition, an Intervenor must file a form of intent with the County Administrator at least 7 business days

prior to the LPA or BCC meeting. No fee will be assessed. If the Intervenor is representing a group/association, he/she must file a letter on official letterhead signed by an authorized representative of the group/association, stating that he/she is authorized to speak for the group. Forms are available on the Martin County website www.martin.fl.us. Any documentation, including all DVD, cd or video cassette tapes intended to be proffered as evidence must be submitted to the Growth Management Department at least 7 business days prior to the LPA or BCC meetings.

If any person who decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.

For further information, please feel free to contact me directly at 772-220-2100 or call the Growth Management Department at 772-288-5495. All written comments should be sent to Pete Walden, Principal Planner, pwalden@martin.fl.us or 2401 SE Monterey Road, Stuart, FL 34996. Copies of the item will be available from the Growth Management Department. This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator 772-320-3131, the County Administration Office 772-288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback.

Sincerely,

Morris A. Crady, AICP Senior Vice President

Attachments: Location Map

Master/Final Site Plan

Personal Representative: MARIA WARD KLIPSTINE 3935 Oak Hollow Avenue Vero Beach, Florida 32966 Pub August 25 & Sept. 1, 2021 TCN4615097

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT, IN AND FOR ST. LU-CIE COUNTY, FLORIDA IN RE: ESTATE OF LINDA ANN CREAN AKA LINDA A WANGLER-CREAN Deceased

CASE NO.: 562021CP001170AXXXHC PROBATE DIVISION: NOTICE TO CREDITORS

The name of the decedent, the designation of the court in which the administration of this estate is pending, and the file number are indicated above. The address of the court is 201 South Indian River Drive, 3rd Floor, Fort Pierce, FL 34950. The names and ad-dresses of the personal representative and the personal representative's attorney are indicated below.

If you have been served with a copy of this notice and you have any claim or demand against the decedent's estate, against the decedent's estate, even if that claim is unmatured, contingent or unliquidated, you must file your claim with the court ON OR BEFORE THE LATER OF APARTER THE DATE OF THE EIRST TER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER YOU RE-CEIVE A COPY OF THIS NO-

All other creditors of the decedent and other persons who claims or demands against the decedent's estate, including unmatured, contingent or unliquidated claims, must file their claims with the court WITHIN 3 MONTHS AF-TER THE DATE OF THE FIRST PUBLICATION OF THIS NO-

ALL CLAIMS NOT SO FILED WILL BE FOREVER BARRED. EVEN IF A CLAIM IS NOT BAR-RED BY THE LIMITATIONS DE-SCRIBED ABOVE, ALL CLAIMS WHICH HAVE NOT BEEN FILED WILL BE BARRED TWO YEARS AFTER DECENDENT'S DEATH. The date of death of the decedent is: July 21, 2021 The date of first publication of this notice is September D. W. Craig Dreyer, Esquire Attorney for Personal Representative Florida Bar No. 036996 DREYER LAW FIRM, P.L. 416 SE Cortez Ave Stuart, Florida 34994 Telephone: (772) 678 3443 Fax: (772) 236-7761

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT, IN AND FOR ST. LU-CIE COUNTY, FLORIDA IN RE: ESTATE OF JOYCE E. HALL,

craig@dreyerlaw.com WILLIAM WANGLER

TCN4890964

Personal Representative

3 Lansing Ave, 2nd Floor Troy, NY 12180 Pub: SEP 1, SEP 8, 2021

562021CP001183AXXXHC PROBATE DIVISION NOTICE TO CREDITORS

The name of the decedent, the designation of the court in which the administration of this estate is pending, and the file number are indicated above. The address of the court is 201 South Indian River Drive, Fort Pierce, Florida 34950. The names and addresses of the personal representative and the personal representative's attorney are indicated below.

If you have been served with

a copy of this notice and you have any claim or demand have any claim or demand against the decedent's estate, even if that claim is unmatured, contingent or unliquidated, you must file your claim with the court ON OR BEFORE THE LATER OF A DATE THAT IS 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER YOU RECEIVE A COPY OF THIS NOTICE.

All other creditors of the decedent and other persons who have claims or demands against the decedent's estate, including unmatured, contingent or unliquidated claims, must file their claims with the court WITHIN 3 MONTHS AF-TER THE DATE OF THE FIRST PUBLICATION OF THIS NO-

ALL CLAIMS NOT SO FILED WILL BE FOREVER BARRED. EVEN IF A CLAIM IS NOT BAR-RED BY THE LIMITATIONS DE-SCRIBED ABOVE, ALL CLAIMS WHICH HAVE NOT BEEN FILED WILL BE BARRED TWO YEARS AFTER DECENDENT'S DEATH.
The date of death of the decedent is: July 30, 2021.
The date of first publication of this notice is September 1st, 2021.

D. W. Craig Dreyer, Esquire
Attorney for Personal Representative Florida Bar No. 036996

DREYER LAW FIRM, P.L. 416 SE Cortez Ave Stuart, Florida 34994 Telephone: (772) 678 3443 Fax: (772) 236-7761 craig@dreyerlaw.com BRANDON S. MARTIN Personal Representative 1209 Main St., Unit 201 Jupiter, FL 33458 Pub: SEP 1, SEP 8, 2021 TCN4890835

ZipRecruiter The smartest way to hire.

Notice To Creditors

IN THE CIRCUIT COURT FOR ST. LUCIE COUNTY, FLORIDA CASE NO.: 562021CP001133 PROBATE DIVISION IN RE: ESTATE OF WILLIAM E. EVERHARD

NOTICE TO CREDITORS The administration of the estate of William E. Everhard, deceased, whose date of death was June 17, 2021, is pending in the Circuit Court for St. Lucie County, Florida, Probate Division, the address of which is 201 South Indian River Drive, Fort Pierce, FL 34950. The names and ad-dresses of the personal repre-sentative and the personal representative's attorney are

set forth below. All creditors of the decedent and other persons having claims or demands against de-cedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AF-TER THE DATE OF SERVICE OF COPY OF THIS NOTICE ON

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT FILED WITH-IN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES SECTION 733,702 WILL BE FOREVER BARRED NOTWITHSTANDING

TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AF-TER THE DECEDENT'S DATE OF DEATH IS BARRED. The date of first publication of this notice is September 1,

Personal Representative: William R. Everhard 5409 Deer Run Dr. Ft. Pierce, Florida 34951 Attorney for Personal Repre-Stephanie M. LeBlanc Stephanie M. LeBlanc Florida Bar Number: 117759 Lawn & LeBlanc, PLLC 5070 Highway A1A, Suite 221 Vero Beach, FL 32963 Telephone: (772) 231-1212 Fax: (772) 404-6011 E-Mail: stephanie@verobeachl

awgroup.com Secondary E-Mail: eli@verobea chlawgroup.com Secondary E-Mail: dee@verob eachlawgroup.com Pub September 1, 8, 2021 TCN4887243

Public Notices

NOTICE OF HEARING REGARDING IMPOSING AND COLLECTING A NON-AD VALOREM SPECIAL ASSESSMENT FROM SPECIFIED HOSPITAL

PROPERTIES Notice is hereby given that the Board of County Commis-sioners of Indian River County, Florida, will conduct a public hearing to consider the approval of the imposition and collection of a non-ad valorem special assessment against each private for-profit and not-for-profit hospital that provides inpatient hospital capitals capitals and that hospitals are supported to the collection of the collectio tal services and that holds a right of possession and right of use to real property in Indian River County (each, an "Assessed Property"). The list of affected hospitals is included at the conclusion of this

The assessment is intended to finance intergovernmental transfers, provided consistent with federal guidelines, that fund the non-federal share of certain Medicaid and/or Medicaid managed care payments. As a result, the assessment directly and specially benefits Assessed Properties and supports the provision of health care services to Medicaid, indi-

gent, and uninsured members of the County's community. The public hearing will be held at the Board of County Commissioners chambers at the Indian River County Administration Building A, located at 1801 27th St, Vero Beach, FL 32960 on September 21, 2021, at 9:00 a.m., or as soon thereafter as the matter can be heard. At that time, the Board will receive public comment on the pro-

posed special assessment.

The Indian River County Office has prepared the Non-Ad Valorem Assessment Roll being considered for approval. The roll contains the names of the Assessed Properties, the assessment rate, and the amount of the special assess-ment to be imposed against each Assessed Property. The Non-Ad Valorem Assessment Roll is available for inspection at the Indian River County Budget Office during regular business hours from September 1, 2021 through Septem-ber 21, 2021. The assessment rate set forth in the Non-Ad Valorem Assessment Roll to be levied against the net patient revenue of each Assessed Property is 2.1%.
At the date and time set forth

in this notice, the Board of County Commissioners may: (1) approve the Non-Ad Valorem Assessment Roll, with such amendments as it deems just and right, and (2) adopt a resolution (the "Assessment Resolution") that describes: (a) the Medicaid payments proposed for funding from proceeds of the assessment, (b) the benefits to the Assessment (b) the benefits to the Assessment (b) the benefits to the Assessment (c) the Assessment sessed Properties, (c) the methodology for computing the assessed amounts, and (d) the method of collection, including how and when the as-sessment is to be paid. Adoption of the Assessment Resolu-tion is contingent on the passage of an ordinance author-izing such Assessment Resolu-

tion on September 14, 2021. All interested persons have a right to appear at the hearing and to file written objections with the Board prior to the resolution vote. All objections to the Non-Ad Valorem As-

Public Notices Public Notices

BEFORE THE BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

NOTICE OF PUBLIC HEARING Subject: V038-002 – Via Claudia, LLC (AKA The Preserve at Park

Request for approval of an amendment to the zoning atlas to change the zoning from the existing RE-1/2A (Estate District) to PUDD (Planned Unit Development District) with a Certificate of Public Facilities Exemption, and request for approval of the Preserve at Park Trace Planned Unit Development Agreement, Master Site Plan and Final Site Plan with a Certificate of Public Facilities Reservation. The proposed planned unit development, consisting of 114 detached single-family homes on 97 acres. Location: The project is located on the south side of Cove Road at the Cove Road/Willoughby Boulevard signalized intersection.

Public hearing: LOCAL PLANNING AGENCY (LPA) Time and Date: 7:00 P.M. or as soon as it can be heard on Thursday, September 16, 2021

Public hearing: BOARD OF COUNTY COMMISSIONERS (BCC) Time and Date: 9:00 A.M. or as soon as it can be heard on Tuesday, September 28, 2021

Place: Martin County Administrative Center, 2401 SE Monterey Road, Stuart, Florida 34996

All interested persons are invited to attend and be heard. All interested persons are invited to attend and be heard. Persons with disabilities who need an accommodation in order to participate in these proceedings are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the ADA Coordinator at (772) 320-3131, or the Office of the County Administrator at (772) 288-5400, or in writing to 2401 S.E. Monterey Road, Stuart, FL 34996, no later than three days before the meeting date. Persons using a TTY device, please call 711 Florida Relay Services. 711 Florida Relay Services. When attending a public hearing, a person may speak during

the public comment portion of the public hearing. A person may also participate as an Intervenor. An Intervenor may ask questions of the staff, applicant and provide testimony. In order to be an Intervenor, a person must qualify to receive mailed no-tice of the application in accordance with Section 10.6.E, Land Development Regulations, Martin County Code. In addition, an Intervenor must file a form of intent with the County Administrator at least 7 business days prior to the LPA or BCC meeting. No fee will be assessed. If the Intervenor is representing a group/association, he/she must file a letter on official letterhead signed by an authorized representative of the group/association, stating that he/she is authorized to speak for the group. Forms are available on the Martin County website www.martin.fl.us. Any documentation, including all dvd, cd or video cassette tapes intended to be proffered as evidence must be submitted to the Growth Management Department at least 7 business days prior to the LPA or BCC meetings.

If any person who decides to appeal any decision made with re-

spect to any matter considered at the meetings or hearings of any board, committee, agency, council or advisory group, that person will need a record of the proceedings and, for such pur-pose, may need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.

For further information, including copies of the agenda item materials, please call the Growth Management Department at (772) 288-5495. Prior to the public hearings, written comments should be sent to Peter Walden, AICP, Principal Planner, pwalde n@martin.fl.us or 2401 SE Monterey Road, Stuart, FL 34996. THIS NOTICE DATED THIS 27th DAY OF August 2021. Pub: Sep 1, 2021 TCN4888445

sessment Roll being considered for approval must be made in writing, and filed with the County by September 20, 2021. Written objections should be sent to the attention of the Indian River County Board of County Commissioners Office at 1801 27th St. Vero Beach, FL 32960.

The amount of the assessment is to be collected pursuant an additional and alternative method, as specified in § 197.3631, Fla. Stat. Details will be included in the Assessment Resolution.

If you are a person with disability who needs any accommodation to participate in this proceeding, you are enti-tled, at no cost to you, to the provision of certain assistance. Please contact Indian River County at (772) 226-1391 or by email at accessibility@ircgo v.com at least forty-eight (48) hours prior to the public hearing if you need special accommodations.

Pursuant to § 286.0105, Fla. Stat., if a person decides to appeal any decision of the Board of County Commission-ers on any matter considered at the public hearing, he or she will need a record of the proceedings. For such purpose, a person appealing the decision may need to ensure cord, which captures the testi-mony and evidence upon which the appeal is based. Indian River County, FLORIDA

List of Affected Properties: The special assessment is to be levied against each private for-profit and not-for-profit hospital operating under a Florida hospital license affiliated with the following providers of inpatient hospital services that holds a right of possession and right of use to real property in Indian River County, Florida:

Indian River Medical Center 1000 36th St Vero Beach, FL 32960 Parcel ID: 32393600000300000000

Encompass Health Rehabilita-tion Hospital of Treasure Coast 1600 37th St

Vero Beach, FL 32960 Parcel ID: 32392600000700000000 Sebastian River Center 13695 US-1 Sebastian, FL 32958

30382500000002000000

Pub Sept 1, 2021 TCN4889161

NOTICE OF PROCUREMENT FOR PROFESSIONAL SERVICES

REQUEST FOR QUALIFICATIONS (RFQ) -ARCHITECTURAL/ ENGINEERING SERVICES

RFQ #21/22-07

Pursuant to Section 287.055, Florida Statutes, the State of Florida's Consultants Competitive Negotiations Act, and the State Requirements for Educational Facilities (SREF), the District Board of Trustees of Indian River State College

ARCHITECTURAL/ENGINEERIN G SERVICES for the design and construction supervision serv-

The intent of this Request for Qualifications (RFQ) is to

Architectural/Engineering Services to design a single—story, approximately 60,000 square foot Charter High School on approximately 15-School on approximately 15-acres in Indiantown, Florida. The programs offered at the Charter High School will focus on high school classes serving

grades 9 through 12, dual enrollment, and workforce training. The facility will contain latest technologies and will have a large number of sustainable features.

Business entities interested in providing Architectural/Engineering Services for the above-refer enced project are hereby noti-fied that Request for Qualifi-cations (RFQ) submittals must be received by 12:00 p.m. on October 25, 2021, in the IRSC Purchasing Department, 3209 Virginia Avenue, Building S, Room 229, Fort Pierce, FL 34981. Six copies, one (1) copy marked "original" with five (5) copies and one (1) flash drive shall accompany the Proposal submission.

Instructions for completion and submission of the Architectural/Engineering Services Request for Qualifica tions (RFQ) may be obtained at the Purchasing Department page on the IRSC website (ww wirsc.edu) or by contacting Don Windham, Purchasing Director, at dwindham@irsc.edu.

IRSC reserves the right to waive any informality in the selection process and to reject any or all Request for Qualifi-Pub: Aug 25 & Sept 1, 2021 TCN4882015

NOTICE OF PROCUREMENT FOR PROFESSIONAL SERVICES

REQUEST FOR QUALIFICATIONS (RFQ)
- CONSTRUCTION MANAGEMENT SERVICES

RFO #21/22-06

Pursuant to Section 287.055, Florida Statutes, the State of Florida's Consultants Competitive Negotiations Act, and the State Requirements for Educa-tional Facilities (SREF), the District Board of Trustees of Indian River State College de-sires CONSTRUCTION MAN-AGEMENT SERVICES for the design and construction su-pervision services.

The intent of this Request for Qualifications (RFQ) is to se-cure Construction Management Services to design a sin-gle-story, approximately 60,000 square foot Charter High School on approximately High School on approximately 15-acres in Indiantown, Florida. The programs offered at the Charter High School will focus on high school classes serving grades 9 through 12, dual enrollment, and workforce training. The facility force training. The facility will contain the latest technologies and will have a large number of sustainable fea-

Business entities interested in providing Construction Management Services for the above-referenced project are hereby notified that Request for Qualifications (RFQ) submittals must be received by for Qualifications (RFQ) sub-mittals must be received by 12:00 p.m. on October 25, 2021, in the IRSC Purchasing Department, 3209 Virginia Avenue, Building S, Room 229, Fort Pierce, FL 34981. Six copies, one (1) copy marked "original" with five (5) copies and one (1) flash drive shall and one (1) flash drive shall accompany the Proposal sub-

Instructions for completion and submission of the Con-struction Management Serv-ices Request for Qualifications (RFQ) may be obtained at the Purchasing Department page on the IRSC website (www.irsc <u>edu</u>) or by contacting Don Windham, Purchasing Direc-tor, at <u>dwindham@irsc.edu</u>

IRSC reserves the right to waive any informality in the



selection process and to reject any or all Request for Qualifications (RFQ) submittals. Pub: Aug 25 & Sept 1, 2021 TCN4882001

> NOTICE OF ACTION **Martin County**

BEFORE THE BOARD OF Massage

IN RE: The license to practice Massage Establishment

Meiyi Ji, L.M.T. 1551 SE Wilshire Place, Apt. 203 Stuart, FL 34994

CASE NO.: 2019-46108 LICENSE NO.: MA 76446

The Department of Health has filed an Administrative Com-plaint against you, a copy of which, contacting, Joint Assistant may be obtained by John Loring Bischof, Assistant General Counsel, Prosecution Services General Unit, 4052 Bald Cypress Way, Bin #C65, Tallahassee Florida 32399-3265, (850) 558-9846.

If no contact has been made by you concerning the above by October 13, 2021 the mat-ter of the Administrative Complaint will be presented at an ensuing meeting of the Board of Massage in an informal proceeding.

In accordance with the Ameri-In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending this notice not later than seven days prior to the proceeding at the address given on the notice. Telephone: (850) 558-9846, 1-800-955-(850) 558-9846, 1-800-955-8771 (TDD) or 1-800-955-8770 (V), via Florida Relay Service. Pub Sept. 1, 8, 15, 22, 2021 TCN4888908

> NOTICE OF ACTION Martin County

BEFORE THE BOARD OF NURS-

IN RE: The license to practice Certified Nursing

Jakeria S. Anderson, C.N.A. 14957 SW 171st Avenue Indiantown, Florida 34956

CASE NO.: 2019-39624 LICENSE NO.: CNA331790

The Department of Health has filed an Administrative Complaint against you, a copy of which may be obtained by contacting, Philip A. Craw-ford, Assistant General Counsel, Prosecution Services Unit, 4052 Bald Cypress Way, Bin #C65, Tallahassee Florida 32399-3265, (850) 558-9829.

If no contact has been made by you concerning the above by September 29, 2021 the matter of the Administrative Complaint will be presented at an ensuing meeting of the Board of Nursing in an informal proceeding.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending this notice not later than seven days prior to the proceeding at the address given on the notice. Telephone: 245-4640. (850)1-800-955-8771 (TDD) or 1-800-955-8770 (V), via Florida Relay Service. Pub Aug 18, 25, Sept 1, 8, 2021 TCN4858474

NOTICE OF LEGISLATION

TO WHOM IT MAY CONCERN: TO WHOM IT MAY CONCERN:
NOTICE IS HEREBY GIVEN OF
INTENT TO APPLY TO THE
FLORIDA LEGISLATURE, IN
THE 2022 REGULAR OR ANY
SPECIAL OR EXTENDED LEGISLATIVE SESSIONS, FOR PASSAGE OF AN ACT RELATING
TO ST. LUCIE COUNTY, RELATING TO THE TRANSFER OF REALL PROPERTY FROM THE AL PROPERTY FROM THE STATE OF FLORIDA BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT INTERNAL IMPROVEMENT TRUST FUND TO THE DISTRICT BOARD OF TRUSTES OF INDIAN RIVER STATE COLLEGE. THE ACT SHALL INCLUDE LANGUAGE SPECIFYING THAT OWNERSHIP OF A PARCEL OF LAND LYING IN SECTIONS 23, 24, 25, AND 26, TOWNSHIP 36 SOUTH, RANGE 39 EAST, SAINT LUCIE COUNTY, FLORIDA. REMAIN WITH TY, FLORIDA, REMAIN WITH THE DISTRICT BOARD OF TRUSTEES OF INDIAN RIVER STATE COLLEGE IN PERPETUI-TY, AND ANY SALE OR DISPO-SITION OF THE REAL PROPER-TY MAY RESULT IN OWNER-SHIP OF THE PROPERTY REVERTING BACK TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND ON BEHALF OF THE STATE. Pub: Sept 1, 2021 TCN4891450

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COURT OF YOLO JUVENILE DIVISION In the Matter(s) of COLIN ASHBY

NO: JV-20-27-2 CITATION

Dependent(s)
To: Jaret Pobliner and All Persons Claiming to be the Father YOU ARE HEREBY CITED AND REQUIRED TO APPEAR at a hearing in Yolo County Juvemile Court, located at 1000 Main Street, Woodland, California 95695, on October 12, 2021 at 9:00 a.m. in Department 5. At the hearing, the Court will decide whether to permanently terminate your parental rights over the above-named minor child born to Amanda Ashby on September 10, 2010. If you wish to be represented by an attorney and are unable to af-ford one, the Court will appoint an attorney to represent you. Due to COVID-19 emergency restrictions this hearing will be conducted via zoom. Please call (530) 661-2712 re-

Public Notices

garding your appearance. DATED 8/3/21 DANIEL P. MAGUIRE Judge of the Juvenile Court Pub: Aug 18, 25, Sept 1, 8, 2021 TCN4867334

NOTICE

TO: RESIDENTS AND PROPERTY OWNERS OF ST. LUCIE VILLAGE, FLORIDA, AND THE PUBLIC IN GENERAL:

Notice is hereby given that the Board of Aldermen of the the Board of Aldermen of the Town of St. Lucie Village will consider and/or approve a proposed form of American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement at a meeting immediately after conclusion of the public hearing on the proposed taxes and budget which is being held on September 7, 2021 at 5:15 p.m. at the 2021 at 5:15 p.m. at the Village Hall, 2841 Old Dixie Highway, St. Lucie Village. A copy of the proposed Agreement will be posted on the Village website at stlucievillagefl.gov, and available for review at the office

of the town attorney, Richard V. Neill, Jr., 311 South Second Street, Fort Pierce, Florida 34950, (772) 464-8200. Any interested parties may appear and be heard with re-

spect to the proposed Ordinance. Pub Sept 1, 2021 TCN4890769

PUBLIC NOTICE Notice IS HEREBY GIVEN that Storage Sense of Sebastian Located at 189 Sebastian Blvd Sebastian, Florida 32958 Phone 772-589-6939 intends To sell the property described Below to enforce a lien imposed On said property under the Florida Facility Act Stat-

The sale shall take place on-line At <u>www.storageauctions.</u> com on September 8th 2021 at 10:00 AM. Property Will be sold for CASH only. Unit Must be cleaned out within 48 Hours of auction end, with a \$100 CASH cleaning deposit. NO DUMPSTER PRIVELEDGES.

*Esequiel Garibay - Unit 0806 Personal Property *David Merchant- Unit 0765 Personal Property

*Johnnie Nicholson - Unit 0658 Personal Property *John Gilmore-Unit 0287 **Personal Property** *Stephen Tomoser - Unit 0267

*Yoseph Williams - Unit 0103 Personal Property Pub: Aug. 25, Sept. 1, 2021 TCN4854910

Pub Sep 1st 2021 TCN4889080 LEGAL NOTICE:

LEGAL NOTICE:
The Indian River County Hospital District will hold its First Public Budget Hearing for the 2021-2022 fiscal year on Wednesday, September 8, 2021 at 5:01 p.m. in the County Commission Chambers, 1801 27th Street, Bldg. A, Vero Beach, FL 32960. The public is welcome 32960. The public is welcome. You may also participate via Zoom. Details to participate can be found on the District's website www.lRCHD.com

If a person decides to appeal any matter discussed at this public meeting, he or she will need a record of the proceedings, and for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The School Board of Martin County gives notice that it will hold a Workshop on Thurs-day, September 9, 2021 start-ing at 3:00pm followed by a Special School Board Meeting for TRIM starting at 5:05pm in the School Board Meeting Room at 500 SE Ocean Boulevard, Stuart, FL. All persons are invited to participate in this meeting by watching the meeting live streamed at http s://youtu.be/r8jOfjfQnSQ.
Anyone who needs a special

accommodation to participate in this meeting may contact the Office of the Superintendent at 772-219-1200 ext. 30222 at least 48 hours before the meeting.
The agenda can be accessed on the Internet at http://www.

martinschools.org. Pub Sept 1 2021 TCN4877394

Extra Space Storage will hold a public Auction to sell personal property described be-low, belonging to those indi-viduals listed below at the lo-cation indicated, Extra Space cation indicated, LAGIS J. Storage, 9893 US Hwy 1, Sebastian, Florida 32958 Friday, 2021, 2:15 September 10th, 2021, 2:15 PM Edward Denzil Mills Lawn Furniture & Tools. The Auction will be listed and advertised on www.storagetreasure s.com purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property. Pub August 25, September 1, 2021 TCN4866815

Pub Sep 1st, 2nd. & 3rd 2021 TCN4884069 NOTICE OF INTENT TO SEEK LEGISLATION

Notice is hereby given of intent to apply to the Florida Legislature, in the 2022 regular or any special or extended legislative sessions, for passage of an act relating to Saint Lucie County, amending chapter 2006-336, Laws of Florida, relating to the Rupert J. Smith Law Library, Saint Lucie County, to increase the cie County, to increase the number of seats on the Board of Trustees from five to six, update the appointment power for each seat, and expand the residential requirement to be within the Nineteenth Judicial Circuit.

The more you tell The more you sell

303



TRANSMITTAL (VIA HAND DELIVERY)

June 30, 2020		
Pete Walden		
Martin County Growth		
Management Dept.		
Shirley Lyders		
The Preserve at Park Trace (Martin County Project #V038-002)	Project No.	19-290
	Pete Walden Martin County Growth Management Dept. Shirley Lyders The Preserve at Park Trace (Martin County Project	Pete Walden Martin County Growth Management Dept. Shirley Lyders The Preserve at Park Trace (Martin County Project Project No.

Pursuant to Article 10.6.B of the Development Review Procedures, attached is the certification regarding the posting of the project sign and map showing its location for your records.

Doug Fitzwater 220 Hibiscus Avenue Stuart, FL 34996

Mr. Morris Crady Lucido & Associates 701 SE Ocean Blvd. Stuart, FL 34994

Notice Rezoning and Proposed Development The Preserve at Park Trace File Number V038-002

Dear Mr. Crady:

This is to certify that the above referenced sign was installed per Martin County requirements and complies with the standards of the notice provisions of Article 10, Section 10.6: Development Review Procedures.

Doug Fitzwater

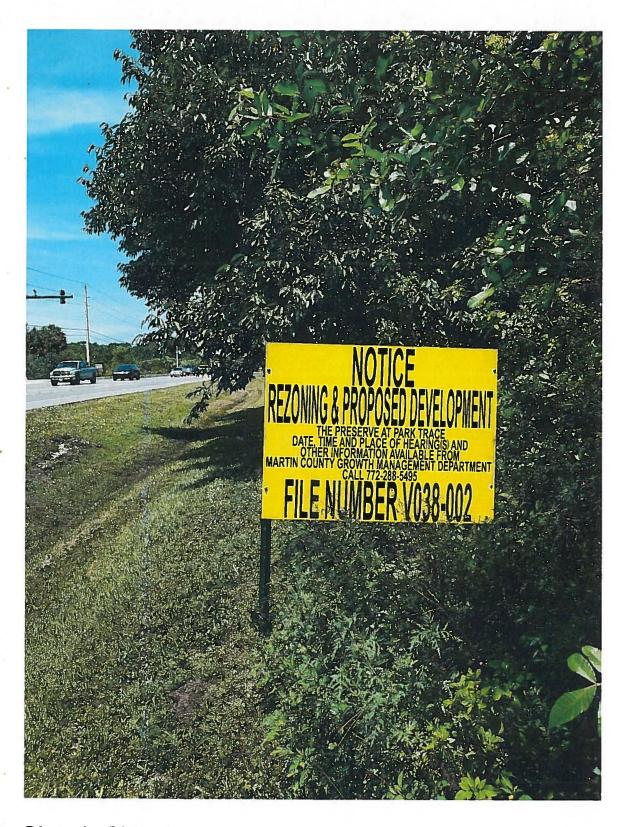
State of Florida County of Martin

THE FORGOING WAS ACKNOWLEDGED BEFORE ME BY MEANS OF YOUR PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS ______ DAY OF ______, 2020 BY ______ OF ______, 2020 BY ______ Truste, WHO Y IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED

AS IDENTIFICATION.

Notary Public, State of Florida

MY COMMISION EXPIRES



Sign 1- Side 1



Sign 1- Side 2



Sign Location

Prepared By: Martin County Growth Management Department 2401 S.E. Monterey Road Stuart, FL 34996

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

RESOL	LUTION N	UMBER	

[REGARDING DENIAL OF PUD ZONING AND MASTER AND FINAL SITE PLAN FOR THE PRESERVE AT PARK TRACE PUD]

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

- 1. Via Claudia Investments, LLC submitted an application for master site plan approval for the Preserve at Park Trace project, located on lands legally described in Exhibit A, attached hereto.
 - 2. This Board considered such application at a public meeting on September 28, 2021
 - 3. At the public meeting, all interested parties were given an opportunity to be heard.

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

- A. The request for PUD Zoning and Master Site plan approval for the Preserve at Park Trace PUD project is hereby denied, for the following XXXX.
- B. This resolution shall be recorded in the public records of Martin County. A copy of this resolution shall be forwarded to the applicant(s) by the Growth Management Department subsequent to recording.

DULY PASSED AND ADOPTED THIS 28th DAY OF SEPTEMBER, 2021.

ATTEST:	BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA
BY: CAROLYN TIMMANN CLERK OF THE CIRCUIT COURT AND COMPTROLLER	BY: STACEY HETHERINGTON, CHAIR
AND COMI TROLLER	APPROVED AS TO FORM & LEGAL SUFFICIENCY:
	BY:

KRISTA A. STOREY SENIOR ASSISTANT COUNTY ATTORNEY

ATTACEMENTS: Exhibit A, Legal Description

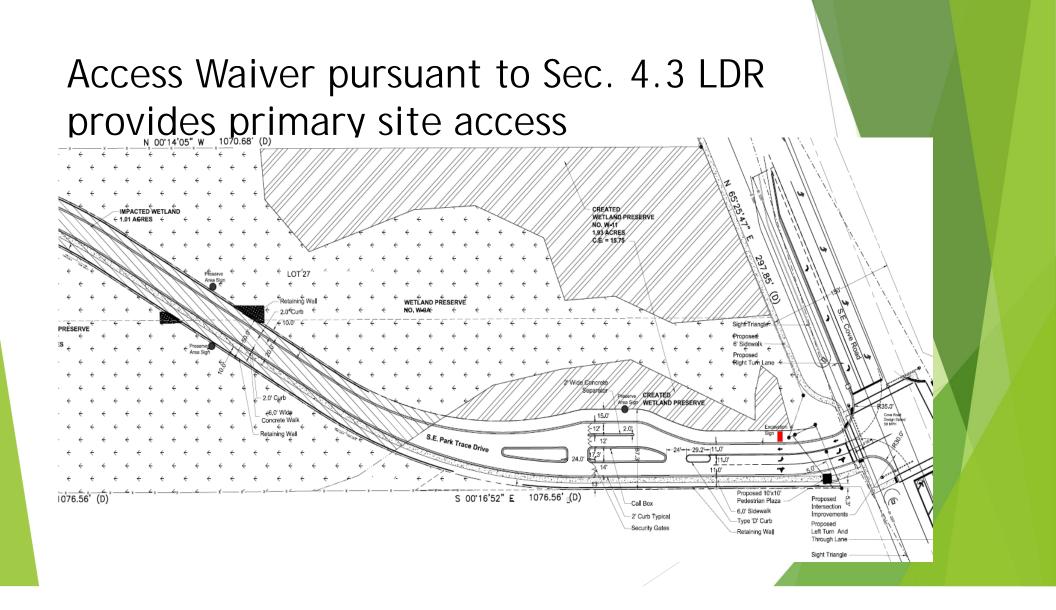
D.R. Horton
Request for rezoning from the RE-1/2A
Residential District to Planned Unit
Development, PUD through the approval of a
PUD agreement including a Master and Final
site plan

The project site is located on the south side of SE Cove Road at the signalized intersection with SE Willoughby Boulevard

- ► Parcel size is approximately 97 acres
- Project proposes 114 detached single family homes
- ▶ Resulting in a residential density of 1.2 units per acre
- ► There are no density transition issues with the site

Uplands total 59 acres Wetlands total 38 acres

- ► Total area under the Preserve Area Management Plan (PAMP) is 62.8 acres
- ► The total open space provided is 82 acres or approximately 84%





MARTIN COUNTY, FLORIDA DEVELOPMENT REVIEW

STAFF REPORT

A. Application Information

THE PRESERVE AT PARK TRACE PUD PUD ZONING AGREEMENT AND MASTER / FINAL SITE PLAN

Applicant: D.R.Horton, Inc.

Property Owner: Via Claudia Investments, LLC

Agent for the Applicant: Lucido and Associates, Morris A. Crady, AICP

County Project Coordinator: Pete Walden, AICP, Principal Planner

Growth Management Director: Paul Schilling
Project Number: V038-002
Record Number: DEV2020060003

Report Number: 2021 0831 V038-002 Staff Report Final

Application Received 06/23/2020 Transmitted 06/24/2020 Date of Report: 10/05/2020 Resubmittal Received: 02/05/2021 Transmitted: 02/08/2021 Date of Report: 04/20/2021 Resubmittal Received: 06/11/2021 Transmitted: 06/14/2021 Date of Report: 08/08/2021 Resubmittal Received: 08/23/2021 Transmitted: 08/23/2021 Date of Report: 08/31/2021

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.

Compliance Findings

BCC MEETING DATE: September 28, 2021

AGENDA ITEM: PHQJ-1

MARTIN COUNTY, FLORIDA SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of **DATE:** September 22, 2021

County Commissioners

VIA: Taryn Kryzda

County Administrator

FROM: Peter Walden, Principal Planner

REF: 21-1093

SUBJECT: D.R. HORTON, INC. REQUESTS APPROVAL OF REZONING TO

PLANNED UNIT DEVELOPMENT THROUGH A PUD ZONING AGREEMENT INCLUDING A MASTER/FINAL SITE PLAN FOR THE

PRESERVE AT PARK TRACE PROJECT (V038-002)

The following items are attached:

 PUD Zoning Agreement dated September 22, 2021 which replaces the draft dated September 15, 2021

- Draft LPA minutes

TK/pw Attachments

Reviewed by County Attorney's Office

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.

This Instrument Prepared By:

Lucido & Associates 701 SE Ocean Boulevard Stuart, FL 34994 (772) 220-2100

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THE PRESERVE AT PARK TRACE

PLANNED UNIT DEVELOPMENT ZONING AGREEMENT

THIS AGREEMENT, made and entered into this ______ day of _______,

20_____, by and between, VIA CLAUDIA INVESTMENTS, LLC, a Florida limited liability company hereinafter referred to as OWNER, and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, OWNER is the fee simple title holder of the property situated in Martin County, Florida, and more particularly described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, it is the desire of OWNER to develop a Planned Unit Development (hereinafter sometimes referred to as PUD) to be known as The Preserve at Park Trace consisting of common areas, and a single family residential project not to exceed an aggregate sum of 114 residential lots together with accessory buildings and other related improvements and facilities; and

WHEREAS, The Preserve at Park Trace Homeowners Association, Inc., hereinafter Association, a Florida not-for-profit corporation, will be formed to provide for the maintenance of the roads, streets, rights-of-way, and common areas within The Preserve at Park Trace; and

WHEREAS, this type of consolidated development is permitted in Martin County subject to a PUD Agreement; and

WHEREAS, it is the desire of the COUNTY to encourage this form of development, to prevent and discourage urban sprawl, promote compatible, consistent and effective usage of land, to protect, preserve, and manage natural resources, and to implement the COUNTY's growth management plans.

NOW, THEREFORE, the parties do hereby agree as follows:

1. UNIFIED CONTROL

The OWNER hereby warrants that it has, as a result of fee simple ownership, unified ownership of all real property included in this PUD. Documents certifying title, or the right to acquire title, as applicable, are attached hereto and incorporated herein as Exhibit B. A Covenant of Unified Control by the OWNER is attached hereto and incorporated herein as Exhibit C.

2. DEVELOPMENT

The OWNER agrees that this PUD will be undertaken and carried out in accordance with the following:

- 2.1 The master/final site plan approved by the COUNTY, a copy of which is attached hereto as Exhibit D and by reference made a part hereof. Approval of the master/final site plan by the COUNTY shall constitute approval to build and construct the improvements shown thereon subject to compliance with all post-approval requirements.
- 2.2 The Timetable for Development as shown in Exhibit E, attached hereto and by reference made a part hereof.

- 2.3 The conditions and requirements agreed to by the COUNTY and the OWNER as set forth in Exhibit F, attached hereto and by reference made a part hereof.
- 2.4 Permits and authorizations granted in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.

3. VESTED RIGHTS

The OWNER shall have the right to develop the PUD in accordance with applicable laws, ordinances and regulations, the provisions and requirements of this Agreement, the approved master/final site plan and the subdivision plat.

4. COMMON AREAS, COVENANTS, CONDITIONS AND RESTRICTIONS

- 4.1 The OWNER shall create a Declaration of Covenants, Conditions and Restrictions for The Preserve at Park Trace (hereinafter the Covenants and Restrictions), which shall be submitted as part of the application for plat approval. A copy of the Covenants and Restrictions shall be recorded with the plat. As part of said Covenants and Restrictions, the Association shall be established for the maintenance, operation and management of the Common Areas as defined therein. The Common Areas of the PUD shall be designated as such and shown on the approved master/final site plan and subdivision plat. The Covenants and Restrictions shall be in conformity with such laws, ordinances and regulations as may be in effect at the time of the approval of the subdivision plat.
- 4.2 Except for conveyances to governmental entities, it shall be deemed a breach of this Agreement for any land to be conveyed by the OWNER by an instrument which does not contain the Covenants and Restrictions or incorporate them by reference thereto.

- 4.3 The Association shall not be dissolved nor shall it dispose of any common areas, by sale or otherwise, except to an organization conceived and organized to own and maintain the common areas, without first receiving approval of the COUNTY. The COUNTY, as a condition precedent to the dissolution or disposal of common areas, may require dedication of common open areas, utilities or road rights-of-way to the public as are deemed necessary.
- 4.4 In the event that the COUNTY determines that the Association (or any successor organization) has failed at any time to maintain the common areas of the PUD in reasonable order and condition in accordance with the approved master/final site plan and applicable laws, ordinances, and regulations, then the COUNTY shall serve written notice by certified mail, return receipt requested, upon such organization and upon each owner of real property within the PUD, which notice shall set forth the manner in which the organization has failed to maintain the common areas in reasonable order and condition, and shall demand that such failure be remedied within thirty (30) days of the sending of such notice or, in the alternative, that such organization appear before the COUNTY at a specified time [at least ten (10) days but not more than thirty (30) days after the sending of such notice] either to contest the alleged failure to maintain the common areas or to show cause why it cannot remedy such failure within the thirty (30) day period. If such failure has not been remedied within the thirty (30) day period or such longer period as the COUNTY may allow, then the COUNTY, in order to preserve the taxable values of the real property within the Planned Unit Development and to prevent the common areas from becoming a public nuisance, shall hold a public

hearing to consider the advisability of the COUNTY entering upon such common areas and maintaining them for a period of one (1) year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the organization involved and to each owner of real property within the PUD and shall be published in a newspaper of general circulation published in Martin County, Florida, Such notice shall be sent and published at least fifteen (15) days in advance of the hearing. At such hearing, the COUNTY may determine that it is advisable for the COUNTY to enter upon such common areas, take non-exclusive possession of them and maintain them, according to COUNTY standards, for one (1) year. Such entry, possession and maintenance when followed in accordance with the above procedures shall not be deemed a trespass. In no event shall any such entry, possession and maintenance be construed to give the public or the, COUNTY any right to use the common areas.

4.5 The COUNTY may, upon public hearing with notice given and published in the same manner as above, return possession and maintenance of such common areas to the organization, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for an additional one (1) year period. The cost of such maintenance by the COUNTY shall be assessed ratably against the real properties within the PUD, the owners of which have the right to the use and enjoyment of the common areas and shall become a charge or lien on said properties if not paid within thirty (30) days after the receipt of a statement therefor.

5. DESTRUCTION

In the event that all or a portion of the PUD should be destroyed by a storm, fire, or other common disaster, the OWNER, its grantees, successors or assigns and/or the Association, shall have the right to rebuild and/or repair so long as there is strict compliance with the approved master/final site plan and subdivision plat.

6. <u>CHANGE OR AMENDMENT</u>

There shall at all times be a strict adherence to the provisions of the Agreement and the approved master/final site plan. Any change or amendment to the Agreement and/or the approved master/final site plan and subdivision plat shall only be made in accordance with Section 10.15, Amendments to Approved Development Orders, Land Development Regulations, Martin County Code.

7. BREACH OF AGREEMENT

- 7.1 Development of The Preserve at Park Trace shall at all times be in compliance with the PUD Agreement and the approved master/final site plan and subdivision plat (hereinafter sometimes referred to as development orders). Failure to comply with a development order may result in the suspension of that development order, the cessation of COUNTY processing of all applications for development on the subject property and any associated phases, or termination of the development order pursuant to Section 10.14.G., Failure to Comply with Conditions of Approved Development Order, Land Development Regulations, Martin County Code.
- 7.2 Any person, including the Board of County Commissioners (hereinafter sometimes referred to as Board) or any member of the Board of County

Commissioners, may file a complaint with the county administrator alleging that a development order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application has occurred. In the event that such a complaint is filed, it shall be addressed as set forth in Section 10.14.G., Failure to Comply with Conditions of an Approved Development Order, Land Development Regulations, Martin County Code.

7.3 The above provisions shall not be interpreted to provide an exclusive remedy, and COUNTY may pursue any appropriate remedy at law or equity in the event OWNER or his successors in interest fail to abide by the provisions of this Agreement.

8. JURISDICTION

This Agreement shall be governed by the laws of the State of Florida, and any and all legal action instituted because of this Agreement shall be instituted in Martin County, Florida.

9. <u>SUCCESSORS AND ASSIGNS</u>

This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

10. NOTICE

Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; (iii) mailed by registered or certified mail

(postage prepaid), return receipt requested; or (iv) mailed by regular U.S. mail. For purposes of notice, the addressees are as follows:

OWNER: Via Claudia Investments, LLC

55 SE Osceola Street, Suite 200

Stuart, FL 34994

with required copy to:

Gunster, Yoakley & Stewart, P.A.

800 SE Monterey Commons Boulevard, Suite 200

Stuart, Florida 34996

COUNTY: County Administrator

Martin County

2401 S.E. Monterey Road Stuart, Florida 34996

with required copy to:

County Attorney

Martin County

2401 S.E. Monterey Road

Stuart, Florida 34996

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the second day after the date of the deposit with an overnight courier; or on the date upon which the return receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered if mailed; or on the second business day after the date of mailing by regular U.S. mail. Either party may change its address for the purpose of this Section by written notice to the other party given in accordance with the provisions of this Section.

11. ENTIRE AGREEMENT

This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable to the matters

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contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

12. <u>SEVERABILITY</u>

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which its held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

13. <u>STATUTORY REFERENCES</u>

Any references to laws, ordinances, codes or other regulations shall include any future amendments to such laws, ordinances, codes or regulations.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates indicated below. The date of this Agreement shall be the date on which this Agreement was approved by the Board of County Commissioners.

	OWNER
WITNESSES:	VIA CLAUDIA INVESTMENTS, LLC, a Florida limited liability company
	By:
Name:	John E. Maiucci, Managing Member
	55 SE Osceola Street, Suite 200
Name:	Stuart, FL 34994

AWNIED

STATE OF	
COUNTY OF	
] online notarization, an officer duly at to take acknowledgments, was ack MEMBER of VIA CLAUDIA INVE behalf of the company, to me known foregoing instrument and acknowledge	this day, before me by means of [] physical presence or [athorized in the State aforesaid and in the County aforesaid mowledged by <u>JOHN E. MAIUCCI</u> , <u>MANAGING STMENTS</u> , LLC, a Florida limited liability company, on to be the person described herein and who executed the ed before me that he executed same. all seal in the County and State last aforesaid this
•	
(NOTARIAL STAMP)	Notary Public My commission expires:
ATTEST:	COUNTY BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA
Carolyn Timmann Clerk of the Circuit Court and Comptre	By: Stacey Hetherington, Chairman
	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
(COMMISSION SEAL)	Krista A. Storey Senior Assistant County Attorney

EXHIBIT A

[LEGAL DESCRIPTION]

EXHIBIT B OWNERSHIP CERTIFICATE

Ι,	, a member of the Florida Bar, hereby certify that the record
	Exhibit A to that Planned Unit Development Zoning Agreement
dated the day of	, 20, by and between Via Claudia Investments,
LLC, a Florida limited liability	company and Martin County, is in the ownership of Via Claudia
Investments, LLC, a Florida lim	ited liability company.
Dated this day of	, 20
	By:
	Name:
	Adress:
	Florida Bar No.

EXHIBIT C

UNIFIED CONTROL

The undersigned, being the OWNER of the property described in Exhibit A, to the Planned Unit Development Zoning Agreement dated the _____day of ______, 20____, between VIA CLAUDIA INVESTMENTS, LLC, a Florida limited liability company and MARTIN COUNTY, does hereby covenant and agree that: (i) the property described in Exhibit A shall be held under single ownership, and shall not be transferred, conveyed, sold or divided in any unit other than in its entirety; provided, however that individual subdivision lots or fully constructed condominium units, if any, may be conveyed to individual purchasers in accordance with and subject to the terms and conditions of the PUD Agreement.

In addition, the following conveyances shall be permitted:

- 1. Common elements, common open areas and developed recreation areas, if any, may be conveyed to a property owners' association or other legal entity so long as such conveyance shall be subject to the express restriction that the subject property will never be used for any purpose other than as common elements, common open areas or developed recreation areas as applicable.
- 2. Other portions of the subject property may be conveyed and used or maintained by governmental, environmental, charitable or other organizations or agencies for such purposes as the Board of County Commissioners of Martin County, Florida may deem appropriate.

Nothing herein contained shall limit, in any manner, the undersigned, or their successors or assigns, to mortgage or encumber the property or any part thereof.

The undersigned further agrees that the conditions, restrictions and limitations contained herein shall be deemed a covenant running with the land and shall remain in full force and effect and be binding on the undersigned, its successors and assigns, until such time as the same may be released in writing by the Board of County Commissioners of Martin County, Florida.

The undersigned further agrees that this instrument may be recorded in the public records of Martin County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates indicated below.

	OWNER
WITNESSES:	VIA CLAUDIA INVESTMENTS, LLC, a Florida limited liability company
Name:	By: John E. Maiucci, Managing Member
Name:	55 SE Osceola St., Suite 200 Stuart, FL 34994
STATE OF	
COUNTY OF	
] online notarization, an officer duly auth to take acknowledgments, was acknowledgments of VIA CLAUDIA INVEST	s day, before me by means of [] physical presence or [orized in the State aforesaid and in the County aforesaid wledged by <u>JOHN E. MAIUCCI</u> , <u>MANAGING MENTS, LLC</u> , a Florida limited liability company, on be the person described herein and who executed the before me that he executed same.
WITNESS my hand and official s day of, 20	eal in the County and State last aforesaid this
(NOTARIAL STAMP)	
`	Notary Public
	My commission expires:

EXHIBIT D

MASTER/FINAL SITE PLAN

Master/final site plan as approved by Martin County Board of County Commissioners to be attached as Exhibit D.

EXHIBIT E

TIMETABLE FOR DEVELOPMENT

- A. The Preserve at Park Trace PUD shall be constructed in accordance with this timetable for development. This development shall be constructed in one phase in accordance with the master/final site plan attached as Exhibit D.
- B. Development must be completed within two (2) years of master/final site plan approval. As used herein, the term "development" shall not mean the construction of single family homes.
- C. The core infrastructure improvements, consisting of the required stormwater management system, the appropriate NPDES components, stabilized roadways, and adequate fire protection must be completed before issuance of building permits. All required improvements, including but not limited to roads, sidewalks, stormwater and drainage facilities, utilities, landscaping, recreational amenities and those identified on the final site plan for the applicable phase, must be substantially completed, as determined by the County Engineer, prior to the issuance of any certificate of occupancy.

EXHIBIT F

SPECIAL CONDITIONS

1. COMPLIANCE REQUIREMENTS

The Preserve at Park Trace PUD shall comply with all requirements of the Martin County Comprehensive Growth Management Plan. In addition, unless specifically provided for within this PUD Agreement, The Preserve at Park Trace PUD shall comply with all requirements of the General Ordinances and Land Development Regulations of the Martin County Code.

2. DRAINAGE/STORMWATER MANAGEMENT

- A. It shall be the OWNER'S sole responsibility to obtain the necessary drainage/stormwater management permits from the South Florida Water Management District (SFWMD). In no event shall COUNTY bear the responsibility for aiding the OWNER in obtaining permits from the SFWMD or funding the improvements necessary to develop the Preserve at Park Trace PUD.
- B. In order to ensure that the PUD's drainage/stormwater management system functions as designed and permitted in perpetuity, OWNER shall maintain the PUD's drainage/stormwater management system according to the Stormwater Management System Maintenance Plan to be submitted with final site plan application. The Maintenance Plan will provide that the OWNER shall be responsible for performing the specific inspections and maintenance operations on the stormwater management system on-site and off-site as approved by the Board of County Commissioners at final site plan approval in order to ensure it functions as intended and as approved by COUNTY. Neither COUNTY nor the SFWMD shall have any responsibility in maintaining the system.

3. EFFLUENT IRRIGATION

The OWNER agrees to accept wastewater effluent for irrigation, when available in sufficient quality and quantity in accordance with the South Florida Water Management District and Department of Environmental Protection rules, at such rates and charges as may then be charged by the utility. It shall be the OWNER's sole responsibility to obtain the necessary permits and extend the reclaimed water main to the site for connection of the irrigation system. OWNER shall design the irrigation system within the Preserve at Park Trace PUD to accommodate spray irrigation with wastewater effluent and provide adequate area for storage of such effluent.

4. EMERGENCY /CONSTRUCTION/ DELIVERY ACCESS

Any emergency/construction/delivery access indicated on the master /final site plan and subdivision plat shall be primarily for emergency vehicles and construction and delivery vehicles, but may also be used by residential unit owners. The OWNER shall secure the emergency/construction/delivery access in a manner acceptable to the COUNTY. If gates are featured, knox switches, or locks, are required.

5. ENDANGERED SPECIES

In the event that it is determined that any representative plant or animal species of regional concern is resident on or otherwise is significantly dependent upon the Preserve at Park Trace PUD, the OWNER shall cease all activities which might negatively affect that individual or population and immediately notify Martin County, the Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS). Construction may resume when proper protection, to the satisfaction of all agencies, is provided by the OWNER.

Gopher Tortoises – In Florida, gopher tortoises are protected as a Threatened Species. No land clearing or construction shall occur until all tortoises which will be impacted are relocated to upland preservation areas or off-site. A certified environmental professional will supervise clearing in the areas of the gopher tortoise burrows. Tortoises inhabiting burrows in areas to be developed will be captured and relocated using methodology approved by the Florida Fish and Wildlife Conservation Commission and conducted by an environmental professional possessing a valid relocation permit. During clearing and grubbing operations, equipment operators will be notified of the occurrence of gopher tortoises on-site and instructed to observe for roaming and foraging individuals. Should gopher tortoises be seen during the clearing and grubbing, all equipment operations will be stopped and the gopher tortoises will be captured and relocated. Once the tortoise(s) have been safely relocated, equipment operation can resume.

Endemic Species - All gopher tortoise relocation efforts will include trapping of endangered endemic species that may live in the burrow.

Relocation of Tortoises - If the number of tortoises exceeds the carrying capacity of the remaining natural area, the Martin County Environmental Planning Administrator will be notified and will be provided with a copy of the Gopher Tortoise Relocation Permit from the Florida Fish and Wildlife Conservation Commission. Every attempt shall be made to relocate within Martin County.

6. FIRE PROTECTION

- A. Demonstration of compliance with provisions of the National Fire Protection Association (NFPA) is required. Specifically, stabilized roads and fire protection shall be completed before issuance of building permits pursuant to NFPA 241.
- B. The needed fire flow requirements for all buildings and structures shall be identified. Needed fire flow calculations for each proposed building or structure shall be

prepared by a professional engineer currently licensed in the state of Florida pursuant to Section 61G15-32.004, Florida Administrative Code. The needed fire flow requirement must be in accordance with Florida Fire Prevention Code, N.F.P.A. 1, Chapter 18.4.5 and The Guide for Determination of Needed Fire Flow, published by the Insurance Service Office. All calculations must be demonstrated and provided.

7. HAULING OF FILL

The OWNER agrees not to haul any fill off of the site of The Preserve at Park Trace PUD and to coordinate with the County Engineer the routes and timing of any fill to be hauled to the site of this project. The OWNER shall also comply with all COUNTY excavation and fill regulations. Lake littoral zones and upland buffers shall be maintained in accordance with a Lake Management Plan approved by COUNTY.

8. IRRIGATION

Irrigation water for The Preserve at Park Trace PUD will be supplied by Martin County Utilities or as authorized by permit from South Florida Water Management District in accordance with all applicable regulations.

9. LANDSCAPING

Except as specifically provided for within this PUD Agreement, on the master/final site plan or the landscape plan, landscaping within The Preserve at Park Trace PUD shall comply with Article 4, Division 15, Landscaping, Buffering and Tree Protection, Land Development Regulations, Martin County Code.

10. MODELS

Model units with interim septic tanks, necessary access road, parking and utilities will be allowed on-site for purposes of sales presentation. Model units must be consistent with the approved master/final site plan. The location and number, not to exceed ten (10), shall be mutually agreed upon by the OWNER and the Growth Management Department Director. The OWNER agrees that the septic tanks will be removed at the time of completion of the sewer system and a bond satisfactory to the COUNTY will be provided to ensure said removal. Models may be used for the sale of residential units within the PUD until such time as ninety percent (90%) of the residential units have been issued certificates of occupancy.

11. SCHOOL IMPACT

The OWNER has obtained a letter of "No Objection" from the Martin County School Board.

12. SOIL EROSION AND SEDIMENTATION

Site clearing and vegetation removal shall be phased in accordance with the approved master/final site plan. Construction practices such as seeding, wetting, and mulching which minimize airborne dust and particulate emission generated by construction activity shall be undertaken within thirty (30) days of completion of clearing work. The slopes of constructed lakes from the top of the bank to the control water elevation (landward edge of littoral zone) shall be immediately stabilized and/or sodded to the satisfaction of the Public Works Department upon completion of the lake construction.

13. <u>SUSTAINABLE DESIGN STANDARDS</u>

Streetscaping standards for sustainable trees include the planting of shade trees along walkways and access roads to avoid the "sea of asphalt" and "line of cars" effect and to provide a more meaningful balance between green spaces and dwellings.

Trees shall be planted along streets as shown on the approved landscape plans. Where there is a narrow width of available planting area, the trees shall consist of Sabal palms. Where space is available, live oak or other approved large native shade trees shall be established within the common areas to promote the streetscape concept.

The following sustainable standards have been incorporated into the master/final site plan for The Preserve at Park Trace PUD and accordingly, compliance is required.

- A. Street trees are considered part of the essential infrastructure of the development. Therefore, street trees shall be maintained in perpetuity by the Association as a condition of this PUD.
- B. Trees shall be established along roadways in a manner that will maintain their long-term survival and health for perpetuity. Trees shall be protected and maintained to avoid future conflicts with structures and utilities. Practices to be employed include canopy pruning to promote good structure and growth as well as root pruning and buried concrete root barriers. Sidewalks, utilities and other improvements that may be impacted or suffer damage due to street trees shall be replaced or relocated in lieu of street tree removal. Notwithstanding any law, ordinance or regulation to the contrary, the parties to this PUD Agreement have agreed as a condition of approval of this PUD that street tree removal shall only be allowed as a last resort to remove diseased trees or trees critically damaged by weather, storm, fire or other natural causes.

14. TEMPORARY CONSTRUCTION OFFICE

The OWNER may establish and maintain on the property a temporary construction office in a location approved by the Growth Management Department Director during the period that the property is being developed and until three (3) months following the issuance of the last certificate of occupancy for a unit. A bond for the removal of the construction office shall be supplied to the COUNTY.

15. TEMPORARY SALES OFFICE

The OWNER may establish and maintain on the property a temporary sales office in a location approved by the Growth Management Department Director during the period that the property is being developed and until three (3) months following the issuance of the last certificate of occupancy for a unit. A bond for the removal of the sales office shall be supplied to the COUNTY.

16. TIME SHARING OR INTERVAL OWNERSHIP PROHIBITED

The units to be constructed within the Preserve at Park Trace PUD shall not be sold nor shall title be conveyed or transferred on the basis of time sharing or interval ownership.

17. USES AND DEVELOPMENT STANDARDS

The minimum lot size and dimensions shall be 6,000 square feet (50' x 120'). Setbacks are as indicated on the master/final site plan. Except as provided for within this PUD Agreement or as set forth on the master/final plan, the requirements of Article 3, Land Development Regulations, Martin County Code, and specifically the Estate Density (RE-1/2A) zoning district shall apply to the development of the Preserve at Park Trace PUD.

18. <u>WATER/WASTEWATER</u>:

Water and Wastewater services for this project shall be provided by Martin County Utilities. OWNER shall provide an executed copy of an agreement within 60 days of master/final site plan approval of the Preserve at Park Trace PUD. For water conservation OWNER shall individually meter each unit and/or supporting structure.

19. PUBLIC BENEFITS

- A. As depicted on the master/final site plan, OWNER shall provide an additional 4.5 acres of upland preserve area. OWNER shall be responsible in perpetuity for the maintenance of all preserve areas; provided, however, that upon creation of the ASSOCIATION, as required under this PUD, the OWNER shall convey and assign all such ownership and maintenance responsibilities to the ASSOCIATION.
- B. At no cost to the COUNTY, OWNER shall design, permit and construct the extension of the public sidewalk on the south side of the right-of-way of SE Cove Road, approximately 4,000 feet west, from the entrance of The Preserve at Park Trace PUD to the signalized intersection of SE Legacy Cove Circle (entrance to Treasure Coast Classical Academy). Should the Cove Royale PUD commence construction of Phase 1 prior to The Preserve at Park Trace construction commencement, then the terminus of the required sidewalk will be at the entrance of the Cove Royale PUD, approximately, 3,000 feet west of The Preserve at Park Trace entrance.



Martin County

Administrative Center 2401 SE Monterey Road Stuart, FL 34996

Meeting Minutes

Local Planning Agency

Cynthia Hall, District 1, 11/2024 William J. Flanagan, Vice Chair, District 2, 11/2022 Donald Foley III, District 3, 11/2024 James Moir, Chairman, District 4, 11/2022 Ransom Reed Hartman, District 5, 11/2024 Kimberly Everman, School Board Liaison,12/2021

Thursday, September 16, 2021

7:00 PM

Commission Chambers

CALL TO ORDER

James Moir, Chairman called the meeting to order at 7:01 pm. A quorum was present.

ROLL CALL

Present: James Moir, Chairman

William J. (Joe) Flanagan, Vice Chair

Donald Foley, III

Not Present: Ransom Reed Hartman

Cindy Hall

School Board Liaison - Kimberly Everman

Staff Present:

Senior Assistant County Attorney	Elysse Elder
Growth Management Director	Paul Schilling
Principal Planner	Peter Walden
Comp Planning Administrator	Clyde Dulin
Agency Recorder/Notary	Denise Johnston

MINU APPROVAL OF MINUTES

MINU-1 AUGUST 19, 2021

The Board was asked to approve the minutes from the August 19, 2021 Local Planning Agency (LPA) meeting.

Agenda Item: 21-1081

MOTION: A Motion was made by Mr. Flanagan; SECONDED by Mr. Foley to approve the minutes of the August 19, 2021 LPA Meeting; The Motion CARRIED 3-0.

QJP-1 QUASI-JUDICIAL PROCEDURES

Quasi-Judicial procedures apply when a request involves the application of a policy to a specific application and site. It is a quasi-judicial decision. Quasi-Judicial proceedings must be conducted with more formality than a legislative proceeding. In Quasi-Judicial proceedings, parties are entitled – as a matter of due process – to cross-examine witnesses, present evidence, demand that the 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.

Agenda Item: 21-1079

All persons wishing to speak on a Quasi-Judicial agenda item(s) will be sworn in.

NEW BUSINESS

NPH-1 THE PRESERVE AT PARK TRACE PUD (V038-002) (QUASI-JUDICIAL)

Request approval for Planned Unit Development, (PUD) zoning district designation including a concurrent approval of a master/final site plan for the development of a 114 lot single family subdivision and the associated infrastructure on an approximate 97 acre parcel located on the south side of SE Cove Road at the Willoughby Boulevard intersection in Stuart. Included in this application is a request for a Certificate of Public Facilities Reservation.

Requested by: Morris A. Crady, AICP, Lucido & Associates

Presented by: Peter Walden, AICP, Principal Planner, Growth Management Department

Agenda Item: 21-1079

*For the Record:

LPA: There were no ex parte communication disclosures: None. No Interveners were present.

All staff and individuals speaking on this matter were sworn in by the Agency Recorder/Notary.

STAFF: Mr. Walden, provided NPH-1, Exhibit 1 a copy of the agenda item, staff report and work history.

Mr. Walden provided staff's presentation for NPH-1 for the proposed project. Mr. Walden noted the proposed public benefits include preserving approximately 2/3 of the site in the PAMP, the extension of a public sidewalk approximately 3000 ft. west to connect to the sidewalk proposed by the neighboring Cove Royal development, and an enhanced wetland monitoring system to ensure previous man made impacts are adequately addressed and remediated. Staff has found the application to be in compliance with the Comprehensive Plan and Land Development Regulations as detailed in the staff report and staff recommends approval.

LPA: Mr. Flanagan asked staff if there was any affordable housing or density bonuses.

STAFF: Mr. Walden stated there were none.

LPA: Mr. Foley asked staff for 11x17 copies of the maps for future meetings.

LPA: Mr. Moir had questions regarding wetland monitoring and if there was any connectivity with the Cove Royale development besides the sidewalk.

STAFF: Mr. Walden addressed his questions.

APPLICANT: Mr. Crady with Lucido & Associates, representing the applicant, provided required notification of surrounding property owners notices for NPH-1, Exhibit-2. Mr. Crady noted that over 500 surrounding property notices were sent out. Mr. Crady presented a slide presentation of the project and went over key elements of the project. Mr. Crady noted that they are meeting all the environmental guidelines and exceeded them. They are consistent with all land development regulations and comprehensive plan policies. They are compatible with the surrounding properties and development trend for the area. Mr. Crady agrees with staff recommendation of approval with the added condition regarding the adjacent property owners by the entrance to the project to plant a hedge of native vegetation along the property line along with a 6 ft. fence or wall to give the neighbors some added protection from the lights from traffic going in and out of the project.

LPA: Mr. Moir asked staff to display a topographical map.

APPLICANT: David Baggett, with EDC, Engineer of Record for the project, displayed topographical maps and discussed waterflow of the wetlands and how they will maintain the wetlands and not impact them.

LPA: Mr. Moir had a question regarding the School Board in regards why not Anderson Middle School or Pinewood Middle School. Mr. Flanagan stated that he made a call to the School Board liaison, Kimberly Everman, and she moved it to the Anderson slot because of current school redirecting.

LPA: Mr. Foley had a question regarding the distance from the property line to the pavement.

APPLICANT: Ms. Susan O'Rourke, PE, traffic engineer for the project, answered questions regarding the signalization on Cove Road. She stated that she has submitted design plans and is working with the County Engineering Department to upgrade the signal, add turn lanes and modify the sidewalks to properly connect so that everything is safe.

PUBLIC: James Manning and Maryanne Manning, adjacent property owners at 2400 SE Cove Rd., spoke regarding concerns about additional traffic and potential flooding on their property and the proposed fence would not hold back flooding if the project was approved.

APPLICANT: Mr. Crady stated the fence has nothing to do with drainage it is just for impact for the lights and referred to David Baggett to answer questions regarding drainage.

APPLICANT: Mr. David Baggett with EDC answered it will curb and gutter at the entrance and anything drained off the new impervious areas gets collected in the gutter dumped into the storm sewer and kicked back to the lakes.

MOTION: A Motion was made by Mr. Flanagan to deny the applicant's request; SECONDED by Mr. Foley, who stated that, even though it looks like they have done their due diligence with all the water issues, recommends the motion to deny.

APPLICANT: Mr. Crady asked the LPA Board members to clarify that they are not saying that they are not in compliance with the codes and regulations.

STAFF: Paul Schilling Growth Management Director, stated that the PUD application is in compliance and has been reviewed by the development review team.

COUNTY: Ms. Elder, Senior Assistant County Attorney, stated that we have codes and regulations in place and staff has recommend approval, that all requirements have been met and denial should be based on the codes and regulations. She instructed the LPA members that, if you are going to deny, they need to specify for the record the reasons for denial.

LPA: After further discussion, Mr. Moir tabled the Motion and the second, passed the gavel, and made an alternate motion to approve staff's recommendation of approval to move The Reserve at Park Trace PUD application forward to the BOCC with the following comments, that the LPA Board as it stands now with two members absent is very concerned about developments along Cove Road and has a strong reluctance to approve any developments along Cove Road until the roadway conditions are improved and is extremely uncomfortable with the way the County uses rainfall amounts and storm quantities to approve stormwater treatment areas on developments in the County currently; SECONDED by Mr. Foley; the motion CARRIED 3-0.

STAFF: Mr. Walden stated that he would convey the comments and concerns of the LPA members to the Commissioners when the item goes to the BOCC meeting on September 28, 2021.

NPH-2 COMPREHENSIVE PLAN AMENDMENT CPA 21-16, PROPERTY RIGHTS ELEMENT

Public hearing to consider amending any chapters of the Comprehensive Growth Management Plan necessary to create a property rights element in compliance with Chapter 2021-195, Laws of Florida and to any other chapters of the Comprehensive Growth Management Plan necessary for consistency.

Requested by: Paul Schilling, Growth Management Director

Presented by: Clyde Dulin, AICP, Comprehensive Planning Administrator, Growth Management

Department.

Agenda Item: 21-1082

STAFF: Mr. Dulin provided staff's presentation of Comprehensive Growth Management Plan Chapter 19, Property Rights, NPH-2; Staff recommends approval.

PUBLIC: No public spoke on this item. LPA: There was a brief discussion on the item. MOTION: A Motion was made by Mr. Flanagan for approval based on staff's recommendation; SECONDED by Mr. Foley; The Motion CARRIED 3-0. **COMMENTS:** 1. PUBLIC - None 2. STAFF - Paul Schilling noted that there are items for October 7 and October 21, LPA Meetings. 3. LPA – There was no further business. **ADJOURN:** The Local Planning Agency meeting of September 16, 2021 meeting adjourned at 8:23 pm. Respectfully Submitted: Approved by: James Moir, Chairman Denise Johnston, Martin County

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Growth Management Department

Agency Recorder/Notary

Date Signed





Board of County Commissioners

Agenda Item Summary

File ID: 22-0041 DPQJ-1 Meeting Date: 9/28/2021

PLACEMENT: Departmental - Quasi-Judicial

TITLE:

PULTE GROUP REQUESTS FINAL SITE PLAN APPROVAL FOR PHASE 1 OF THE HIGHPOINTE PUD PROJECT (C148-009)

EXECUTIVE SUMMARY:

This is a request for Phase 1 final site plan approval for the Highpointe PUD (fka Pulte at Christ Fellowship). The final site plan includes 94 single family lots and the associated infrastructure on approximately 175 acres of the 321-acre project. Phase 1 also includes the 20-acre site proposed for donation to Operation 300. The Highpointe project is located on the east side of SW Pratt Whitney Road approximately one mile east of SW Kanner Highway in Stuart. Included with the application is a request for a Certificate of Public Facilities Reservation.

DEPARTMENT: Growth Management

PREPARED BY: Name: Peter Walden, AICP

Title: Principal Planner

REQUESTED BY: Cotleur and Hearing, Daniel Sorrow, AICP

PRESET:

PROCEDURES: Quasi-Judicial

BACKGROUND/RELATED STRATEGIC GOAL:

The Highpointe PUD project received zoning and master site plan approval on April 27, 2021. The Preserve Area Management Plan was revised and approved for the entire site and is currently in effect. Water and wastewater utilities are provided by Martin County Utilities.

Phase 1 of the Highpointe PUD project will include 94 single family lots on an approximate 175 acre portion of the overall 321 acres project. Phase 1 includes the construction of the main entrance into the project along with right-of-way improvements to SW Pratt Whitney Road. The secondary emergency access will be constructed as well as the RV and Boat parking area and several lakes. The Preserve Area Management Plan (PAMP) is in effect for the entire project and was approved with the master site plan.

Review by the Local Planning Agency was not required pursuant to Section 10.5.F.9, LDR.

The following supporting items are attached:

Staff Report

Resolution to Approve
Phase 1 Final Site Plan
Approved Master Plan
Landscape Plans
Application Materials
Disclosure of Interest
Sign Posting Affidavit
Resolution to Deny
Staff PowerPoint

ISSUES:

There are no unresolved issues with the application.

LEGAL SUFFICIENCY REVIEW:

Because this request involves the application of a policy to a specific application and site, it is a quasi-judicial decision. Quasi-judicial proceedings must be conducted with more formality than a legislative proceeding. In quasi-judicial proceedings, parties are entitled - as a matter of due process - to cross-examine witnesses, present evidence, demand that witnesses testify under oath, and demand a decision based on a correct application of the law and competent substantial evidence in the record.

RECOMMENDED ACTION:

RECOMMENDATION

- Move that the Board receive and file the agenda item and its attachments including the staff report as Exhibit 1.
- Move that the Board approve the PUD final site plan for Phase 1 of the Highpointe PUD.

ALTERNATIVE RECOMMENDATIONS

Move that the Board continue the request to a date certain.

FISCAL IMPACT:

RECOMMENDATION

The applicant has paid the \$9,127.00 application fee and the \$290.00 completeness fee.

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING A	CTION:		
☐Budget Transfer / Amendmen	ıt □ Chair Let	ter	☐Contract / Agreement
☐ Grant / Application	□Notice	Ordinance	⊠Resolution
☐Other:			
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MARTIN COUNTY, FLORIDA DEVELOPMENT REVIEW

STAFF REPORT

A. Application Information

HIGHPOINTE PUD PHASE ONE FINAL SITE PLAN

Applicant: Pulte Group

Property Owner: Christ Fellowship Church, Inc.

Agent for the Applicant: Cotleur and Hearing, Daniel T. Sorrow, AICP

County Project Coordinator: Peter Walden, AICP, Principal Planner

Growth Management Director: Paul Schilling Project Number: C148-009

Record Number: DEV2020010008

Report Number: 2021_0903_C148-009_Staff_Final

Application Received: 11/30/2020 Transmitted: 12/01/2020 Staff Report: 02/03/2021 Resubmittal Received: 04/05/2021 Transmitted: 04/05/2021 Date of Report: 06/07/2021 Resubmittal Received: 07/06/2021 Transmitted: 07/06/2021 Date of Report: 09/03/2021

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B. Project description and analysis

This is a request for Phase one final site plan approval for the Highpointe PUD (fka Pulte at Christ Fellowship). The final site plan includes 94 single family lots and the associated infrastructure on approximately 175 acres of the 321 acre project. Phase one also includes the donated 20 acre site for Operation 300. The Highpointe project is located on the east side of SW Pratt Whitney Road approximately one mile east of SW Kanner Highway in Stuart. Included with the application is a request for a Certificate of Public Facilities Reservation.

Phase one of the Highpointe project will include the construction of the main entrance into the project along with right-of-way improvements to SW Pratt Whitney Road. The secondary emergency access will be constructed as well as the RV and Boat parking area and several lakes. The Preserve Area Management Plan (PAMP) is in affect for the entire project and was approved with the Master site plan.

The project is within the secondary urban service boundary and water and wastewater service is provided by Martin County Utilities as existing lines are in place to serve the Christ Fellowship Church.

C. Staff recommendation

The specific findings and conclusion of each review agency related to this request are identified in Sections F through T of this report. The current review status for each agency is as follows:

Section	Division or Department	Reviewer	Phone	Assessment
F	Comprehensive Plan	Peter Walden	219-4923	Comply
F	ARDP	Samantha Lovelady	288-5664	Comply
G	Development Review	Peter Walden	219-4923	Comply
Н	Urban Design	Santiago Abasolo	288-5485	N/A
Н	Community Redevelopment	Santiago Abasolo	288-5485	N/A
I	Property Management	Ellen MacArthur	288-5794	N/A
J	Environmental	Shawn McCarthy	288-5508	Comply
J	Landscaping	Karen Sjoholm	288-5909	Comply
K	Transportation	Lukas Lambert	221-2300	Comply
L	County Surveyor	Tom Walker	288-5928	N/A
M	Engineering	Clark Bridgeman	288-5416	Comply
N	Addressing	Emily Kohler	288-5692	Comply
N	Electronic File Submission	Emily Kohler	288-5692	Comply
O	Water and Wastewater	James Christ	320-3034	Comply
O	Wellfields	James Christ	320-3034	Comply
P	Fire Prevention	Doug Killane	288-5633	Comply
P	Emergency Management	Sally Waite	219-4942	Comply
Q	ADA	Clark Bridgeman	288-5416	Comply
R	Health Department	Nicholas Clifton	221-4090	Comply
R	School Board	Kimberly Everman	223-3105	Comply
S	County Attorney	Krista Storey	288-5443	Review Ongoing
T	Adequate Public Facilities	Peter Walden	219-4923	Comply

D. Review Board action

This application meets the threshold criteria for a major development, with a previously approved master plan, pursuant to Table 10.2.C.1.B., LDR, Martin County, Fla. (2019), and requires one public meeting.

The public meeting shall be before the Board of County Commissioners, who will take final action on the request, pursuant to Table 10.5.F.9., LDR, Martin County, Fla. (2019).

The applicant addressed the non-compliance findings from the staff report dated June 7, 2021 with its resubmittal dated July 6, 2021. The previous staff reports and resubmittals are incorporated herein by reference.

E. Location and site information

Parcel number(s) and address:

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083941000015000209, 083941000015000300, 173941000001000004 173941000002000002, 173941000008000107, 173941000008000205 173941000007000109 10205 SW Pratt Whitney Rd

Existing Zoning: PUD, Planned Unit Development

Future land use: Rural Density
Total Site Area: 321 acres

Figure 1: Location Map



Figure 2: Subject Site 2019 Aerial with Site Plan Linework and Preserves



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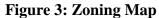
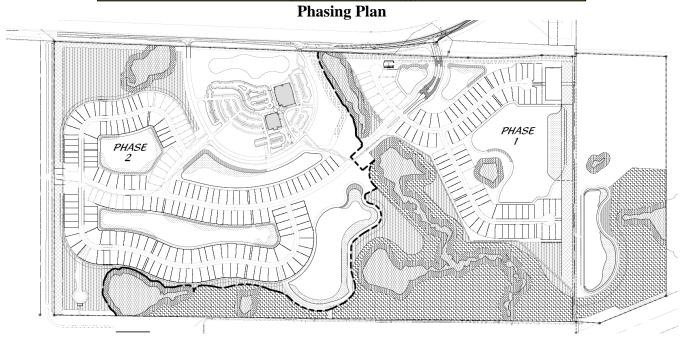




Figure 4: Future Land Use Map





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F. Determination of compliance with Comprehensive Growth Management Plan requirements - Growth Management Department

Policy 4.1E.6. PUD

A planned unit development is a unified development that is (1) planned, approved and controlled according to provisions of a binding written document negotiated between the developer and the County as a special PUD zoning district and (2) approved at a public hearing. The purpose of PUD districts is to introduce flexibility into the strict zoning and development regulations in a manner that is mutually beneficial to the County and the development. It is also to encourage enlightened and imaginative approaches to community planning. Benefits to the developer may include incentives to encourage affordable housing (consistent with the Housing Element); transfer of density from wetlands (consistent with the Conservation and Open Space Element, Chapter 9); flexibility in density distribution; flexibility and variety in land use, structure type and project design; and greater intensity than would be achievable under straight zoning. In exchange, the County may acquire such benefits as preservation zones, buffers, density transition zones and recreation facilities in excess of the County's minimum standards. Specific PUD district regulations are negotiated voluntarily by the developer and the County, and neither is guaranteed maximum benefits by right.

Policy 4.13A.7. Residential development.

The FLUM allocates urban residential density based on population trends; housing needs; and past trends in the character, magnitude and distribution of residential land consumption patterns. Consistent with the goals, objectives and policies of the CGMP, including the need to provide and maintain quality residential environments, it also preserves unique land and water resources and plans for fiscal conservancy.

- (1) General policies for all urban Residential development:
- (a) All residential development described in subsections (1) through (6) of this policy shall have a maximum building height of 40 feet.
- (b) All Residential development shall maintain a minimum of 50 percent of the gross land area as open space, except as described under Goal 4.3. Wetlands and landlocked water bodies may be used in calculating open space as long as a minimum of 40 percent of the upland property consists of open space. This section shall not apply to construction of a single-family home on a lot of record.

Findings of Compliance:

Staff has reviewed this application and finds that that it complies with the LDR, as detailed within this report. Staff recommends approval of this development application as consistent with the guidelines and standards of the applicable Comprehensive Plan goals, objectives and policies, as implemented in the LDR.

G. Determination of compliance with land use, site design standards, zoning, and procedural requirements - Growth Management Department

Findings of Compliance:

Staff has reviewed this application for consistency with the LDR and code implementing Martin County Comprehensive Growth Management Plan goals, objectives and policies and the associated guidelines and standards. Staff finds that this development application is consistent with the applicable Land Development Regulations and recommends approval.

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Additional Information:

Item #1:

Timetable Of Development - Final

The timetable of development for final site plans require all permits to be obtained within one year of approval and require all construction to be completed within two years of approval. [Section 10.1 and 5.32, LDR, MCC]

Information #2:

No land clearing is authorized prior to the mandatory pre-construction meeting for the project. Property corners and preservation areas shall be located by a licensed land surveyor and clearly marked in the field prior to the pre- construction meeting. Authorization for clearing to install erosion control devices and preserve barricades will be granted at the pre-construction meeting. No additional land clearing shall commence until a satisfactory inspection of the required control structures and barricades has been obtained. Authorization for the relocation of gopher tortoises within the development, as provided for on state agency permits, may be granted by the Growth Management Department upon review of required permit materials. MARTIN COUNTY, FLA., LDR § 4.37

H. Determination of compliance with the urban design and community redevelopment requirements – Community Development Department

Commercial Design

The proposed project is not located within the General Commercial, Limited Commercial, Commercial Office/Residential or Waterfront Commercial Future Land Use Designations. Therefore, the Commercial Design reviewer was not required to review this application. MARTIN COUNTY, FLA., LDR SECTION 4.871.B. (2016)

Community Redevelopment Area

The proposed project is not located within a Community Redevelopment Area. Therefore, the Community Redevelopment Area reviewer was not required to review this application. MARTIN COUNTY, FLA., LDR ARTICLE 3, DIVISION 6 (2016)

I. Determination of compliance with the property management requirements – Engineering Department

No dedication of additional right of way is required or proposed by the Applicant pursuant to the Roadway Classifications set forth in Section 4.843.B, Land Development Regulations, Martin County, Fla. [2001] which includes Table 4.19.1 that lists the minimum right of way requirements. Therefore, the Applicant is not required to submit due diligence materials for review by the Martin County Real Property Division.

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J. Determination of compliance with environmental and landscaping requirements - Growth Management Department

Environmental

Finding of Compliance:

The Growth Management Department Environmental Division staff has reviewed the application and finds it in compliance with the applicable land development regulations.

Landscape

Findings of Compliance

The Growth Management Department Environmental Division staff has reviewed the application and finds it in compliance with the applicable Land Development Regulations Article 4, Division 15 - Landscaping, Buffering, and Tree Protection. [2013]. In this phase, the applicant has proposed construction of a 94 lot subdivision. The applicant has submitted landscape plans that provide 32 acres of landscape area which equates to 45% of the development area to document compliance with Section 4.663.A.1., Land Development Regulations, Martin County, Fla. (2013). Pursuant to this regulation a minimum of 20% of the total development area shall be landscaped.

Landscaped bufferyards are required between differing land uses and along certain transportation corridors. It is the intent of the code to encourage the preservation of existing vegetation for use in buffers as opposed to clearing and replanting designed landscapes. Section 4.663.B., Land Development Regulations, Martin County, Fla. (2013).

A Type 4 buffer is required on the west property line adjacent to Pratt & Whitney Rd. This buffer is being provided and is incorporating existing native vegetation. A Type 4 buffer is also required adjacent to the Christ Fellowship Church parcel. This buffer is being satisfied by a protected preserve area.

Included with the PUD agreement, public benefits are being proposed by the applicant that expand required landscape areas adjacent to the north property line along the FPL utility easement. This buffer is to consist of preserved native habitat augmented by native plantings where native species are lacking or insufficient.

Additional Enhanced landscaping include:

- Additional areas of preserved native vegetation totally 16.21 acres is proposed adjacent to development where possible as shown on landscape plans.
- Additional establishment of littoral zone and upland transitional plantings to enhance wildlife habitat and water quality. Littoral zones required totaled 76,200 sq.ft; 170,934 sq.ft. of littorals are proposed for an increase of 94,734 sq.ft. over required area. An additional 11,180 sq.ft of upland transitional zone plantings has been proposed over the 76,200 sq.ft. required.
- Sustainable standards for streetscape have been incorporated into the design of the master site plan. Further refinements of these standards and the specific implementation thereof shall be incorporated into the final design of the development and compliance with such standards shall be demonstrated.

PUD streetscaping standards for sustainable streets include the planting of shade trees along walkways and access roads to avoid the "sea of asphalt" and "line of cars" affect and to provide a more meaningful balance between green spaces and dwellings.

Street trees that consist of live oak shall be provided along roadways in a manner and utilizing methodologies that will maintain their long-term survival and health for perpetuity. Trees shall be afforded priority status as green infrastructure and shall be protected and maintained to avoid future conflicts with structures and utilities.

Tree removal and mitigation of street trees shall only be considered to remove diseased trees or trees weakened by age, weather, storm, fire or acts of God. Infrastructure and structures shall instead be remedied by their replacement or use of alternative sidewalk materials, root pruning, root barrier installation, and/or sidewalk relocation.

Alterations cannot be made to the plans after final site plan approval. Any alteration may require an application to amend the affected approved plans.

The applicant is cautioned to consider the placement of utilities and any underground or above ground site improvement that could cause a conflict with the landscaping and possibly cause a change or amendment.

As-built landscape plans submitted prior to the release of a certificate of occupancy will be checked against the approved drawings. Inconsistencies may block the issuance of the certificate of occupancy and cause the applicant to begin the application process for a change or an amendment to the development order.

K. Determination of compliance with transportation requirements - Engineering Department

Findings of Compliance:

The Traffic Division of the Public Works Department finds this application in compliance.

Compliance with Adequate Public Facilities Ordinance:

Staff has reviewed the Traffic Statement prepared by O'Rourke Engineering and Planning, dated October 2020. O'Rourke Engineering and Planning stated that the site's maximum impact for Phase 1 was assumed to be 60 directional trips during the PM and 175 directional trips during the PM peak hour. Staff finds that SW Pratt Whitney Road is the recipient of a majority of the generated trips. The generalized service capacity of SW Pratt Whitney Road is 800. The project impact is 16.25% of the maximum volume of that roadway. SW Pratt Whitney Road is currently operating at a level of service C; it is anticipated to operate at level of service C at buildout (year 2027).

Construction Plan Suggestion:

A southbound acceleration lane should be constructed within the proposed median for safety. Observed southbound AM traffic volumes are as high as 750 vehicles.

L. Determination of compliance with county surveyor - Engineering Department

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The applicant has provided a certified boundary and topographic survey for the proposed development, pursuant to Section 10.1.E., LDR, Martin County, Fla. (2019). Therefore, the Engineering Department was not required to review this application for consistency with the Martin County Codes for survey requirements contained in Article 4, LDR, Martin County, Fla.

M. Determination of compliance with engineering, storm water and flood management requirements - Engineering Department

ONSITE COMPLIANCE STATEMENT

The application was reviewed for compliance with the following Divisions of the Land Development Regulations. Staff's finding is summarized after each:

- 1. Division 8- Excavation, Fill, and Mining: The applicant demonstrated in the Engineer's Opinion of Probable Excavation, Fill, and Hauling that the amount of proposed excavation is equal to the amount of fill needed for the site; therefore, hauling material from the site is not approved with this Development Order. The applicant demonstrated compliance with Division 8.
- 2. Division 9- Stormwater Management:
- a. The applicant has demonstrated the proposed development discharge rate is lower than the allowable discharge rate for the project and that flows from the development to offsite will be adequately passed through the project via a series of interconnected storm culverts, dry retention areas, wet retention areas and wetland buffers.
- b. The applicant is proposing the minimum finished floor elevation be set above the predicted elevation of stormwater that will stage within the development after a 100-year storm having a three-day duration and without any discharge from the development.
- c. The applicant is proposing the minimum edge of roadway elevation be set above the predicted elevation of stormwater that will stage within the development after a 10-year storm having a one-day duration.
- d. The applicant has demonstrated that the system provides 125% of the dry retention and 150% additional water quality criteria for wet detention systems and recovers half of the water quality volume between 24 hours and 5 days, and recovers 90% of the entire volume within 12 days after the storm event.
- e. Thereby, the required attenuation, flood protection, and water quality treatment is in compliance with Division 9.
- 3. Division 10 Flood Protection: This site does not fall within a Special Flood Hazard Area. The applicant demonstrated that the minimum finished floor elevation is set at or above the maximum predicted stage of the 100-year 3-day storm event; therefore, the applicant demonstrated compliance with Division 10.
- 4. Division 14 Parking and Loading: The applicant demonstrated compliance with the parking requirements set forth in Division 14 with the design and layout of the proposed on-site parking locations.
- 5. Division 19- Roadway Design: The applicant's proposed design of the internal roadway sections meets the requirements of Division 19. The applicant is proposing to construct a northbound right turn lane, a south bound left turn lane, and a landscaped median on SW Pratt Whitney Road as required for the site entrance. The final approval of the offsite modifications to SW Pratt Whitney Road will be reviewed with the Right of Way Permit application and is separate from the on-site approvals; therefore, the on-site proposed design meets the requirements in Division 19.

The Engineering Department finds this application in compliance provided the Development Order includes conditions for the following:

- 1. Hauling of fill from the site is prohibited. The routes and timing of any fill to be hauled to the site shall be coordinated with the County Engineer. Compliance with all County excavation and fill regulations is required.
- 2. The applicant shall apply for a Right-of-Way Use Permit for the proposed improvements to SW Pratt Whitney Road. A Right-of-Way Maintenance Agreement shall be executed for the construction and maintenance of the proposed landscape island with associated street lighting within the SW Pratt Whitney Road right-of-way.
- N. Determination of compliance with addressing and electronic file submittal requirements Growth Management and Information Technology Departments

Addressing

Findings of Compliance

The application has been reviewed for compliance with Division 17, Addressing, of the Martin County Land Development Regulations. Staff finds that the proposed site plan / plat complies with applicable addressing regulations. All street names are in compliance. They meet all street naming regulations in Article 4, Division 17, Land Development Regulations. Martin County, Fla. (2021).

Electronic Files

Findings of Compliance

The AutoCAD site plan was received and found to be in compliance with Section 10.2.B.2., Land Development Regulations, Martin County, Fla. (2021)

The AutoCAD site plan was in State Plane coordinates and found to be in compliance with Section 10.2.B.2., Land Development Regulations, Martin County, Fla. (2021)

O. Determination of compliance with utilities requirements - Utilities Department

Water and Wastewater

Findings of Compliance:

This development application has been reviewed for compliance with applicable statutes and ordinances and the reviewer finds it in compliance with Martin County's requirements for water and wastewater level of service. [Martin County, Fla., LDR, Article 4, Division 6 and 7, (2016)]

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Wellfield and Groundwater Protection

Findings of Compliance:

The application has been reviewed for compliance under the Wellfield Protection Program. The reviewer finds the application in compliance with the Wellfield Protection and Groundwater Protection Ordinances. [Martin County, Fla., LDR, Article 4, Division 5] (2016)

P. Determination of compliance with fire prevention and emergency management requirements – Fire Rescue Department

Fire Prevention

Findings of Compliance:

The Fire Prevention Bureau finds this submittal in compliance with the applicable provisions governing construction and life safety standards of the Florida Fire Prevention Code and referenced publications. This occupancy shall comply with all applicable provisions of governing codes whether implied or not in this review, in addition to all previous requirements of prior reviews.

Emergency Preparedness

Findings of Compliance:

The applicant has indicated that the project, which includes proposed residential use, is not located within a Hurricane evacuation zone pursuant to Section 10.1.E., LDR, Martin County, Fla. (2019). The Martin County Emergency Management Department confirmed this and therefore the proposed development is not anticipated to impact Martin County Emergency Management resources.

Q. Determination of compliance with Americans with Disability Act (ADA) requirements - General Services Department

Accessibility (ADA) [Martin County, FL. LDR Section 4.627.E (2009)]

The applicant is in compliance with the ADA requirements.

R. Determination of compliance with Martin County Health Department and Martin County School Board

Martin County Health Department

Findings of Compliance:

Plans and materials as submitted demonstrate compliance with the applicable requirements of the Martin County Land Development Regulations and Comprehensive Growth Management Plan. More detail will be required upon submittal to the state. If you have any questions, please call Todd Reinhold or Nick Clifton with the Department of Health office at (772) 221-4090.

Additional Information:

1. Prior to a community pool being constructed, an application must be submitted and approved by

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- the FL-DOH per Chapter 64E-9 FAC. This includes submittal of construction plans to this office prior to submittal to the building department.
- 2. The Florida Department of Health regulates Recreational Camps under Chapter 64E-15 FAC. Review and Approval of camp site features is required by FL-DOH Martin County.
- 3. Well construction permitting must meet Chapter 62-532 FAC. In addition to a well construction permit approval from FL-DOH Martin County, a Consumptive Use Permit is required by SFWMD.

Martin County School Board

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Martin County School District CIP

School Concurrency Determination

Project: Highpointe (fka – Pulte Christ Fellowship)

Date Received: 12/1/2020

Project #: C148-009 – Phase 1, Major Final Site Plan
Owner/Applicant: Christ Fellowship Church, Inc./ Dan Sorrow

Location: Intersection of Pratt Whitney Rd., & Bulldog Way, South CSA

Planned Project Units: 94 SF

Project Unit Yield by Type of School

School Type	Rate	Students				
Elementary:	.0997	9				
Middle School:	.0510	5				
High School:	.0709	7				
SGR =	.2216	21				

Concurrency Service Area Analysis:

CSA ANALYSIS	Α	В	С	D	E	F	G	Н
SOUTH CSA SCHOOLS	LOS CAPACITY	3 YR. ADDED CAPACITY	TOTAL LOS CAPACITY (A+B)	OCTOBER STUDENT ENROLLMENT	PROJECTS w/RESERVED CAPACITY	THIS PROJECT DEMAND	TOTAL DEMAND (D+E+F)	AVAILABLE CAPACITY (C - G)
Elementary								
Crystal Lake Elem (Z)	649	0	649	465	15	9	489	160
Hobe Sound Elem	675	0	675	492	33		525	150
Seawind Elem	675	0	675	524	22		546	129
Total	1999	0	1999	1481	70		1560	439
Middle								
Anderson Middle (Z)	1150	0	1150	1054	67	5	1126	24
Murray Middle	859	0	859	570	23		593	266
Total	2009	0	2009	1624	90		1719	290
High								
South Fork High	2114	0	2114	1900	72	7	1979	135

Concurrency Availability: Pursuant to the City, County, School District Interlocal Agreement for School Planning and Siting, Section 6.2.7 and Article 5 of the Martin County Land Development Regulations, Division 5, Section 5.83, the School District has determined that sufficient school capacity *exists* to serve the change in residential dwelling units proposed in this application to meet the school concurrency requirements under Florida Statute 163.3180.

School Capacity: This analysis is only used to serve as a review of the potential impact of the schools within the area of a future residential land use. School capacity <u>shall</u> be reserved for the above referenced project upon receipt of a final approval from the Martin County Growth Management Department. This concurrency reservation shall expire **three (3)** years from the date of issuance of this concurrency determination.

Comments: This determination does not guarantee that the students from the above referenced project will be assigned to attend a particular school(s). Please note if capacity demand should exceed existing availability, students may be housed in relocatable units.

Letter of No Objection w/Conditions: At this time we can provide a letter of no objection with the following conditions:

None.

School District Contact: Kimberly Everman, Capital Planner/Project Specialist Date Issued: 1/6/2021

Telephone: 772- 219-1200, Ext.30220 E-Mail: evermak@martinschools.org

S. Determination of compliance with legal requirements - County Attorney's Office

Review Ongoing

T. Determination of compliance with the adequate public facilities requirements - responsible departments

This development application is eligible for a Positive Evaluation of Adequate Public Facilities. The following evaluation summarizes the Positive Evaluation of Adequate Public Facilities:

Potable water facilities (Section 5.32.D.3.a, LDR) Service provider - Martin County Findings – positive evaluation Source - Utilities and Solid Waste Department Reference - see Section O of this staff report

Sanitary sewer facilities (Section 5.32.D.3.b, LDR) Service provider - Martin County Findings – positive evaluation Source - Utilities and Solid Waste Department Reference - see Section O of this staff report

Solid waste facilities (Section 5.32.D.3.c, LDR) Findings – in place Source - Growth Management Department

Stormwater management facilities (Section 5.32.D.3.d, LDR) Findings – positive evaluation Source - Engineering Department Reference - see Section M of this staff report

Community park facilities (Section 5.32.D.3.e, LDR) Findings – in place Source - Growth Management Department

Roads facilities (Section 5.32.D.3.f, LDR)
Findings – in place
Source - Engineering Department

Reference - see Section K of this staff report

Public safety facilities (Section 5.32.D.3.h, LDR) Findings – in place Source - Growth Management Department Reference - see Section P of this staff report

Public school facilities (Section 5.32.D.3.i, LDR) Findings – Positive evaluation Source - Growth Management Department Reference - see Section R of this staff report

A "positive" evaluation means that the project passes the evaluation test. (A "negative" evaluation means that the project fails the evaluation test.) A master site plan development order with a Positive Evaluation of Adequate Public Facilities does not authorize site development, is specific to the development order,

and is assignable or transferable only to the extent the development order is assignable or transferable. Maintenance of a valid development order is essential to the maintenance of a valid evaluation. An Evaluation of Adequate Public Facilities runs with the land, consistent with the development order on which it was based. A positive evaluation does not confer concurrency rights and is not binding on the County (Section 14.5.D., CGMP; Section 5.32.C.5, LDR)

U. Post-approval requirements

Approval of the development order is conditioned upon the applicant's submittal of all required documents, executed where appropriate, to the Growth Management Department (GMD), including unpaid fees, within sixty (60) days of the final action granting approval.

Please submit all of the following items in a single hard copy packet and in electronic pdf format (on disk or flash drive) with the documents arranged in the order shown in the list below. The 24" x 36" plans should be submitted rolled and in separate sets as itemized below.

Item #1:

Post Approval Requirements List: After approval the applicant will receive a letter and a Post Approval Requirements List that identifies the documents and fees required. Submit a copy of the Post Approval Requirements List.

Item #2:

Post Approval Fees: The applicant is required to pay all remaining fees when submitting the post approval packet. If an extension is granted, the fees must be paid within 60 days from the date of the development order. Checks should be made payable to Martin County Board of County Commissioners.

Item #3:

Recording Costs: The applicant is responsible for all recording costs. The Growth Management Department will calculate the recording costs and contact the applicant with the payment amount required. Checks should be made payable to the Martin County Clerk of Court.

Item #4:

One (1) copy of the recorded warranty deed if a property title transfer has occurred since the site plan approval. If there has not been a property title transfer since the approval, provide a certified letter stating that no title transfer has occurred.

Item #5:

One (1) 24" x 36" paper copy of the approved master site plan and phasing plan.

Item #6:

One (1) digital copy of master site plan in AutoCAD 2010 - 2014 drawing format (.dwg). The digital version of the site plan must match the hardcopy version as submitted.

Item #7:

Two (2) copies of the documents verifying that the campground has been adequately dedicated to the non-profit Operation 300 and recorded in the public records of Martin County, if applicable (see Items #1 and #3, Section F; and Item #9, Section G).

Item #8:

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Original and one (1) copy of the executed approved PUD zoning agreement.

Item #9:

One (1) blank USB flash/thumb drive, which will be utilized to provide the applicant with the approved stamped and signed project plans.

V. Local, State, and Federal Permits

Approval of the development order is conditioned upon the applicant's submittal of all required applicable Local, State, and Federal Permits, to Martin County prior to scheduling the pre-construction meeting.

W. Fees

Public advertising fees for the development order will be determined and billed subsequent to the public hearing. Fees for this application are calculated as follows:

Fee type:Fee amount:Fee payment:Balance:Application review fees:\$13,800.00\$13,800.00\$0.00

Advertising fees*: TBD
Recording fees**: TBD
Impact fees**: TBD

- * Advertising fees will be determined once the ads have been placed and billed to the County.
- ** Recording fees will be identified on the post approval checklist.

X. General application information

Applicant: Pulte Group

Garrett Dinsmore

4400 PGA Blvd, Suite 700 Palm Beach Gardens, FL 33410

304-290-6022

Garrett.dinsmore@pulte.com

Owner: Christ Fellowship Church, Inc.

Leo Abdella

5343 Northlake Blvd.

Palm Beach Gardens, FL 33418

561-799-7600 <u>leoa@sftoday.org</u>

Agent: Cotleur and Hearing

Daniel T. Sorrow, AICP 1934 Commerce Ln, Suite 1

Jupiter, FL 33458 561-747-6336

dsorrow@cotleur-hearing.com

Y. Acronyms

^{***}Impact fees required at building permit.

ADA	Americans with Disability Act
АНЈ	Authority Having Jurisdiction
ARDP	Active Residential Development Preference
3CC	Board of County Commissioners
CGMP	Comprehensive Growth Management Plan
CIE	Capital Improvements Element
CIP	Capital Improvements Plan
FACBC	Florida Accessibility Code for Building Construction
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
LDR	Land Development Regulations
_PA	Local Planning Agency
MCC	Martin County Code
MCHD	Martin County Health Department
NFPA	National Fire Protection Association
SFWMD	South Florida Water Management District
X//XX/XX/S A	Water/Waste Water Service Agreement

Z. Attachments

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Prepared By: Martin County Growth Management Department 2401 S.E. Monterey Road Stuart, FL 34996

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

RESOLUTION NUMBER _____

[REGARDING PHASE 1 FINAL SITE PLAN APPROVAL FOR HIGHPOINTE PUD WITH A CERTIFICATE OF PUBLIC FACILITIES RESERVATION]

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

- 1. Pulte Home Company, LLC submitted an application for Phase 1 final site plan approval for the Highpointe PUD project, located on lands legally described in Exhibit A, attached hereto.
- 2. Upon proper notice of hearing this Board held a public meeting on the application on September 28, 2021.
 - 3. At the public meeting, all interested parties were given an opportunity to be heard.

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

- A. The Phase 1 final site plan, attached hereto as Exhibit B, for the Highpointe project is approved. Development of Phase 1 of the Highpointe PUD project shall be in accordance with the approved final site plan attached hereto as Exhibit B.
- B. Failure to submit the required documents, plans and fees as required by Section 10.11, Land Development Regulations, Martin County Code, shall render approval of the Phase 1 final site plan for the Highpointe PUD project null and void.
- C. All required applicable state and federal permits and approvals shall be submitted to the Growth Management Department (GMD) prior to the commencement of any construction.
- D. All permits for Highpointe Phase 1 final site plan must be obtained within one year, by September 28, 2022. Development must be completed within two years, by September 28, 2023.
- E. This application is hereby determined to meet the requirements for and shall serve as a Certificate of Public Facilities Reservation as set forth in Section 5.32.D, LDR, Martin County Code.
- F. No land clearing is authorized prior to the mandatory pre-construction meeting for the project. Property corners and preservation areas shall be located by a licensed land surveyor and clearly marked in the field prior to the pre- construction meeting. Authorization for clearing to install erosion control devices and preserve barricades will be granted at the pre-construction meeting. No additional land clearing shall commence until a satisfactory inspection of the required control structures and

barricades has been obtained. Authorization for the relocation of gopher tortoises within the development, as provided for on state agency permits, may be granted by the Growth Management Department upon review of required permit materials. MARTIN COUNTY, FLA., LDR § 4.37

- G. The owner is not authorized to haul fill off of the site. The owner must comply with all County excavation and fill regulations.
- H. This resolution shall be recorded in the public records of Martin County. A copy of this resolution shall be forwarded to the applicant(s) by the Growth Management Department subsequent to recording.

DULY PASSED AND ADOPTED THIS 28th DAY OF SEPTEMBER, 2021.

ATTEST:	BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA
BY: CAROLYN TIMMANN CLERK OF THE CIRCUIT COURT AND COMPTROLLER	BY: STACEY HETHERINGTON, CHAIR
	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
	BY: KRISTA A. STOREY SENIOR ASSISTANT COUNTY ATTORNEY
ATTACHMENTS:	
Exhibit A, Legal Description	

Exhibit B, Revised Final Site Plan

Exhibit A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING COMPRISED OF ALL OF TRACTS 1 AND 2, AND A PORTION OF TRACTS 7, 8, 9 AND 16, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

TOGETHER WITH A PORTION OF TRACTS 15 AND 16, SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, IN ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

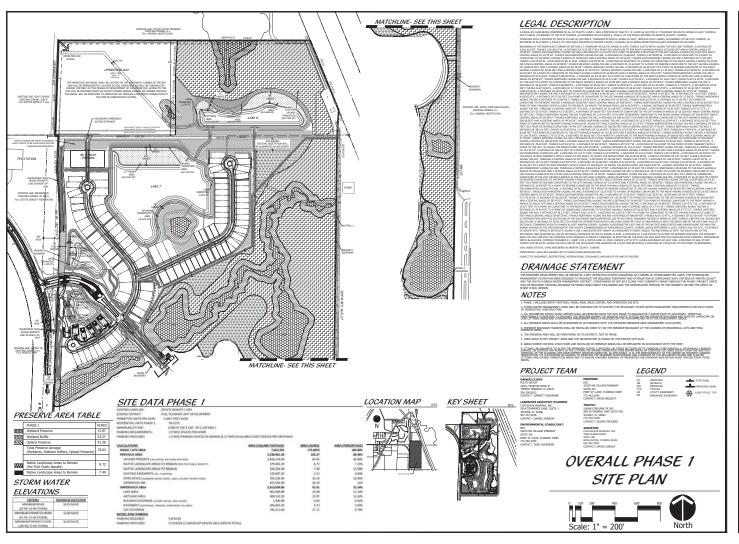
BEGINNING AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST; THENCE S.00°42'48"W. ALONG THE EAST LINE THEREOF, A DISTANCE OF 4.261.92 FEET: THENCE S.54°46'15"W.. A DISTANCE OF 9.25 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 14°09'20"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 12.35 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 29°25'26"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 25.68 FEET; THENCE S.39°30'08"W., A DISTANCE OF 29.04 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 19°53'20"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 17.36 FEET; THENCE S.59°23'28"W., A DISTANCE OF 86.37 FEET; THENCE S.63°32'35"W., A DISTANCE OF 50.89 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 36°08'01"; THENCÉ WESTERLY ALONG THE ARC A DISTANCE OF 31.53 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 05°18'39"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 92.69 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 19°41'53"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 17.19 FEET; THENCE N.65°56'09"W., A DISTANCE OF 58.29 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 26°57'40"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 23.53 FEET; THENCE N.38°58'29"W., A DISTANCE OF 40.70 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 60°58'23"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 53.21 FEET; THENCE N.21°59'54"E., A DISTANCE OF 16.67 FEET; THENCE N.43°51'20"W., A DISTANCE OF 7.86 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL OF 49°59'24"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 43.62 FEET; THENCE N.21°59'54"E., A DISTANCE OF 49°59'24"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 43.62 FEET; THENCE N.06°08'04"E., A DISTANCE OF 49.26 FEET; THENCE N.20°02'07"E., A DISTANCE OF 67.33 FEET; THENCE N.27°55'10"E., A DISTANCE OF 61.01 FEET; THENCE N.33°16'26"E., A DISTANCE OF 57.70 FEET; THENCE N.45°44'54"E., A DISTANCE OF 40.93 FEET; THENCE N.32°57'23"E., A DISTANCE OF 13.10 FEET; THENCE N.00°55'59"W.. A DISTANCE OF 49.43 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 47°52'14"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 41.78 FEET; THENCE N.46°56'16"E., A DISTANCE OF 64.84 FEET; THENCE N.34°38'27"W., A DISTANCE OF 12.67 FEET; THENCE N.03*05*22"E., A DISTANCE OF 57.50 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 17*58*32"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 15.69 FEET; THENCE N.14°53'10"W., A DISTANCE OF 52.83 FEET; THENCE N.03°16'33"W., A DISTANCE OF 75.49 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 106*03'41"; THENCE N.03°16'33"W., A DISTANCE OF 75.49 FEET TO A POINT OF NON TANGENCY WITH A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.16°59'05"E., A RADIAL DISTANCE OF 85.99 FEET; THENCE N.ORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 76°13'03", A DISTANCE OF 114.39 FEET; THENCE N.03°12'08"E., A DISTANCE OF 41.81 FEET; THENCE N.07°12'17"E., A DISTANCE OF 50.55 FEET; THENCE N.12°26'30"E., A DISTANCE OF 40.06 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 222.00 FEET AND A CENTRAL ANGLE OF 29°12'44"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 113.19 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 530.99 FEET AND A CENTRAL ANGLE OF 39°49'52"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 369.14 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 09°14'20"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 32.25 FEET; THENCE N.13°49'18"E., A DISTANCE OF 62.16 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 31°12'33"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 136.18 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 382.90 FEET AND A CENTRAL ANGLE OF 57°03'33"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 381.31 FEET; THENCE N.19°45'59"W., A DISTANCE OF 42.44 FEET; THENCE N.25°15'40"W., A DISTANCE OF 123.37 FEET; THENCE N.42°50'43"W., A DISTANCE OF 82.99 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 121.40 FEET AND A CENTRAL ANGLE OF 63°36'01"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 134.76 FEET; THENCE S.73°33'17"W., A DISTANCE OF 84.02 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 19°23'58"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 91.10 FEET; THENCE N.89°02'46"W., A DISTANCE OF 155.46 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 49°10'02"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 85.81 FEET; THENCE N.39°52'44"W., A DISTANCE OF 79.42 FEET; THENCE N.32°34'24"W., A DISTANCE OF 48.74 FEET; THENCE N.29°13'27"W., A DISTANCE OF 95.50 FEET TO THE POINT OF NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.60°25'28"W., A RADIAL DISTANCE OF 114.55 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 141°15'13", A DISTANCE OF 282.41 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 66.24 FEET AND A CENTRAL ANGLE OF 99°13'54"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 114.71 FEET; THENCE N.27°52'09"W., A DISTANCE OF 122.57 FEET; THENCE S.46°11'08"W., A DISTANCE OF 49.49 FEET TO THE POINT OF NON TANGENCY WITH A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.38°26'38"W., A RADIAL DISTANCE OF 167.73 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 82°54'05", A DISTANCE OF 242.69 FEET; THENCE S.40°11'34"E., A DISTANCE OF 148.55 FEET; THENCE S.48°07'29"W., A DISTANCE OF 167.32 FEET; THENCE S.49°33'51"W., A DISTANCE OF 167.32 FEET; THENCE S.49°33'51"W., A DISTANCE OF 167.32 FEET; THENCE S.49°33'51"W., A DISTANCE OF 167.32 FEET; THENCE S.54°24'26"W., A DISTANCE OF 42.34 FEET TO A POINT OF NON TANGENCY WITH A CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.66°43'44"W., A RADIAL DISTANCE OF 34.75 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 62°17'20", A DISTANCE OF 37.78 FEET TO A POINT OF COMPOUND CURVATURE TO THE RIGHT HAVING A RADIUS OF 299.68 FEET AND A CENTRAL ANGLE OF 07°24'29"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 38.75 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 85.70 FEET AND A CENTRAL ANGLE OF 13°32'56"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 20.27 FEET TO A POINT OF COMPOUND CURVATURE TO THE LEFT HAVING A RADIUS OF 293.41 FEET AND A CENTRAL ANGLE OF 08°52'02"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 45.41 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 205.00 FEET AND A CENTRAL ANGLE OF 12°23'26"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 44.33 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 25.50 FEET AND A CENTRAL ANGLE OF 36°08'59"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 16.09 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 241.82 FEET AND A CENTRAL ANGLE OF 22°55'53"; THENCE DISTANCE OF 16.09 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 241.82 FEET AND A CENTRAL ANGLE OF 22°S5'S7; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 96.78 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 46.50 FEET AND A CENTRAL ANGLE OF 40°58'23"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 33.25 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 65.24 FEET AND A CENTRAL ANGLE OF 32°43'28"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 37.26 FEET; THENCE S.61°28'32"W., A DISTANCE OF 39.71 FEET; THENCE S.57°23'10"W., A DISTANCE OF 40.18 FEET; THENCE S.60°43'39"W., A DISTANCE OF 121.39 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 60°59'25"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 54.90 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 244.05 FEET AND A CENTRAL CONTROL OF 10°33'42"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 44.99 FEET; THENCE S.64°17'57"W., A DISTANCE OF 123.07 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 259.42 FEET AND A CENTRAL ANGLE OF 17°31'19"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 17°31'19"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 17°31'19"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 17°31'19"; 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THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 684.99 FEET; THENCE N.02°15'47"E., A DISTANCE OF 317.64 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST; THENCE S.89°59'32"W. ALONG SAID OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST; HENCE 5.89 39 32 W. ALLONG SAIL SOUTH LINE, A DISTANCE OF 30.03 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 20.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST ONE-HALF OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, ALSO BEING THE EAST LINE OF THE 40 FOOT WIDE POSTED AND VIEWED RIGHT-OF-WAY FOR KANSAS AVENUE BY THE DECLARATION OF THE COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, DATED SEPTEMBER 5, 1923; THENCE N.01°58'42"E., A DISTANCE OF 834.99 FEET; THENCE N.89°59'32"E. ALONG A LINE LYING 834.49 FEET NORTH (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, A DISTANCE OF 2,218.93 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE FOR THE SUNSHINE STATE PARKWAY (FLORIDA'S TURNPIKE), AS DEPICTED ON THE RIGHT-OF-WAY MAP FOR THE SUNSHINE STATE PARKWAY, PREPARED BY SMITH & GILLESPIE, CONTRACT NUMBER 5.1, SHEET 4 OF 6, DATED JUNE 15, 1955; THENCE S.22°15'27"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 665.97 FEET; THENCE S.03°46'16"W. ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 8, A DISTANCE OF 218.59 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN MARTIN COUNTY, FLORIDA

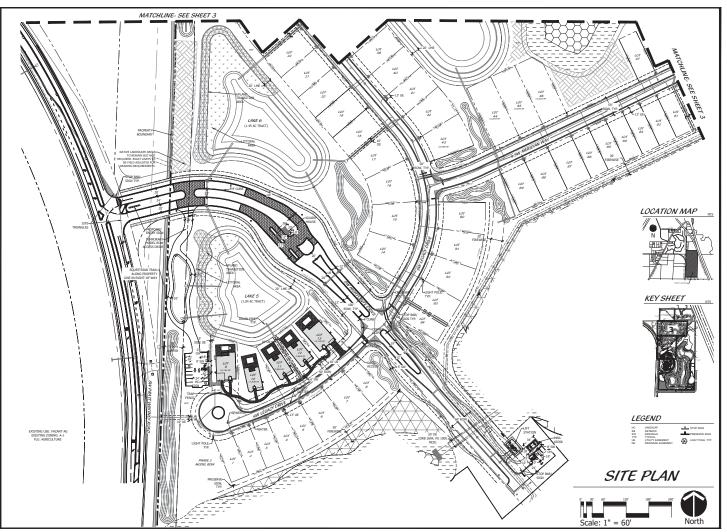
CONTAINING 7,6652.954 SQUARE FEET/175.6876 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

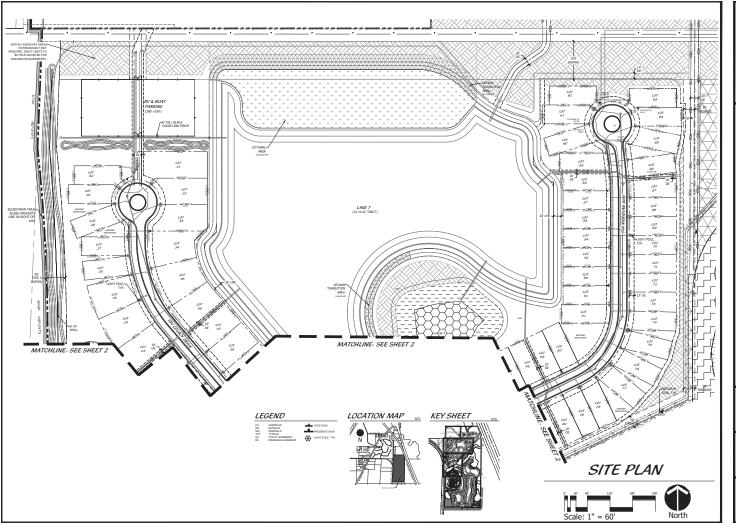
Exhibit B Final site plans to be attached



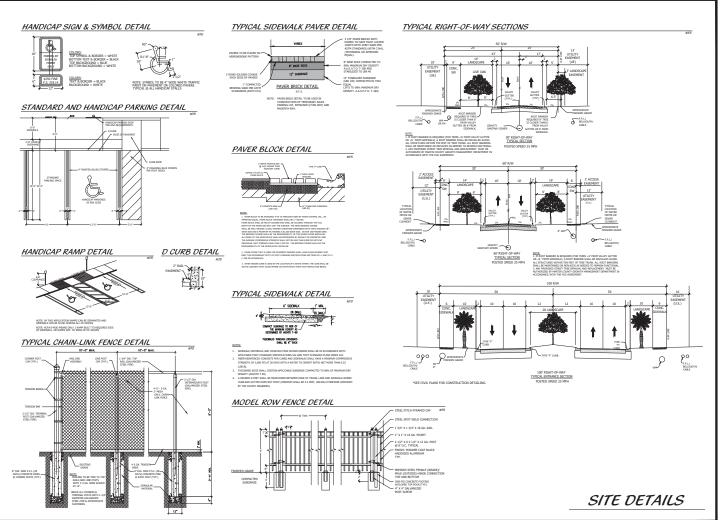




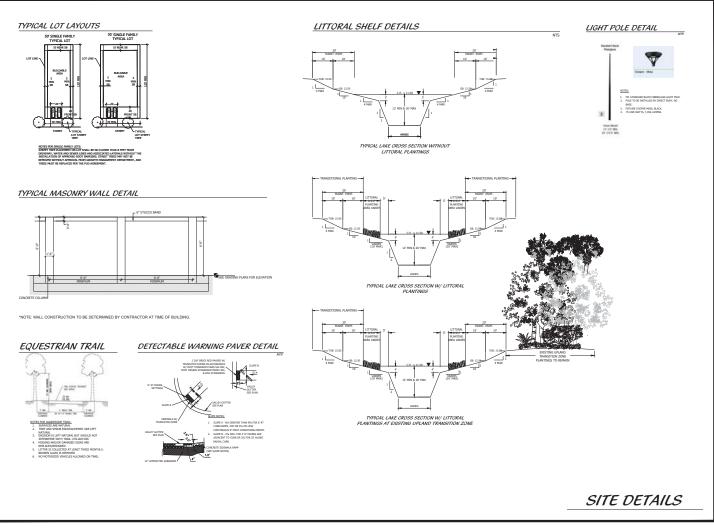




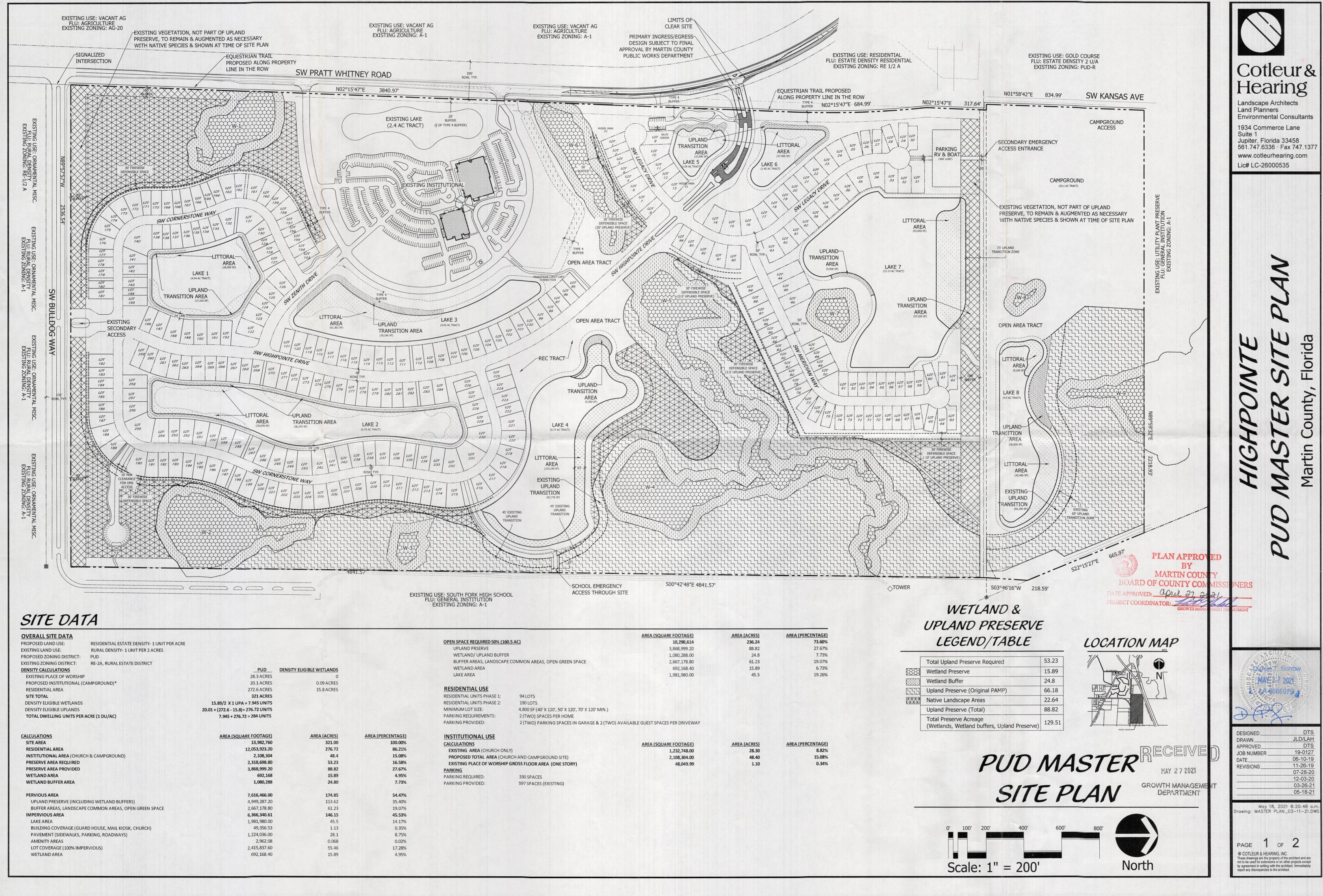












LEGAL DESCRIPTION

ALL OF TRACTS 1, 2, 7, 8, 9, 10 AND THE NORTH THREE QUARTERS OF TRACTS 15 AND 16, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, PUBLIC RECORDS OF PALM BEACH COUNTY (NOW MARTIN COUNTY), FLORIDA.

TOGETHER WITH THE SOUTH 834.49 FEET OF THAT PART OF TRACTS 15 AND 16, SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, OF SAID PLAT OF TROPICAL FRUIT FARMS, LYING WESTERLY OF THE RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE.

EXCEPTING THEREFROM THE RIGHT-OF-WAY DEEDED TO MARTIN COUNTY IN DEED BOOK 42, PAGE 517 AND DEED BOOK 42, PAGE 524, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

ALSO EXCEPTING THE RIGHTS-OF-WAY DEEDED TO MARTIN COUNTY IN OFFICIAL RECORD BOOK 111, PAGE 546 AND OFFICIAL RECORD BOOK 111, PAGE 551, AND OFFICIAL RECORD BOOK 111, PAGE 556, ALL OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

ALSO EXCEPTING THE RIGHT-OF-WAY FOR THE SOUTH FORK HIGH SCHOOL ACCESS ROAD, RECORDED IN OFFICIAL RECORD BOOK 494, PAGE 2683, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

ALSO EXCEPTING THE 40 FOOT POSTED AND VIEWED RIGHT OF WAY (KANSAS AVENUE) BY DECLARATION OF THE COUNTY COMMISSIONERS OF PALM BEACH COUNTY SEPTEMBER 5, 1923.

ALL OF THE ABOVE LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING COMPRISED OF ALL OF TRACTS 1, 8, AND 9, AND A PORTION OF TRACTS 2, 7, 10, 15 AND 16, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

TOGETHER WITH A PORTION OF TRACTS 15 AND 16, SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, IN ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA;

THENCE NORTH 02°15'47" EAST (AS A BASIS OF BEARINGS) ALONG THE WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID SECTION 17, A DISTANCE OF 461.64 FEET TO A POINT BEING ON THE NORTH LINE OF THE 130 FOOT WIDE STRIP OF LAND CONVEYED TO THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA, AS MENTIONED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 494, PAGE 2683 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

THENCE SOUTH 89°57'57" EAST ALONG SAID NORTH LINE, A DISTANCE OF 100.08 FEET TO A POINT BEING ON A LINE LYING 100.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID SECTION 17 AND THE POINT OF BEGINNING;

THENCE NORTH 02°15'47" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 3,840.97 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4,683.75 FEET, A CENTRAL ANGLE OF 684.99 FEET TO A POINT BEING ON A LINE LYING 50.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) SAID WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID SECTION 17;

THENCE NORTH 02°15'47" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 317.64 FEET TO A POINT BEING ON THE NORTH LINE OF THE NORTH LINE OF THE SOUTH LINE OF THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THE PRECEDING THREE (3) COURSES AND DISTANCES BEING COINCIDENT WITH THE EASTERLY RIGHT-OF-WAY LINE FOR PRATT & WHITNEY ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 111, PAGE 556, OFFICIAL RECORD BOOK 111, PAGE 551, OFFICIAL RECORD BOOK 111, PAGE 546 AND DEED BOOK 42, PAGE 524 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA

THENCE SOUTH 89°59'32" WEST ALONG SAID NORTH LINE, A DISTANCE OF 30.03 FEET TO A POINT BEING ON A LINE LYING 20.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST ONE-HALF OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, ALSO BEING THE EAST LINE OF THE 40 FOOT WIDE POSTED AND VIEWED RIGHT-OF-WAY FOR KANSAS AVENUE BY THE DECLARATION OF THE COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, DATED SEPTEMBER 5, 1923;

THENCE NORTH 01°58'42" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 834.99 FEET TO A POINT BEING ON A LINE LYING 834.49 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 8;

THENCE NORTH 89°59'32" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 2,218.93 FEET TO A POINT BEING ON THE SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE) AS DEPICTED ON THE RIGHT-OF-WAY MAP FOR THE SUNSHINE STATE PARKWAY AS PREPARED BY SMITH & GILLESPIE, CONTRACT NUMBER 5.1, SHEET 4 OF 6, DATED JUNE 15, 1955;

THENCE SOUTH 22°15'27" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 665.97 FEET TO A POINT BEING ON THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 8;

THENCE SOUTH 03°46'16" WEST ALONG SAID EAST LINE, A DISTANCE OF 218.59 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 8, ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 17;

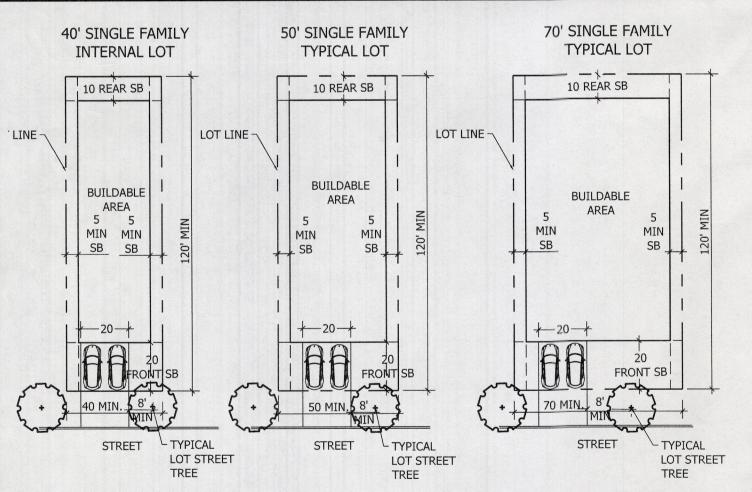
THENCE SOUTH 00°42'48" WEST ALONG THE EAST LINE OF SAID SECTION 17, ALSO BEING THE EAST LINE OF TRACTS 1, 8, 9 AND 16, TROPICAL FRUIT FARMS, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 4,841.57 FEET TO A POINT BEING ON THE NORTH LINE OF SAID 130 FOOT WIDE STRIP OF LAND CONVEYED TO THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA AS MENTIONED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 494, PAGE 2683 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

THENCE NORTH 89°57'57" WEST ALONG SAID NORTH LINE, A DISTANCE OF 2,536.54 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN MARTIN COUNTY, FLORIDA. CONTAINING 13,982,792 SQUARE FEET/321.00 ACRES MORE OR LESS.

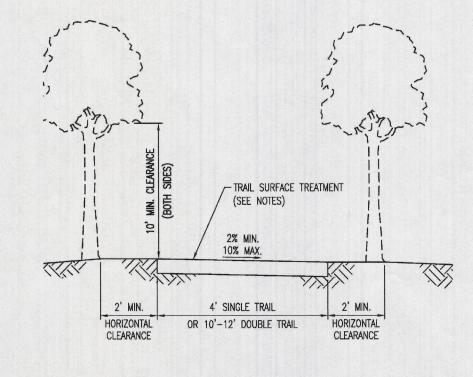
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

TYPICAL LOT LAYOUTS



NOTES FOR SINGLE FAMILY LOTS: STREET TREE PLACEMENT ON LOT SHALL BE NO CLOSER THAN 8 FEET FROM DRIVEWAY, WATER AND SEWER LINES AND ASSOCIATED LATERALS WITHOUT THE INSTALLATION OF APPROVED ROOT BARRIERS. STREET TREES MAY NOT BE REMOVED WITHOUT APPROVAL FROM GROWTH MANAGEMENT DEPARTMENT, AND TREES MUST BE REPLACED PER THE PUD AGREEMENT.

EQUESTRIAN TRAIL

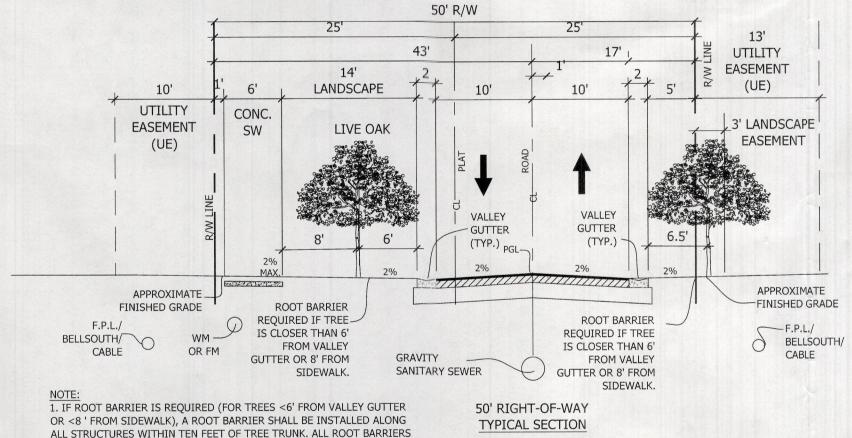


NOTES FOR AGGRESSIVE TRAIL: SURFACES ARE NATURAL

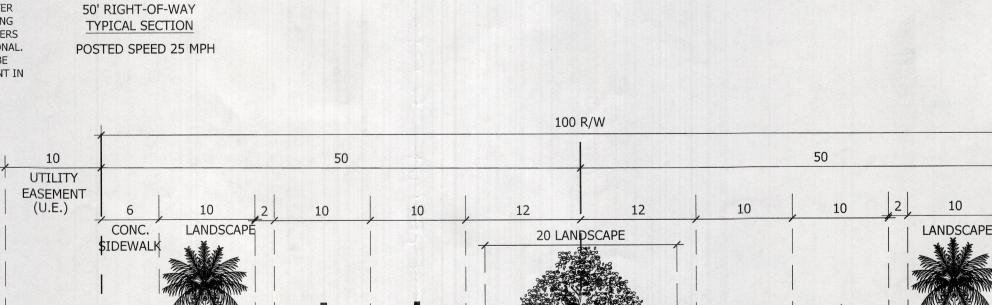
- TREE AND SHRUB ENCROACHEMNT ARE LEFT NATURAL
- EROSION IS LEFT NATURAL BUT SHOULD NOT INTERREERE WITH TRAIL UTILIZATION
- 4. MISSING AND/OR DAMAGED SIGNS ARE
- REPLACED/REPAIRED 5. LITTER IS COLLECTED AT LEAST TWICE MONTHLY;
- BROKEN GLASS IS REMOVED

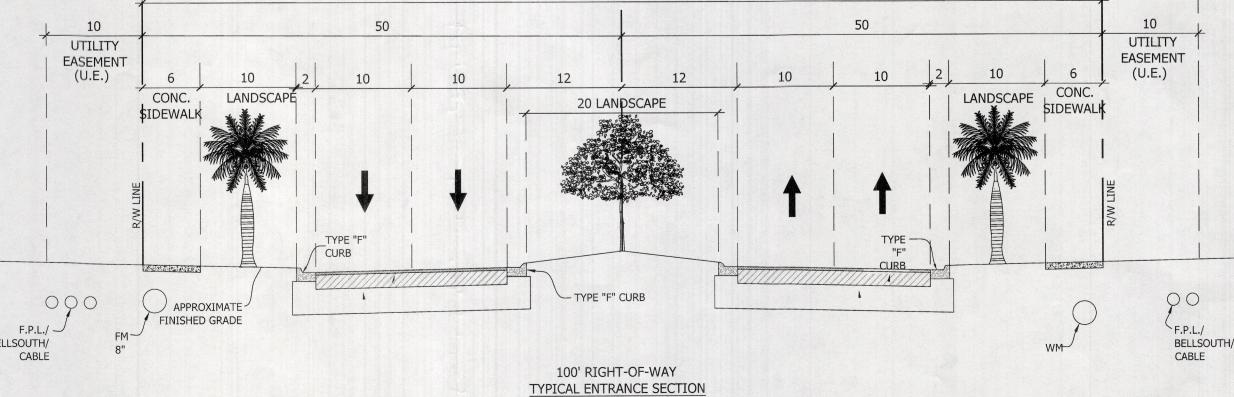
6. NO MOTORIZED VEHICLES ALLOWED ON TRAIL

RIGHT-OF-WAY SECTIONS



ALL STRUCTURES WITHIN TEN FEET OF TREE TRUNK. ALL ROOT BARRIERS SHALL BE MAINTAINED OR REPLACED AS NEEDED TO REMAIN FUNCTIONAL. 2. ANY PROPOSED STREET TREE REMOVAL AND REPLACEMENT MUST BE AUTHORIZED BY MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT IN ACCORDANCE WITH THE PUD AGREEMENT.





POSTED SPEED 25 MPH

2' ACCESS

EASEMENT

12'

UTILITY

EASEMENT

(U.E.)

APPROXIMATE

FINISHED GRADE

F.P.L./

TYPICAL

LOCATION

OF WATER

METER OR

CLEANOUT

SEWER

BELLSOUTH/

CABLE

*SEE CIVIL PLANS FOR CONSTRUCTION DETAILING.

PUD MASTER SITE PLAN

2' ACCESS

EASEMENT

12'

EASEMENT

1. IF ROOT BARRIER IS REQUIRED (FOR TREES <6' FROM VALLEY GUTTER

OR <8 'FROM SIDEWALK), A ROOT BARRIER SHALL BE INSTALLED ALONG

ALL STRUCTURES WITHIN TEN FEET OF TREE TRUNK, ALL ROOT BARRIERS

SHALL BE MAINTAINED OR REPLACED AS NEEDED TO REMAIN FUNCTIONAL

AUTHORIZED BY MARTIN COUNTY GROWTH MANAGEMENT DEPARTMENT IN

2. ANY PROPOSED STREET TREE REMOVAL AND REPLACEMENT MUST BE

ACCORDANCE WITH THE PUD AGREEMENT.

GUTTER

GRAVITY

60' RIGHT-OF-WAY

TYPICAL SECTION

POSTED SPEED 25 MPH

SANITARY SEWER

LOCATION

OF WATER

METER OR

CLEANOUT

APPROXIMATE

F.P.L./

FINISHED GRADE

BELLSOUTH/

CABLE

SEWER

Land Planners **Environmental Consultants**

1934 Commerce Lane Jupiter, Florida 33458 561.747.6336 · Fax 747.1377 www.cotleurhearing.com Lic# LC-26000535

Daniel T. Sorrow

DRAWN_ APPROVED_ JOB NUMBER 11-26-19 REVISIONS_ 07-28-20 12-03-20 03-26-21 05-18-21

May 18, 2021 8:20:48 a.m Prawing: MASTER PLAN_03-11-21.DW

PAGE © COTLEUR & HEARING, INC. These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.



Martin County, Florida Growth Management Department DEVELOPMENT REVIEW DIVISION

2401 SE Monterey Road, Stuart, FL 34996 772-288-5495 www.martin.fl.us

DEVELOPMENT REVIEW APPLICATION

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

A.	GENERAL INFORMATION	
	Type of Application:	

	Name or Title of Proposed Project:		
	Brief Project Description:		
	Was a Pre-Application Held? YES/NO	Pre-Application Mee	ting Date:
	Is there Previous Project Information?	YES/NO	
	Previous Project Number if applicable:		
	Previous Project Name if applicable:		
	Parcel Control Number(s)		
В.	PROPERTY OWNER INFORMATION		
	Owner (Name or Company):		
	Company Representative:		
	Address:		
	City:	, State:	Zip:
	Phone:	Email:	

Revised March 2019] Page 1 of 4 374

C. PROJECT PROFESSIONALS

Applicant (Name or Company):		
Company Representative:		
Address:		
City:		Zip:
Phone:	Email:	
Agent (Name or Company):		
Company Representative:		
Address:		
City:		
Phone:	Email:	
Contract Purchaser (Name or Company):		
Company Representative:		
Address:		
City:	, State:	Zip:
Phone:	Email:	
Land Planner (Name or Company):		
Company Representative:		
Address:		
City:		
Phone:	Email:	
Landscape Architect (Name or Company):		
Company Representative:		
Address:		
City:	, State:	Zip:
Phone:	Email:	
Surveyor (Name or Company):		
Company Representative:		
Address:		
City:		
Phone:	Email:	
Civil Engineer (Name or Company):		
Company Representative:		
Address:		
City:		Zip:
Phone:	Email:	

Revised March 2019] Page **2** of **4 375**

PROJECT PROFESSIONALS CONTINUED

Traffic Engineer (Name or Company):			
Company Representative:			
Address:			
City:	, State:	Zip:	
Phone:	Email:		
Architect (Name or Company):			
Company Representative:			
Address:			
City:			
Phone:	Email:		
Attorney (Name or Company):			
Company Representative:			
Address:			
City:			
Phone:	Email:		
Environmental Planner (Name or Con	npany):		
Company Representative:			
Address:			
City:			
Phone:	Email:		
Other Professional (Name or Company	y):		
Company Representative:			
	Address:		
			City:
Phone:	Email:	.	
Contification by Ducfordianala			

D. Certification by Professionals

Section 10.2.D.7., Article 10, Development Review Procedures, Land Development Regulations (LDR), Martin County Code (MCC) provides the following:

When reviewing an application for a development permit that is certified by a professional listed in s. 403.0877. F.S., the County shall not request additional information from the application more than three times, unless the applicant waives the limitation in writing. If the applicant believes the request for additional information is not authorized by ordinance, rules, statute, or other legal authority, the County, at the applicant's request, shall proceed to process the application for approval or denial. (125.022(1), Fla. Stat.)

This box must be check if the applicant waives the limitations.

Revised March 2019] Page **3** of **4 376**

Approalit of Agent Centification.	
I have read this application, and to the extent that I participated fully and accurately.	in the application, I have answered each item
Applicant Signature	4.15·20 Date
DANIE T. SORROW Printed Name	
NOTARY ACKNOWLED	DGMENT
STATE OF: Tonda COUNTY OF:	Palm Beach 15th
I hereby certify that the foregoing instrument was acknowled, 20, by	edged before me this day of
He on She is personally known to me or has produc	ed identification.
4 Allany Miller	Buttary Miller
STATE OF: BRITTANY Notary Public - S Commission a Commis	State of Florida 6 # GG 359925 es Nov 20, 2023
Applicant declares:	
He/she understands that this application is submitted pursuant to Comprehensive Growth Management Plan and Chapter 163, Pa Florida Statutes. The public record of this matter will consist of the materials prepared by the applicant and submitted to the Martin information or materials the Martin County Growth Management submitted through the Martin County Growth Management Departments of the Parker State o	art II (The Community Planning Act) of the his application, the exhibits, documents or other County Growth Management Department; Department may submit: public comment
He/she understands the application must be submitted during the County, Growth Management Department, 2401 SE Monterey Rapplication is the responsibility of the applicant. Applications not complete by the sufficiency due date will be returned.	Road, Stuart, FL 34996. Completeness of
Applicant/Owner: Signature of Applicant	STEPHEN P AUSTIN THE WALLE Printed Name
Applicant Agent:	
Signature of Agent (DANIEL T. SURROW

Note: The above noted agent, or owner, if no agent is listed, address and phone number will be used by the County as the single contact for all correspondence and other communication.

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1 JUPITER, FLORIDA • 33458 \$561.747.6336 \$\frac{1}{45}561.747.1377

Presented to:
Martin County Growth Management
2401 SE Monterey Rd
Stuart, FL 34996

HIGHPOINTE

MAJOR FINAL SITE PLAN APPLICATION

FORMAL SUBMITTAL NOVEMBER 20, 2020

Presented by: Cotleur & Hearing 1934 Commerce Lane, Suite 1 Jupiter, FL 33458



Martin County, Florida Growth Management Department DEVELOPMENT REVIEW DIVISION

2401 SE Monterey Road, Stuart, FL 34996 772-288-5495 www.martin.fl.us

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Site Plan Application Checklist

(Non-PUD, New or Revised, Minor or Major Development, Master and/or Final)

Please include the following items in the order shown below. In addition, if any item is not included, please identify the item and the reason for its exclusion in the narrative.

\checkmark	1.	APPLICATION: Please use the new application form. Application
\checkmark	2.	AFFIDAVIT: Complete the affidavit for digital submission. Affidavit for digital submission
√	3.	The 8 1/2 by 11-inch documents shall also be submitted digitally, on one disc or flash drive. Bookmark all the documents as indicated in the Checklist. One paper packet must also be submitted
√	4.	When submitting large format plans (24 X 36") digitally, each of the plans should be submitted on either a disc or flash drive. Do NOT scan the plans but save the original .dwg or other file type as a .pdf at a minimum of 24x 36 inches and 300 dpi. Include two full-size hard copies of each plan.
√	5.	NARRATIVE: A complete project narrative including what is being requested, the location and size of the subject property.
\checkmark	6.	A check made payable to the Martin County Board of County Commissioners per the Development Review Fees. Development review fee schedule
√	7.	POWER OF ATTORNEY: A notarized power of attorney authorizing an agent to act on the owner behalf.
\checkmark	8.	RECORDED DEED: A copy of the recorded deed(s) for the subject property.
√	9.	PROPERTY TRANSFER: A certification of any property transfer since the property was deeded to the current property owner. If there has not been a property title transfer since the recorded deed, provide a certified statement that no title transfer has occurred.
√	10.	LEGAL DESCRIPTION: Full legal description including parcel control number(s) and total acreage on 8 1/2 x 11 document.
	11.	UNITY OF TITLE: A completed, unexecuted, draft unity of title including the full legal description, total site acreage, and parcel control number(s). Unity of title form
\checkmark	12.	LOCATION MAP: A location map (8 1/2 x 11) showing the property and all major and minor roadways in and adjacent to the property with the property clearly outlined.

\checkmark	13.	ADEQUATE PUBLIC FACILITIES: An adequate public facilities compliance statement; specifying a reservation, deferral or an exemption.
	14.	If available, land dedication documentation.
\checkmark	15.	EXCAVATION FILL AND HAULING: Engineer's Opinion of Probable Excavation, Fill and Hauling signed and sealed by a licensed Florida professional engineer and if practicing through a duly authorized engineering business, the name, address and certification of authorization number o the engineering business. Excavation fill and hauling
✓	16.	STORMWATER REPORT OR CALCULATIONS (Final Site Plan approval): A stormwater management report that is signed and sealed in accordance with the Florida Administrative Code (F.A.C.) 61G15-23.002 by a licensed Florida professional engineer. The report cover sheet and index sheet shall be signed and sealed; the report must clearly demonstrate compliance with Article 4, Division 9, Section 4.383, Martin County Land Development Regulations and its referenced Stormwater Management and Flood Protection Standards for Design and Review.
	17.	MASTER STORM WATER REPORT (Master Plan only approval): A master storm water report signed and sealed by a licensed Florida professional engineer and if practicing through a duly authorized engineering business, the name, address and certification of authorization number of the engineering business, to establish the pre-development stormwater runoff discharge rate and provide a discussion on how the water quality is proposed to be treated (i.e. via swales, exfiltration trenches, dry retention, wet detention, etc.).
✓	18.	STORMWATER MAINTENANCE PLAN (Final Site Plan approval): A stormwater maintenance plan shall be included within this report. Section 4.386, Land Development Regulations, Martin County.
√	19.	TRAFFIC IMPACT ANALYSIS: A traffic impact analysis or statement signed and sealed by a licensed Florida professional engineer and if practicing through a duly authorized engineering business, the name, address and certification of authorization number of the engineering business.
\checkmark	20.	EVACUATION PLAN: An emergency evacuation plan if the property is located within Hurricane Surge Zone, if project includes residential development. Hurricane surge map
\checkmark	21.	FIRE WILDFIRE SCORESHEET: A Florida Wildfire Risk Assessment Scoresheet, if project includes residential development. Wildfire risk assessment scoresheet
\checkmark	22.	SCHOOL IMPACT WORKSHEET: A school impact worksheet, if project includes residential development. School impact worksheet
	23.	ENVIRONMENTAL ASSESSMENT: An environmental assessment of the property pursuant to Section 4.32., LDR, Martin County, Fla. (2013) and State issued wetland delineation. (Note: A Phase 1 ESA does not satisfy this requirement.)
	24.	ENVIRONMENTAL WAIVER (Final Site Plan approval): Environmental waiver, when appropriate. (Separate fee required, see fee schedule) Environmental waiver application

\checkmark	25.	PAMP (Final Site Plan approval): A preserve area management plan, if the environmental assessment identifies wetlands or native habitats that are required to be preserved.
	26.	LANDSCAPING ALTERNATIVE COMPLIANCE (Final Site Plan approval): A Landscaping Alternative Compliance Request justification statement that identifies the proposed modifications to the code, if applicable.
	27.	CRA ALTERNATIVE COMPLIANCE (if applicable): A CRA Alternative Compliance Request justification statement that identifies the proposed modifications to the code.
√	28.	UTILITIES LETTERS: Letters documenting the availability of phone, cable, electric and solid waste pick-up services for the proposed development.
√	29.	PROPOSED WATER SOURCES: The proposed utilities and irrigation water sources including any proposed use of wells and septic systems.
√	30.	GROUNDWATER MODEL: If groundwater or surface water withdrawal is proposed, a computer ground water model shall be included unless the applicant has or will be granted a SFWMD permit allocating less than or equal to 3 MGM (or 100,000 GPD) shall be granted approval for compliance to ground water protection review.
√	31.	UTILITIES WATER & WASTEWATER SERVICE AGREEMENT INFORMATION FORM: If the utility provider is Martin County Utilities, submit the completed Information Sheet. Information sheet
	32.	UTILITY CERTIFICATION: If the utility provider is not Martin County Utilities, submit the completed Water and/or Wastewater Utility Service Certification form. Utility service certification
	33.	PHASING PLAN (Master Site Plan approval): Phasing plan with timetable for completion of each phase, when applicable.
\checkmark	34.	PROPERTY OWNERS (Major Development requiring Public Hearings only): Certified list of property owners to be notified by letter of the public hearings, pursuant to Section 10.6.E., LDR, MCC.
\checkmark	35.	AERIAL PHOTO: Recent aerial photograph of the site with the property clearly outlined.
\checkmark	36.	Electronic files of the master and/or final site plan in AutoCAD 2004 to 2017 (.dwg) and Adobe (.pdf) formats. The Adobe version must be 24 x 36 and 300 dpi.
\checkmark	37.	Electronic file of the boundary survey in AutoCAD 2010 to 2017 (.dwg) format.
√	38.	SURVEY: A boundary survey of the entire site including the legal description, parcel control number(s) and acreage, certified within 180 days of the date of this application, signed and sealed by a licensed Florida professional surveyor and mapper.

√	39.	SURVEY: A topographic survey of the project site that extends a minimum of 200 feet outside the proposed limits of construction (or until a discernible drainage basin boundary is reached). The topography must be collected at an interval adequate to generate one-foot contours. The date of the field survey must be within 180 days of the date of this application; the survey must be signed and sealed by a licensed Florida professional surveyor and mapper.
\checkmark	40.	SITE PLAN: The master and/or final site plan. Site plan template
\checkmark	41.	Provide utilities-related calculations (as applicable) including lift station, fire flow (non-residential) irrigation (if using potable or reclaimed) and grease interceptor sizing.
	42.	Copies of any previously approved site plans.
√	43.	A land clearing and erosion control plan on a single page signed and sealed by a licensed Florida professional engineer and if practicing through a duly authorized engineering business, the name, address and certification of authorization number of the engineering business. (Final Site Plan approval)
√	44.	CONSTRUCTION PLANS: Construction plans signed and sealed by a licensed Florida professional engineer and if practicing through a duly authorized engineering business, the name, address and certification of authorization number of the engineering business. (Final Site Plan approval)
	45.	A floor plan for each floor within the proposed structures including the identification of the proposed use(s) and the area of the proposed use(s). (Final Site Plan approval)
	46.	Architectural drawings including elevation drawings to demonstrate compliance with commercial and residential design standards.
\checkmark	47.	A landscape plan. (Final Site Plan approval)
√	48.	A tree survey that identifies protected trees as defined in Section 4.666 of the LDR. (Final Site Plan approval)
\checkmark	49.	A lighting plan. (Final Site Plan approval)
	50.	Commercial Design drawings must be prepared by a FL licensed architect. [Section 4.871C, LDR] (Final Site Plan approval)
\checkmark	51.	DISCLOSURE of INTEREST AFFIDAVIT: Please submit a completed financial disclosure affidavit form. [Section 10.5.D.1., LDR] Disclosure of Interest Affidavit
\checkmark	52.	NOTICE SIGN: Not more than ten days after a development application has been determined to be sufficient for review, post the property with a noticing sign and submit a certified statement of installation and photos.

RESOURCES: Martin County Development Review Webpage



Martin County Development Review Digital Submittal Affidavit

I, Rachel Plummer,	attest that the electronic version included for
for sufficiency, excluding any requested meters. All requested modifications, if any	y of the documents that were submitted odifications made by the sufficiency review y, have been completed and are included
with the packet.	
Applicant Signature	10-22-2020 Date
Planning Technician Cotleur & Hearing	

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1934 COMMERCE LANE * SUITE 1 JUPITER, FLORIDA * 33458 \$561.747.6336 \$\Bigsigmu 561.747.1377

HIGHPOINTE

Major Final Site Plan Narrative

October 23, 2020

Introduction

On behalf of Christ Fellowship Church, Inc., please accept this as the narrative for the Major Final Site Plan application of Phase 1 of the proposed Highpointe project within Martin County. The property, located at 10205 Pratt Whitney Road in Stuart, is approximately 321 acres and is composed of seven parcels owned by the same entity, Christ Fellowship Church Inc. The Parcel Control Numbers of each parcel are listed below. Phase 1 of the proposed project includes 175.49 acres and proposed 94 single family homes.

The Major Final Site Plan application proposes a residential single-family home development on most of the property, including an amenity center, model home center and sales center. There is also an area of approximately 20 acres dedicated for an Operation 300 campground on the northwest corner of the site. The PUD Zoning and Master Site Plan is anticipated to be approved concurrently with a Comprehensive Plan Amendment to change the land use of the property from *rural density* to *estate density* to allow for single-family homes on the allotted acreage, up to one unit per acre.

Location

This property is located at 10205 Pratt Whitney Road in Stuart, west of the Florida Turnpike, east of SW Pratt Whitney Road, and north of SW Bulldog Way.

Parcel Control Numbers

The following Parcel Control Numbers refer to the seven parcels owned by Christ Fellowship that will be included in the concurrent PUD Rezoning application, Comprehensive Plan Amendment application and Major Final Site Plan application.

PCN	Acreage	Land Use	Zoning
083941000015000209	4.59	Rural Density	RE-2A
083941000015000300	41.10	Rural Density	RE-2A
173941000001000004	38.40	Rural Density	RE-2A
173941000002000002	53.86	Rural Density	RE-2A
173941000007000109	144.21	Rural Density	RE-2A
173941000008000205	9.97	Rural Density	RE-2A
173941000008000107	29.16	Rural Density	RE-2A

<u>History</u>

The site is currently mostly vacant, except for the existing Christ Fellowship Church on the western edge of the property. The latest site plan approval for the church was done in 2017 under Martin County project number C148-001. A significant portion of the project site contains protected wetlands and conservation uplands. A PUD Rezoning and Master Site Plan is currently under review with the County and is anticipated to be approved in December 2020.

Land Use and Zoning

The following tables depict the project site's existing and proposed land use and zoning, as well as the existing surrounding land uses and zoning.

EXISTING USE	EXISTING LAND USE	PROPOSED LAND USE	EXISTING ZONING	PROPOSED ZONING
Church and Vacant	Rural Density	Estate Density	RE-2A	PUD

BOUNDARY	EXISTING USE	LAND USE	ZONING
NORTH	Vacant	General Institutional	PS-2
SOUTH	Residential	Rural Density	A-1
WEST	Agricultural	Agricultural	A-1 / AG-20A
EAST	Institutional/School	General Institutional	A-1

Residential Density Calculation

Per Martin County code section *4.2.F. Density Transfers*, on-site wetland acreage can be used towards residential density calculations at a rate of one dwelling unit per 0.5 acre of wetland. Since the site has 15.89 acres of wetland, the total density eligible wetland acreage would be 7.945.

Density Calculations, Pulte at Christ Fellowship PUD

	PUD	Density Eligible Wetlands	Density Eligible Uplands
Existing Place of Worship	28.3	0	0
Proposed Institutional (Operation 300)*	20.1	0.09	20.01
Residential Area	272.6	15.8	256.71
Site Total	321	15.89	276.72

Utilizing Policy 9.1G.2(8)) of the County's Comprehensive Plan, we calculated residential density for this project with the following calculation: (1/2 x wetland acreage X gross density)+(density eligible upland acreage x estate density). Please see below for calculation details:

 $(0.5 \times 15.89 \text{ acres of density eligible wetlands})(1 \text{ UPA}) + (276.72 \text{ acres of density eligible uplands})(1 \text{ UPA})= 284.664 = 284 \text{ maximum units allowed for the entire project area.}$

284 units/ 321 acres= 0.88 units per acre

The Phase 1 Plan proposes 94 homes, which leaves 190 allowable homes remaining for the future Phases.

Housing Types

The PUD will allow for a variety of single-family detached homes. Single-family lots will be a minimum or 40, 55, or 70 feet wide; all lots will be at least 130 feet deep. These four distinct housing types will encourage families of different incomes, backgrounds, demographics, and sizes to live within the community, promoting diversity and equity in Martin County.

Phasing

There are two planned phases for the PUD, illustrated in the Phasing Plan of the PUD Rezoning and Master Site Plan application. The first phase will be to develop the northern half of the property, including the Operation 300 campground. If built out to the maximum density allowed, 96 lots may be constructed, we are only proposing 94 lots with this application. The second phase would be the southern half of the property, including the recreation center, and if built out to the maximum density allowed, 190 lots may be constructed.

Environment

The existing upland preserve and wetlands on-site will remain mostly untouched and will be preserved on the eastern and northeastern side of the project site. The approved preserve boundaries will remain the same as they were when accepted as part of the approved PAMP and District Conservation Easement. The proposed project would include the removal of exotic species, which would improve the health and function of the local ecosystem and return it to a more endemic state. Gopher tortoise burrows were also observed and measures to protect and relocate this listed species to ensure they are placed in a more suitable location. This treatment of the preserve areas will provide a healthier ecosystem for the native wildlife.

Christ Fellowship Church

The Christ Fellowship Church, which includes one worship center and worship center annex, is approximately 49,500 square feet. The latest site plan approval for the church was done in 2017 under Martin County project number C148-001, and the site will remain unchanged. The community will have access to the church site, but access will be restricted by gates in order to prohibit through traffic. The Christ Fellowship Church will be buffered from the surrounding residential areas to ensure religious services and events do not interfere with the residents. The proposed development will maintain all existing access, drainage, utilities, and environmental elements of the existing church site.

Operation 300 Gold Star Camp

Operation 300 is a non-profit organization created in honor of SOC Aaron C. Vaughn. The organization provides mentorship to children who have lost parents in military service. Each child is partnered with a father-aged male who mentors and spends the weekend doing activities with the child at the Operation 300 camp, allowing them to share their burdens and ask difficult questions they may not be comfortable asking their mothers. Each camp has typically between 40 and 50 children, and the weekend experience introduced the children to activities as sailing, canoeing, archery, fishing and one-on-one mentorship with a paternal figure. This break in their everyday life connecting with other children that understand their feeling of loss and adult figures that are trained to communicate and navigate the pain of the loss of a parent. While we as adults understand the hero sacrificed his or her life defending our country and our liberties, this sacrifice does not necessarily translate to the children left behind who may not fully grasp why their father no longer comes home.

Registration for the seven Operation 300 weekend event dates in 2019 has already been filled, and there are an estimated twelve camp events planned for 2020. Martin County is recognized on a national level for hosting Operation 300 and the work they do for Gold Star families. Having this camp available to the community will bring immense value to the area and will support the mission of the non-profit, "to provide mentorship to children of the fallen, honor the sacrifice of those who've given their all for our freedom,

and promote patriotism and service in our communities". This provides an immense patriotic and civic opportunity for the residence of our community. Local volunteers who support the mission of Operation 300 do everything from set-up, logistics, one-on-one mentoring and raising funds to fully fund the work.

The camp will be constructed during the first of two phases of development of the entire PUD. Access to the camp will not be provided from within the PUD but will instead come from the County-owned Kansas Avenue, off Kanner Highway. Kansas Avenue will be improved to meet transportation needs created by the camp.

There will be four main buildings constructed on the campgrounds. The first one to be built will be the multi-purpose storage structure, approximately 100'x100' pole-barn utilized for the storage of camp and activity equipment. The second will be a small, 50'x50' barn for potential temporary farm animals. The third building will serve as a general gathering space for meetings and activities. Finally, the last constructions will be eight, 20'x15' cabins without plumbing and four bunk house structures approximately 30'x50' with indoor plumbing. The proposed development will provide utility and drainage connections for future service to the campgrounds.

Schools

The project site is located within a two-mile radius of the Crystal Lake Elementary School and the South Fork High School. The Dr David L Anderson Middle School is just outside the two-mile radius but is still easily accessible from the property site for those families with middle-school-aged children. The southeast corner of the project area will feature a pedestrian access to the South Fork High School for students of the community who are able to and prefer to walk to school.

Adequate Public Facilities Statement

Due to the existing infrastructure constructed as a part of the Christ Fellowship Church, Martin County utilities are already available on-site. As such, the project does not propose alteration of the existing infrastructure and will utilize the associated water and sanitary force mains for service. The site is located within the Secondary Urban Service District and a utilities letter was provided by the County confirming that potable water, wastewater, and irrigation water services would adequately be provided to the project. Letters were also provided by Waste Management and TECO Partners ensuring waste management and natural gas services would be available for Highpointe. These letters are included in this application as Item 22.

Stormwater Management System

The development will be served by a proposed master stormwater drainage system design to satisfy the treatment and attenuation criteria of Martin County and the South Florida Water Management District. The master system will accommodate existing drainage flows from off-site contributing areas and the existing Christ Fellowship Church. The system will be sized to accommodate the future Operation 300 drainage requirements.

Landscape and Irrigation

Landscaping and irrigation standards within this project will abide by the Martin County Land Development Regulations, Site Development Standards, Division 15. – Landscaping, Buffering and Tree Protection. The only deviation from the Land Development Regulations will be buffer requirements for lakes. The PUD aims to provide aesthetic vistas to the proposed and existing lakes, therefore perimeter buffers for recreation centers and residences will not be required when adjacent to lakes.

Traffic and Access

Main access to and from Highpointe will be provided from County Road 711, also known as Pratt Whitney Road. A secondary access will be available from Bulldog Way, but this access will be for emergency vehicles and residents only. The Operation 300 campground will not be accessible from within the PUD, but will instead be reachable through Kansas Avenue, located north of the property boundary. At buildout, the proposed PUD will generate 3,240 daily trips; with 243 trips during peak morning hours and 331 trips during peak evening hours. Per the traffic impact analysis, the trips created by this development will not cause levels of service to fall below acceptable levels in the future, and the project is deemed consistent with transportation concurrency requirements.

Compatibility with Comprehensive Plan

The proposed Major Final Site Plan Application is consistent with all policies under **Objective 2.1A**, which states "Text amendments to the CGMP and amendments to the FLUM shall allocate land use so as to provide for compatibility with existing development and long term planning goals" after the Comprehensive Plan Amendment 19-19 is approved by the Board of County Commissioners on February 18, 2020. Highpointe will not support developments that exceed 15 units per acre, buildings of more than four stories, and building height of more than 40 feet, per **Policy 2.1A.1**. The project is consistent with **Policy 2.1A.2** by preventing the development of commercial or industrial uses in an area surrounded by low density residential developments. Additionally, **Policy 2.1A.3** is met by ensuring that the subject project has a comparable residential density as those surrounding residences.

Wetlands on site will also be preserved, per **Objective 2.2A**, **Policy 2.2A.1**. The proposed development will consistent with **Policy 2.2A.4**, which states that "Development plans shall provide restoration of the natural hydroperiod to the maximum extent technically feasible, and shall provide for buffers, exotic vegetation removal, long term maintenance guarantees, and any other actions necessary to assure the continuing values and functions of the wetland area". **Objective 2.2B** is aimed at preserving native upland habitat when it is used by threatened and endangered flora and fauna. **Policy 2.2B.1** states that at least 25% of existing upland native habitat should be preserved in developments, and the proposed project ensures that the existing upland habitat is almost entirely preserved. Per **Policy 2.2B.3**, gopher tortoises were found onsite and although their native habitat will be preserved, appropriate measures will also be taken to ensure they are relocated to a more suitable location, and a 100% Gopher Tortoise Survey will be required prior to any clearing of the site.

The project site is located within the Secondary Urban Service District (USD), and with a proposed density of one dwelling unit per acre, the project contributes to **Objective 4.7B** of the Comprehensive Plan; "To concentrate rural and estate densities not exceeding one unit per gross acre in Secondary Urban Service Districts, where a reduced level of public facility needs are programmed to be available at the base level of service adopted in the Capital Improvements Element". **Policy 4.7B.1** states that Estate Density land uses are allowed within Secondary USD, therefore the project is in compliance with the policy. The proposed density of one unit per acre also fulfills **Policy 4.7B.4**, which requires that residential developments in Secondary USDs have density of no higher than one dwelling unit per acre in Estate Density and one unit per two acres in Rural Density.

Highpointe also supports **Objective 4.9C**, "To ensure that the Land Development Regulations provide for residential zoning classifications allowing for flexibility in site design and land use mix". **Policy 4.9C.1(2)** states that at a minimum, residential zoning shall provide for "PUDs to encourage creativity in development, design, protection of open space and protection of environmental features, and a mix of residential and non-residential land uses".

The allowable housing types per the project's proposed PUD regulations are consistent with **Goal 6.1**, "To provide a diverse housing stock adequate to serve the needs of current and future populations of Martin County, consistent with the desired development character of the County". With the three different sizes of single-family homes and the possibility to construct multifamily units, **Policy 6.1B.1**, "Zone lands for housing" and **Policy 6.1B.2** "Provision of varied housing types" are achieved. The different housing types permitted within the project area will encourage diversity and will allow for a variety of family sizes, incomes, and demographics to reside within the area.

Highpointe will also contribute to **Objective 9.1A**, "To ensure the air quality in Martin County continues to meet or surpass National Ambient Air Quality Standards for all pollutants measured by the FDEP". **Policy 9.1A.2** reaffirms the importance of alternate transportation methods in regard to the reduction of air-polluting emissions. The

proposed development will be fully interconnected through a sidewalk network, which will connect residents to each other as well as to the Christ Fellowship Church and the adjacent high school. Being a private, gated community, the low number of vehicular trips within the community will also encourage bicycling within the project site, as well as to the surrounding areas.

Objective 13.1B is also partially achieved through this project. The objective is "*To enhance the quantity of groundwater recharge and maintain desirable groundwater levels*". Highpointe conforms with **Policy 13.1B.6**, which is for "[...] *regional stormwater retention/detention systems shall be located in areas of depressed groundwater levels and/or impacted wetlands and shall be designed to enhance groundwater recharge*". This policy is accomplished through the conservation and preservation of the numerous existing wetlands and lakes onsite. Stormwater retention/detention will be achieved through the existing natural or minorly altered hydrologic system and features within the project area.

We look forward to working with Martin County on this project. Please contact me with any questions.

Sincerely,

Daniel T. Sorrow, PLA, AICP, LEED AP BD+C

Cotleur & Hearing

1934 Commerce Lane, Suite 1

Jupiter, FL 33458 561.747.6336 Office

June 21, 2019

Mr. Paul Schilling Senior Planner Martin County 2401 SE Monterey Road Stuart, FL 34996

Dear Mr. Schilling,

Please be advised the undersigned, **Christ Fellowship Church, Inc.** is the owner of the subject parcel of approximately 321 acres of land located at 10205 SW Pratt Whitney Road. The undersigned does hereby consent to the filing of an application for Comprehensive Plan Amendment and PUD Zoning and Master Site Plan approval with the Growth Management Department of Martin County, Florida and does authorize Cotleur & Hearing, Inc. and Pulte Group, as representatives and agent on behalf of the undersigned in connection with such filing to sign the following:

- 1. Application, affidavits, and other legal documents regarding the Comprehensive Plan Amendment.
- 2. Application, affidavits, and other legal documents regarding the PUD Zoning and Master Site Plan.

	Thom p Mell 6/36/19
	Signatory Authority Date
	Thomas D Mullins Printed Name
	STATE OF Florida NOTARY ACKNOWLEDGEMENT
	COUNTY OF Palm Blach I hereby certify that the foregoing instrument was acknowledged before me this 26th day of
	He or she spersonally known to me or has produced as identification.
/	Notary public signature
<	Printed Name STATE STATE OF THE STATE OF TH
	State of HOUNG at Jarge Bonded Thru Budget Notary Services

Record and Return to: The Tulio Law Firm Title Processing Center 35412 Chancey Road Zephyshills, FL 33641 Rec Fees \$35.50 Doc Stamps \$26250.00

Prepared by and return to:
John Fenn Foster, Esq.
Foster & Fuchs, P.A.
4425 Military Trail Suite 109
Jupiter, FL 33458
561-799-6797
File Number: CFC-Martin Pres

INSTR # 2326030

OR BK 02571 PG 1380

Pss 1380 - 1383; (4pss)

RECORDED 04/13/2012 12:29:13 PM

MARSHA EWING

CLERK DF MARTIN COUNTY FLORIDA

DEED DOC TAX 26,250.00

RECORDED BY S Phoenix

Space Above This Line For Recording Data

Warranty Deed

This Warranty Deed made this 12th day of April, 2012 between Taylor Morrison of Florida, Inc., a Florida corporation, whose post office address is 1211 N. Westshore Blvd., Suite 512, Tampa, FL 33607, grantor, and Christ Fellowship Church, Inc., a Florida Not-for-Profit Corporation whose post office address is 5343 Northlake Blvd., Palm Beach Gardens, FL 33418, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Martin County, Florida to-wit:

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

Subject to (1) taxes and assessments for the year 2012 and subsequent years; (2) covenants, conditions, restrictions, limitations, reverters and easements of record, none of which are intended to be reimposed hereby; and (3) governmental, land use and zoning restrictions and regulations.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2011.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written,

DoubleTime®

Signed, sealed and delivered in our presence:

Taylor Morrison of Florida, Inc.

Louis E. Steffens, President

(Corporate Seal)

State of Florida County of Hillsborough

The foregoing instrument was acknowledged before me this $\frac{\{U\}}{He/she}$ day of April, 2012 by Louis E. Steffens, President of Taylor Morrison of Florida, Inc., on behalf of the corporation. He/she [6] is personally known to me or [7] has produced a driver's license as identification.

[Notary Seal]



Notary Public

Elaina A. Stulic

Printed Name:

My Commission Expires:

Exhibit "A" Legal Description

All of Tracts 1, 2, 7, 8, 9, 10 and the North three quarters of Tracts 15 and 16, Section 17, Township 39 South, Range 41 East, Tropical Fruit Farms, according to the Plat thereof, as recorded in Plat Book 3, Page 6, of the Public Records of Palm Beach County (Now Martin County), Florida;

Together with the South 834.49 feet of that part of Tracts 15 and 16, Section 8, Township 39 South, Range 41 East, of said Plat of Tropical Fruit Farms, lying Westerly of the right-of-way for Florida's Turnpike;

Excepting therefrom the right-of-way deeded to Martin County in Deed Book 42, Page 517 and Deed Book 42, Page 524, of the Public Records of Martin County, Florida;

Also excepting the rights-of-way deeded to Martin County in Official Record Book 111, Page 546 and Official Record Book 111, Page 551, and Official Record Book 111, page 556, all of the Public Records of Martin County, Florida;

Also excepting the right-of-way for the South Fork High School access road, recorded in Official Record Book 494, Page 2683, of the Public Records of Martin County, Florida;

Also excepting the 40 foot posted and viewed right of way (Kansas Avenue) by declaration of the County Commissioners of Palm Beach County September 5, 1923.

ALL OF THE ABOVE LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PARCEL OF LAND BEING COMPRISED OF ALL OF TRACTS 1, 8, AND 9, AND A PORTION OF TRACTS 2, 7, 10, 15 AND 16, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; TOGETHER WITH A PORTION OF TRACTS 15 AND 16, SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. IN ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THENCE NORTH 02°15' 47" EAST (AS A BASIS OF BEARINGS) ALONG THE WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID SECTION 17, A DISTANCE OF 461.64 FEET TO A POINT BEING ON THE NORTH LINE OF THE 130 FOOT WIDE STRIP OF LAND CONVEYED TO THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA, AS MENTIONED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 494, PAGE 2683 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 89°57'57" EAST ALONG SAID NORTH LINE, A DISTANCE OF 100.08 FEET TO A POINT BEING ON A LINE LYING 100.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID SECTION 17 AND THE POINT OF BEGINNING; THENCE NORTH 02°15'47" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 3,840.97 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4,683.75 FEET, A CENTRAL ANGLE OF 08°22'46" FOR A DISTANCE OF 684.99 FEET TO A POINT BEING ON A LINE LYING 50.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) SAID WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID SECTION 17; THENCE NORTH 02°15'47" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 317.64 FEET TO A POINT BEING ON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 17, ALSO BEING THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THE PRECEDING THREE (3) COURSES AND DISTANCES BEING COINCIDENT WITH THE EASTERLY RIGHT-OF-WAY LINE FOR PRATT & WHITNEY ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 111, PAGE 556,

OFFICIAL RECORD BOOK 111, PAGE 551, OFFICIAL RECORD BOOK 111, PAGE 546 AND DEED BOOK 42, PAGE 524 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 89°59'32" WEST ALONG SAID NORTH LINE, A DISTANCE OF 30.03 FEET TO A POINT BEING ON A LINE LYING 20.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST ONE-HALF OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, ALSO BEING THE EAST LINE OF THE 40 FOOT WIDE POSTED AND VIEWED RIGHT-OF-WAY FOR KANSAS AVENUE BY THE DECLARATION OF THE COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, DATED SEPTEMBER 5, 1923; THENCE NORTH 01°58'42" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 834.99 FEET TO A POINT BEING ON A LINE LYING 834.49 FEET NORTH OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 8; THENCE NORTH 89°59'32" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 2,218.93 FEET TO A POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE FOR THE SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE) AS DEPICTED ON THE RIGHT-OF-WAY MAP FOR THE SUNSHINE STATE PARKWAY AS PREPARED BY SMITH & GILLESPIE, CONTRACT NUMBER 5.1, SHEET 4 OF 6, DATED JUNE 15, 1955; THENCE SOUTH 22°15'27" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 665.97 FEET TO A POINT BEING ON THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 8; THENCE SOUTH 03°46'16" WEST ALONG SAID EAST LINE, A DISTANCE OF 218.59 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 8, ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 00°42'48" WEST ALONG THE EAST LINE OF SAID SECTION 17, ALSO BEING THE EAST LINE OF TRACTS 1, 8, 9 AND 16, TROPICAL FRUIT FARMS, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 4,841.57 FEET TO A POINT BEING ON THE NORTH LINE OF SAID 130 FOOT WIDE STRIP OF LAND CONVEYED TO THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA AS MENTIONED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 494, PAGE 2683 OF THE PUBLIC RECORDS OF MARTIN COUNTY. FLORIDA; THENCE NORTH 89°57'57" WEST ALONG SAID NORTH LINE, A DISTANCE OF 2,536.54 FEET TO THE POINT OF BEGINNING, SAID LANDS SITUATE, LYING AND BEING IN MARTIN COUNTY, FLORIDA

Parcel Identification Nos:

08-39-41-000-015-00020-9 08-39-41-000-015-00030-0 17-39-41-000-001-00000-2 17-39-41-000-007-00010-9 17-39-41-000-008-00010-7 17-39-41-000-008-00020-5



LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE * SUITE 1 JUPITER, FLORIDA * 33458 %561.747.6336 \$561.747.1377

Notary Seal: See Below

BRITTANY MULLEN
Notary Public - State of Florida
Commission # GG 359925
My Comm. Expires Nov 20, 2023
Bonded through National Notary Assn.

HIGHPOINTE

On behalf of Christ Fellowship, please ac there have been no property transfers since owner.	·
State of: Plonda	
County of: Palm Beach	
The foregoing Letter of No Property Transfe	er was sworn to, affirmed and subscribed before me
this day of November 2019	
who is personally known to me or have pro	
as identification.	
(= 1) = A A	
42 lttham Will	-
700000	Notary Public, State of Tunda
	Print Name: Buttany Mollen
	My Commission Expires: Nov 20-2023

Daniel T. Sorrow, PLA, AICP, LEED AP BD+C Cotleur & Hearing 1934 Commerce Lane, Suite 1 Jupiter, FL 33458 561.800.8426 Cell 561.747.6336 Office

DESCRIPTION:

Parcel Identification Numbers:

17-39-41-000-007-00010-9

17-39-41-000-002-00000-2

17-39-41-000-008-00020-5

17-39-41-000-008-00010-7

17-39-41-000-001-00000-4

08-39-41-000-015-00020-9

08-39-41-000-015-00030-0

DESCRIPTION:

ALL OF TRACTS 1, 2, 7, 8, 9, 10 AND THE NORTH THREE QUARTERS OF TRACTS 15 AND 16, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, PUBLIC RECORDS OF PALM BEACH COUNTY (NOW MARTIN COUNTY), FLORIDA.

TOGETHER WITH THE SOUTH 834.49 FEET OF THAT PART OF TRACS 15 AND 16, SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, OF SAID PLAT OF TROPICAL FRUIT FARMS, LYING WESTERLY OF THE RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE.

EXCEPTING THEREFROM THE RIGHT-OF-WAY DEEDED TO MARTIN COUNTY IN DEED BOOK 42, PAGE 517 AND DEED BOOK 42, PAGE 524, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

ALSO EXCEPTING THE RIGHTS-OF-WAY DEEDED TO MARTIN COUNTY IN OFFICIAL RECORD BOOK 111, PAGE 546 AND OFFICIAL RECORD BOOK 111, PAGE 551, AND OFFICIAL RECORD BOOK 111, PAGE 556, ALL OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

ALSO EXCEPTING THE RIGHT-OF-WAY FOR THE SOUTH FORK HIGH SCHOOL ACESS ROAD, RECORDED IN OFFICIAL RECORD BOOK 494, PAGE 2683, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. ALSO EXCEPTING THE 40 FOOT POSTED AND VIEWED RIGHT OF WAY (KANSAS AVENUE) BY DECLARATION OF THE COUTY COMMISSIONERS OF PALM BEACH COUNTY SEPTEMBER 5, 1923. ALL OF THE ABOVE LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING COMPRISED OF ALL OF TRACTS 1, 8, AND 9, AND A PORTION OF TRACTS 2, 7, 10, 15 AND 16, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

TOGETHER WITH A PORTION OF TRACTS 15 AND 16, SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, IN ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA;

THENCE NORTH 02°15'47" EAST (AS A BASIS OF BEARINGS) ALONG THE WEST LINE OF THE EAST ONE-HALF (E ½) OF SAID SECTION 17, A DISTANCE OF 461.64 FEET TO A POINT BEING ON THE NORTH LINE OF THE 130 FOOT WIDE STRIP OF LAND CONVEYED TO THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA, AS MENTIONED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 494, PAGE 2683 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

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THENCE NORTHWESTERLY ALONG THE ARCH OF SAID CURVE HAVING A RADIUS OF 4,683.75 FEET, A CENTRAL ANGLE OF 08°22′46″ FOR A DISTANCE OF 684.99 FEET TO A POINT BEING ON A LINE LYING 50.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) SAID WEST LINE OF THE EAST ONE-HALF (E ½) OF SAID SECTION 17:

THENCE NORTH 02°15'47" EAST ALONG SAID PARALLEL LINE, A DISTNCE OF 317.64 FEET TO A POINT BEING ON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE ½) OF SAID SECTION 17, ALSO BEING THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE ½) OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THE PRECEDING THREE (3) COURSES AND DISTANCES BEING COINCIDENT WITH THE EASTERLY RIGHT-OF-WAY LINE FOR PRATT & WHITNEY ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 111, PAGE 556, OFFICIAL RECORD BOOK 111, PAGE 551, OFFICIAL RECORD BOOK 111, PAGE 546 AND DEED BOOK 42, PAGE 524 OF THE PUBLIC RECORDS OFMARTIN COUNTY, FLORIDA.

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THENCE NORTH 01°58'42" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 834.99 FEET TO A POINT BEING ON A LINE LYING 834.49 FEET NORTH OF AND PARALLEL WITH (AS MESURED AT RIGHT ANGLES) THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SAID SECTION 8;

THENCE NORTH 89°59'32" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 2,218.93 FEET TO A POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE FOR THE SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE) AS DEPICTED ON THE RIGHT-OF-WAY MAP FOR THE SUNSHINE STATE PARKWAY AS PREPARED BY SMITH & GILLESPIE, CONTRACT NUMBER 5.1, SHEET 4 OF 6, DATED JUNE 15, 1955;

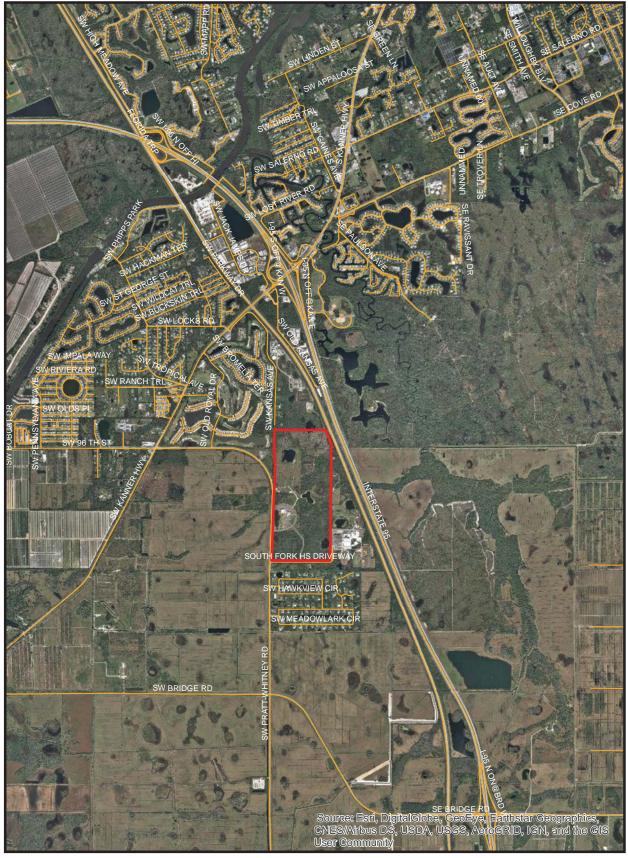
THENCE SOUTH 22°15'27" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 665.97 FEET TO A POINT BEING ON THE EAST INE OF THE WOUTHEAST ONE-QUARTER (SE ½) OF SAID SECTION 8;

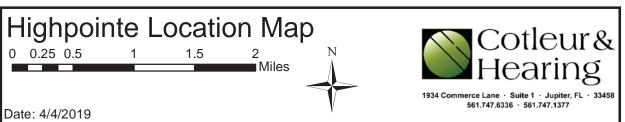
THENCE SOUTH 03°46′16" WEST ALONG SAID EAST LINE, A DISTANCE OF 218.59 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 8, ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 17;

THENCE SOUTH 00°42′48″ WEST ALONG THE EAST LINE OF SAID SECTION 17, ALSO BEING THE EAST LINE OF TRACTS 1, 8, 9 AND 16, TROPICAL FRUIT FARMS, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 4,841.57 FEET TO A POINT BEING ON THE NORTH LINE OF SAID 130 FOOT WIDE STRIP OF LAND CONVEYED TO THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA AS MENTIONED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 494, PAGE 2683 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

THENCE NORTH 89°57'57" WEST ALONG SAID NORTH LINE, A DISTANCE OF 2,536.54 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN MARTIN COUNTY, FLORIDA.
CONTAINING 13,982,792 SQUARE FEET/321.00 ACRES MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.





LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE - SUITE 1 JUPITER, FLORIDA - 33458 \$561.747.6336 \$563.747.1377

HIGHPOINTE

Adequate Public Facilities Statement October 22, 2020

On behalf of Christ Fellowship Church, Inc, please accept this letter as the official statement that the proposed Highpointe project will be served with adequate public facilities, as supported by the Utilities Letters provided in this development review submittal packet.

Sincerely,

Rachel Plummer

Planning Technician

Cotleur & Hearing

1934 Commerce Lane, Suite 1

Jupiter, FL 33458

561-406-1009



MARTIN COUNTY

BOARD OF COUNTY COMMISSIONERS UTILITIES & SOLID WASTE DEPARTMENT

PO Box 9000 Stuart, FL 34995-9000

DOUG SMITH
STACEY HETHERINGTON
HAROLD E. JENKINS II
SARAH HEARD
EDWARD V. CIAMPI

Commissioner, District 1 Commissioner, District 2 Commissioner, District 3 Commissioner, District 4

Commissioner, District 5

TARYN KRYZDA, CPM KRISTA A. STOREY County Administrator Acting County Attorney

TELEPHONE WEBSITE (772) 288-5400 www.martin.fl.us

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.

April 30, 2019

Engineering Design and Construction David Baggett, P.E. 10250 SW Village Parkway - Suite 201 Port Saint Lucie, Florida 34987

RE: PCN: 08-39-41-000-015-00030-0, 08-39-41-000-015-00020-9,

17-39-41-000-002-00000-2, 17-39-41-000-001-00000-4, 17-39-41-000-008-00010-7, 17-39-41-000-008-00020-5,

17-39-41-000-007-00010-9

Potable Water and Wastewater Service

Dear Mr. Baggett:

This will confirm that Martin County Utilities has adequate capacity to provide potable water, wastewater service, and potable water service for irrigation to PCNs: 08-39-41-000-015-00030-0, 08-39-41-000-015-00020-9, 17-39-41-000-002-00000-2, 17-39-41-000-001-00000-4, 17-39-41-000-008-00010-7, 17-39-41-000-008-00020-5, 17-39-41-000-007-00010-9 as described in your April 29, 2019 email correspondence. The proposed project is located north of SW Bulldog Way in between the Ronald Reagan Turnpike and SW Pratt-Whitney Road.

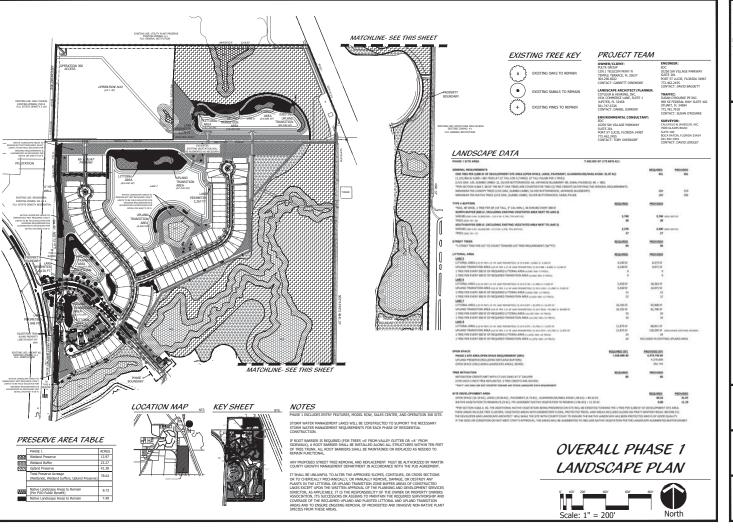
It is the developer's responsibility to construct required utility infrastructure internal to the property to serve each of the homes, and make connections to the utility. The County will provide service subject to development plan approval, execution of a service agreement, and payment of appropriate fees and charges.

Sincerely,

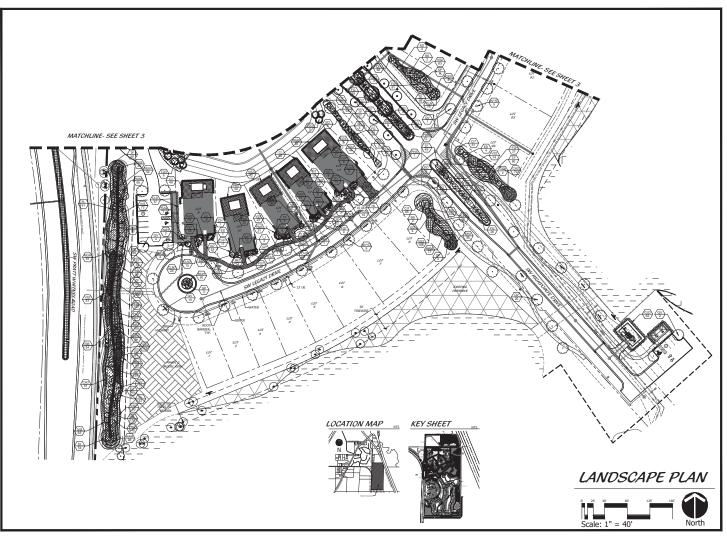
Leo Repetti, PE Project Engineer

LR/hr

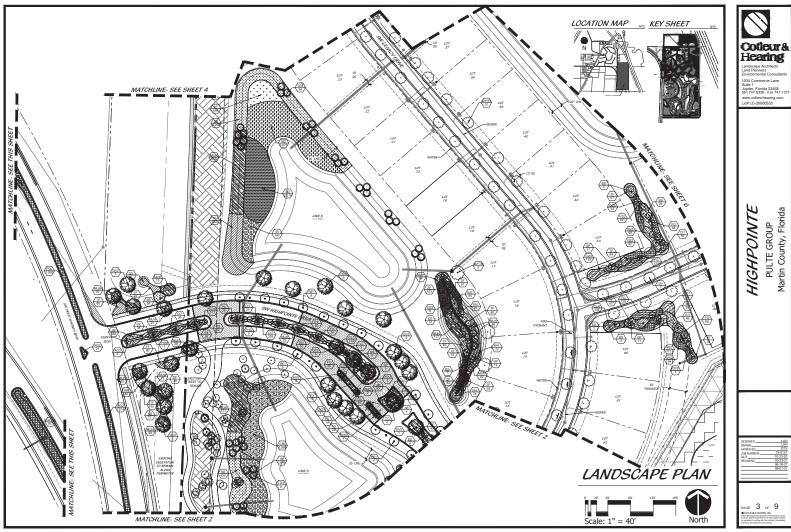
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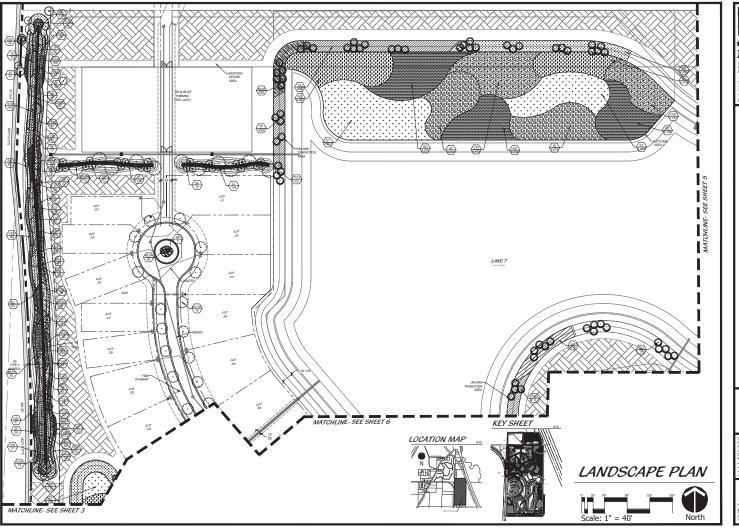




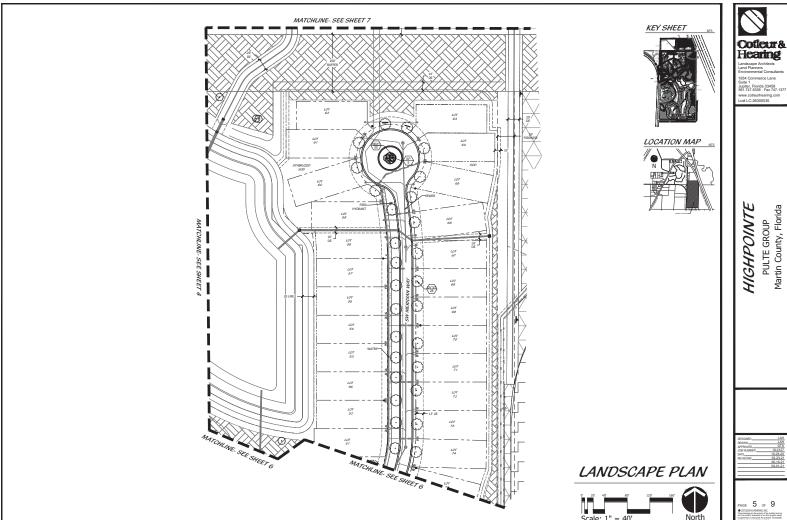


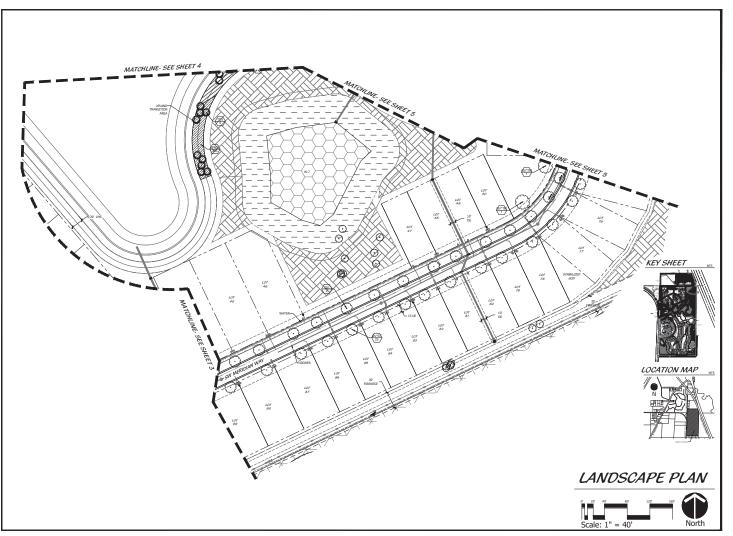




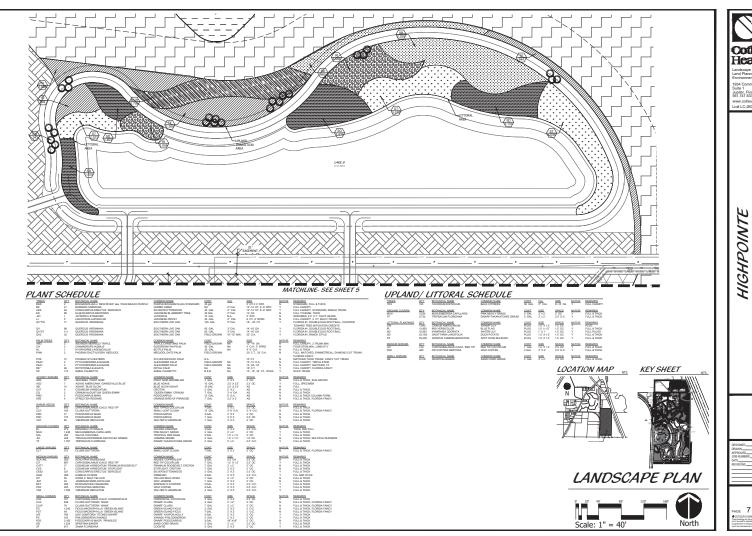




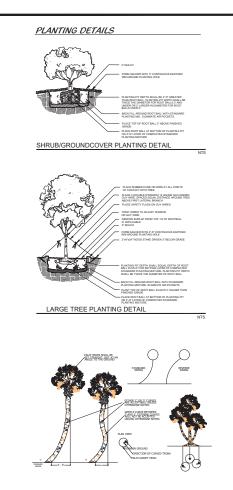












SABAL PALM CURVED TRUNK PLANTING DETAIL FOR RELOCATED

LANDSCAPE NOTES

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PROTECTION OF ROQUESCU LANGSCHAPES.

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DURING PERIODS OF DEVELOPMENT AND CONSTRUCTION, THE AREAS WITHIN THE DRIP-LINE OF PRESERVED TREES SHALL BE MAINTAINED AT THEIR CRUSINNLE GRADE WITH PERIODS LANGSCAPE MATERIAL. WITHIN THESE AREAS, THESE SHALL BE MON TERMONING OR CUTTING OF ROOTS: NO FILL COMPACTION OR REMOVAL OF SOE; AND, NO USE OF CONCRETE, PAINT, CHEMICALS OR OTHER PORTION SUPPRIARYOR.

TREE PROTECTION DETAIL

LANDSCAPE SPECIFICATIONS

1. GENERAL LANDSCAPE REQUIREMENTS LANDSCAPE CONTRACT WORK INCLIDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FE GRACIUS, TRANSCINING AND INSTALLING PLANT MATERIAL, WATERING, STAILING, GUYING AND MACCHING.

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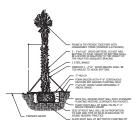
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PALM PLANTING DETAIL

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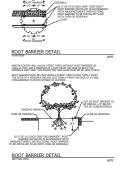
PLANT MATERIAL SUBSTITUTION

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PLANTING BED PERPARATION.

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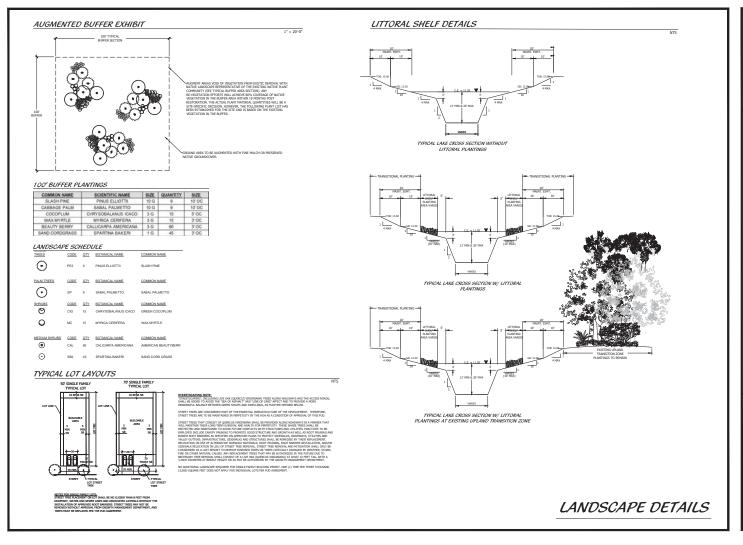


LANDSCAPE DETAILS



HIGHPOINTE
PULTE GROUP
Martin County, Florida







9 or 9

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared the undersigned person on the date set forth below, who, first being duly sworn, deposes and says under penalties of perjury:

1. That the record property owner(s) of the Real Property described in **Exhibit "A"** to this Affidavit is (are) as follows:

Name	Address
Christ Fellowship Church, Inc.	5343 NORTHLAKE BLVD PALM BEACH GARDENS, FL 33418

(If more space is needed attach separate sheet)

2. That the following is a list of every natural person and entity with any legal or equitable interest in the property (as defined in Section 10.2.B.3. Land Development Regulations, Martin County Code):

Name	Address	Interest
Christ Fellowship Church, Inc.	5343 NORTHLAKE BLVD PALM BEACH GARDENS, FL 33418	100%

(If more space is needed attach separate sheet)

412

3. That the following is a list of those, who have any interest in a contract for sale of the property, or a conveyance of any interest in the property, including but not limited to, real estate brokers and salespersons; and any and all mortgagees of the property:

Name	Address	Interest
Christ Fellowship Church, Inc	5343 NORTHLAKE BLVD	100%
	PALM BEACH GARDENS, FL 33418	
Pulte Home Company, LLC, a Michigan limited liability company	3350 PEACHTREE ROAD NORTHEAST SUITE 150 ATLANTA, GA 30326	See Attachment B

(If more space is needed attach separate sheet)

4. That the following is a list of all other applications for which the applicant has an interest as defined in subsection b. and c. of Section 10.2.B.3. Land Development Regulations, Martin County Code currently pending before Martin County. The list shall include any development applications, waiver applications, road opening applications, and lien reduction requests.

Application Name and/or Project Number	Names & Addresses of Parties involved	Date	Type of Application	Status of Application ^{1*}
MC Project #P115-006	PULTE GROUP 4400 PGA Blvd., Suite 700 Palm Beach Gardens, FL 33410		PUD ZONING & REVISED MASTER SITE PLAN	PENDING

(If more space is needed attach separate sheet)

Revised: Sep-18 Page 2 of 5 413

¹ Status defined as: A = Approved P = Pending D = Denied W = Withdrawn

This Affidavit is given for the purpose of establishing compliance with the provisions of Section 10.2.B.3 Land Development Regulations; Martin County Code.

FURTHER AFFIANT SAYETH NOT.

	AFFIANT
	Signature Successive don
STATE OF: MOLIDA	Print name
COUNTY OF: Palm !	blach
The foregoing Disclosure of Interestins Stephen Hustin	est Affidavit was sworn to, affirmed and subscribed before me 20 / 9 , by, who is personally known to me or have producedas identification.
JENNIFER SOROKOWSKI MY COMMISSION # GG 059381 EXPIRES: January 3, 2021 Bonded Thru Budget Notary Services	Notary Public, State of Floring
(Notary Seal)	Print Name: Resident SONKOUSK
	My Commission Expires: (13/2)

This Affidavit is given for the purpose of establishing compliance with the provisions of Section 10.2.B.3 Land Development Regulations; Martin County Code.

FURTHER AFFIANT SAYETH NOT.	•
	AFFIANT
	Signature
	Print name
STATE OF: FC	
COUNTY OF: Palm Becc	<u></u>
this 26th day of Novem	Affidavit was sworn to, affirmed and subscribed before me 20 1 , by , who is personally known to me or have producedas identification.
	Signature Signature
	Notary Public, State of
(Notary Seal)	Print Name: Nadia K. Lelan
Notary Public State of Florida Nadia K Lefevre My Commission GG 246771 Expires 08/28/2022	My Commission Expires: 8-28 - 2022

Exhibit "A" (Disclosure of Interest and Affidavit) (Legal Description)

DESCRIPTION: 173941000007000109 173941000008000205 173941000008000107 173941000002000002 173941000001000004 083941000015000300

083941000015000209

ALL OF TRACTS 1, 2, 7, 8, 9, 10 AND THE NORTH THREE QUARTERS OF TRACTS 15 AND 16, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, PUBLIC RECORDS OF PALM BEACH COUNTY (NOW MARTIN COUNTY), FLORIDA.

TOGETHER WITH THE SOUTH 834.49 FEET OF THAT PART OF TRACS 15 AND 16, SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, OF SAID PLAT OF TROPICAL FRUIT FARMS, LYING WESTERLY OF THE RIGHT-OF-WAY FOR FLORIDA'S TURNPIKE.

EXCEPTING THEREFROM THE RIGHT-OF-WAY DEEDED TO MARTIN COUNTY IN DEED BOOK 42, PAGE 517 AND DEED BOOK 42, PAGE 524, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. ALSO EXCEPTING THE RIGHTS-OF-WAY DEEDED TO MARTIN COUNTY IN OFFICIAL RECORD BOOK 111, PAGE 546 AND OFFICIAL RECORD BOOK 111, PAGE 556, ALL OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

ALSO EXCEPTING THE RIGHT-OF-WAY FOR THE SOUTH FORK HIGH SCHOOL ACESS ROAD, RECORDED IN OFFICIAL RECORD BOOK 494, PAGE 2683, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

ALSO EXCEPTING THE 40 FOOT POSTED AND VIEWED RIGHT OF WAY (KANSAS AVENUE) BY DECLARATION OF THE COUTY COMMISSIONERS OF PALM BEACH COUNTY SEPTEMBER 5, 1923. ALL OF THE ABOVE LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A PARCEL OF LAND BEING COMPRISED OF ALL OF TRACTS 1, 8, AND 9, AND A PORTION OF TRACTS 2, 7, 10, 15 AND 16, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS

2, 7, 10, 15 AND 16, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

TOGETHER WITH A PORTION OF TRACTS 15 AND 16, SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, IN ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THENCE NORTH 02°15'47" EAST (AS A BASIS OF BEARINGS) ALONG THE WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID SECTION 17, A DISTANCE OF 461.64 FEET TO A POINT BEING ON THE NORTH LINE OF THE 130 FOOT WIDE STRIP OF LAND CONVEYED TO THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA, AS MENTIONED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 494, PAGE 2683 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 89°57'57" EAST ALONG SAID NORTH LINE, A DISTANCE 100.08 FEET TO A POINT BEING ON A LINE LYING 100.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) THE WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID SECTION 17 AND THE POINT OF BEGINNING:

THENCE NORTH 02 5'47" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 3,840.97 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT;

THENCE NORTHWESTERLY ALONG THE ARCH OF SAID CURVE HAVING A RADIUS OF 4,683.75 FEET, A CENTRAL ANGLE OF 08 2'46" FOR A DISTANCE OF 684.99 FEET TO A POINT BEING ON A LINE LYING 50.00 FEET EAST OF AND PARALLEL WITH (AS MEASURED AT RIGHT ANGLES) SAID WEST LINE OF THE EAST ONE-HALF (E ½) OF SAID SECTION 17; THENCE NORTH 02 5'47" EAST ALONG SAID PARALLEL LINE, A DISTNCE OF 317.64 FEET TO A POINT BEING ON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE ¼) OF SAID SECTION 17, ALSO BEING THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THE PRECEDING THREE (3) COURSES AND DISTANCES BEING COINCIDENT WITH THE EASTERLY RIGHT-OF-WAY LINE FOR PRATT & WHITNEY ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 111, PAGE 556, OFFICIAL RECORD BOOK 111, PAGE 551, OFFICIAL RECORD BOOK 111, PAGE 546 AND DEED BOOK 42, PAGE 524 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

THENCE SOUTH 89 9'32" WEST ALONG SAID NORTH LINE, A DISTANCE OF 30.03 FEET TO A POINT BEING ON A LINE LYING 20.00 FEET EAST OF AND PARALLEL WITH THE WEST LILNE OF THE EAST ONE-HALF OF SECTION 8, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, ALSO BEING THE EAST LINE OF THE 40 FOOT WIDE POSTED AND VIEWED RIGHT-OF-WAY FOR KANSAS AVENUE BY THE DECLARATION OF THE COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, DATED SEPTEMBER 5, 1923; THENCE NORTH 01 8'42" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 834.99 FEET TO A POINT BEING ON A LINE LYING 834.49 FEET NORTH OF AND PARALLEL WITH (AS MESURED AT RIGHT ANGLES) THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SAID SECTION 8;

THENCE NORTH 89 9'32" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 2,218.93 FEET TO A POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE FOR THE SUNSHINE STATE PARKWAY (FLORIDA TURNPIKE) AS DEPICTED ON THE RIGHT-OF-WAY MAP FOR THE SUNSHINE STATE PARKWAY AS PREPARED BY SMITH & GILLESPIE, CONTRACT NUMBER 5.1, SHEET 4 OF 6, DATED JUNE 15, 1955;

THENCE SOUTH 22 5'27" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 665.97 FEET TO A POINT BEING ON THE EAST INE OF THE WOUTHEAST ONE-QUARTER (SE ¼) OF SAID SECTION 8;

THENCE SOUTH 03 6'16" WEST ALONG SAID EAST LINE, A DISTANCE OF 218.59 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 8, ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 17;

THENCE SOUTH 00 2'48" WEST ALONG THE EAST LINE OF SAID SECTION 17, ALSO BEING THE EAST LINE OF TRACTS 1, 8, 9 AND 16, TROPICAL FRUIT FARMS, SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 6, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 4,841.57 FEET TO A POINT BEING ON THE NORTH LINE OF SAID 130 FOOT WIDE STRIP OF LAND CONVEYED TO THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA AS MENTIONED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 494, PAGE 2683 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

THENCE NORTH 89 7'57" WEST ALONG SAID NORTH LINE, A DISTANCE OF 2,536.54 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN MARTIN COUNTY, FLORIDA.

CONTAINING 13,982,792 SQUARE FEET/321.00 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

Appendix Article 10.2.B.3. Article 10, Development Review Procedures; Land Development Regulations; Martin County Code

- 10.2.B. Application submittal for development approval. Applications for development approval shall comply with the following described procedures:
- 1. Initiation. A development application shall be filed with the County Administrator by the owner or other person having a power of attorney from the owner to make the application.
- 2. Acceptance of the application. A development application will be received for processing on any working day.
- 3. Verification of property ownership. The documents required below are required prior to an application being determined complete. After the application is determined to be complete, the applicant has a continuing obligation to provide revised documents to reflect any changes to the information provided that may occur before and as of the date of the final public hearing or final action on the application.
- a. Proof of ownership must be provided for any application for any type of development order. The applicant shall provide a copy of the recorded deed for the subject property, and shall certify any subsequent transfers of interests in the property. If the applicant is not the owner of record, the applicant is required to report its interest in the subject property.
- b. The applicant must disclose the names and addresses of each and every natural person or entity with any legal or equitable interest in the property of the proposed development, including all individuals, children, firms, associations, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, limited liability company, professional associations and all other groups or combinations.
- c. For those entities that are a firm, association, joint adventure, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, limited liability company, professional associations and all other groups or combinations thereof, every natural person or entity that enjoys a legal or equitable interest in property of the proposed development shall be disclosed including but not limited to any partners, members, shareholders, trustees, and stockholders.
- d. The disclosure required in b. and c. above shall not apply to companies that are publicly traded and to consultants and contractors who may perform professional services or work related to the property.
- e. In addition, the disclosure must include those having any interest in a contract for sale of the property, or a conveyance of any interest in the property, including but not limited to, real estate brokers and salespersons; and any and all mortgagees of the property.
- f. The applicant must list all other applications for which they have an interest as defined in subsection b. and c. above that is currently pending before Martin County. The list shall include any development applications, waiver applications, road opening applications, and lien reduction requests.
- g. Any development order, including applications for Planned Unit Developments which was granted or approved based on false or incomplete disclosure will be presumed to have been fraudulently induced and will be deemed by the Martin County Board of County Commissioners to be void ab initio and set aside, repealed, or vacated.

Revised: Sep-18 Page 5 of 5 418



Pulte Home Company, LLC, a Michigan limited liability company, is the wholly-owned home building subsidiary of PulteGroup, Inc., a Michigan corporation, which is a publicly-held holding company registered with the Federal Security Exchange Commission. Pulte's common stock is available for sale to the general public and trades on the New York Stock Exchange under the symbol "PHM". The beneficial interest in any entity registered with the Federal Securities Exchange Commission, whose interest is for sale to the general public, is exempt from the provisions of Section 286.23 F.S. and pursuant to section 10.2.B.3.d. of the Land Development Regulations, Martin County Code.



LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE . SUITE 1 JUPITER, FLORIDA . **4**561.747.6336 **3**561.747.1377

November 12, 2020

Pete Walden **Growth Management Department** 2401 SE Monterey Rd Stuart, FL 34996

C148-009; DEV2020100008; Highpointe Major Final Site Plan Development Application Re: Sign Posting Affidavit (FKA Pulte at Christ Fellowship)

As required by the Martin County Land Development Review process, I certify the following:

- 1. Rachel Plummer at Cotleur & Hearing has coordinated posting of public notice signage at the subject property.
- 2. All public notice signage complies with LDR procedures specified in Article 10, Section 10.6 of the Martin County Land Development Code. Photographs of the code compliant signage are attached herein.

Sincerely,

Daniel T. Sorrow

Cotleur & Hearing

1934 Commerce Lane, Suite 1

Jupiter, FL 33458

STATE OF FLORIDA

PalmBeach COUNTY OF

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization this oth day of November, 2020, by as identification.

who is personally known to me or has produced

[NOTARIAL SEAL]

BRITTANY MULLEN Notary Public - State of Florida Commission # GG 359925 My Comm. Expires Nov 20, 2023 Bonded through National Notary Assn

NOTARY PUBLIC, State of Florida











IMG_0366 JPG - 122 KB







Prepared By: Martin County Growth Management Department 2401 S.E. Monterey Road Stuart, FL 34996

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

RESOLUTION NUMBER	
--------------------------	--

[REGARDING DENIAL OF PHASE 1 FINAL SITE PLAN FOR THE HIGHPOINTE PUD]

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

- 1. Pulte Group submitted an application for Phase 1 final site plan approval for the Highpointe project, located on lands legally described in Exhibit A, attached hereto.
 - 2. This Board considered such application at a public meeting on September 28, 2021
 - 3. At the public meeting, all interested parties were given an opportunity to be heard.

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

- A. The request for Phase 1 final Site plan approval for the Highpointe PUD project is hereby denied, for the following XXXX.
- B. This resolution shall be recorded in the public records of Martin County. A copy of this resolution shall be forwarded to the applicant(s) by the Growth Management Department subsequent to recording.

DULY PASSED AND ADOPTED THIS 28th DAY OF SEPTEMBER, 2021.

ATTEST:	BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA
BY:	BY:
CAROLYN TIMMANN	STACEY HETHERINGTON, CHAIR
CLERK OF THE CIRCUIT COURT	
AND COMPTROLLER	ADDDOVED AS TO FORM & LECAL SHEEKIENGY.
	APPROVED AS TO FORM & LEGAL SUFFICIENCY:
	BY:

KRISTA A. STOREY SENIOR ASSISTANT COUNTY ATTORNEY

ATTACEMENTS: Exhibit A, Legal Description



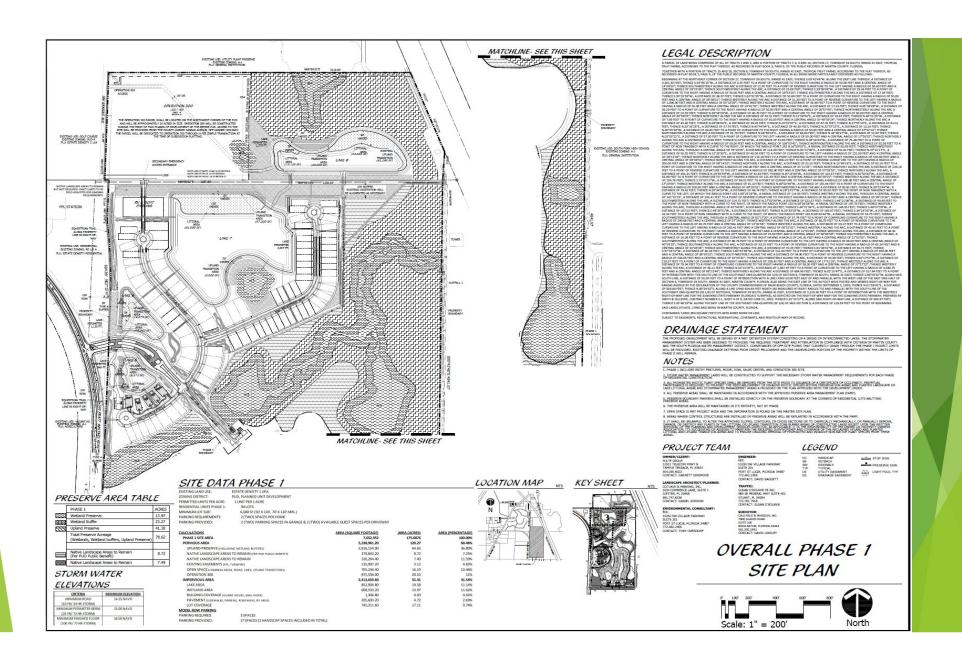
Highpointe PUD received master plan approval on April 27, 2021

► Highpointe is a residential Planned Unit Development (PUD) including 284 single family homes and the associated infrastructure.

The Preserve area management plan was revised for the entire 321 acre site at master plan approval.

Phase One Final Site Plan

- ▶ Phase One includes 94 single family homesites.
- ► Construction of the main entrance and secondary emergency entrance
- ▶ 20 acre site donation to Operation 300
- Designated model home area
- ► Associated infrastructure, Right-of-way, lakes, guard house, landscaping including street trees





MARTIN COUNTY, FLORIDA DEVELOPMENT REVIEW

STAFF REPORT

A. Application Information

HIGHPOINTE PUD

PHASE ONE FINAL SITE PLAN

Applicant: Pulte Group

Property Owner: Christ Fellowship Church, Inc.

Agent for the Applicant: Cotleur and Hearing, Daniel T. Sorrow, AICP
County Project Coordinator: Peter Walden, AICP, Principal Planner

Growth Management Director: Paul Schilling

Project Number: C148-009

Record Number: DEV2020010008

Report Number: 2021_0903_C148-009_Staff_Final

Application Received: 11/30/2020 Transmitted: 12/01/2020 Staff Report: 02/03/2021 Resubmittal Received: 04/05/2021 Transmitted: 04/05/2021 Date of Report: 06/07/2021 Resubmittal Received: 07/06/2021 Transmitted: 07/06/2021 Date of Report: 09/03/2021

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Board of County Commissioners

Agenda Item Summary

File ID: 21-0876 DEPT-1 **Meeting Date:** 9/28/2021

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	G ACTION:		
☐Budget Transfer / Amend	ment 🛮 Chair Let	ter	☐Contract / Agreement
☐ Grant / Application	□Notice	□Ordinance	□Resolution
□Other:			

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BCC MEETING DATE: September 28, 2021

AGENDA ITEM: DEPT-1

MARTIN COUNTY, FLORIDA SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of **DATE:** September 21, 2021

County Commissioners

VIA: Taryn Kryzda

County Administrator

FROM: Jennifer Manning

Director of the Office of Management & Budget

REF: 21-0876

SUBJECT: OFFICE OF MANAGEMENT AND BUDGET ITEMS WHICH REQUIRE

BOARD APPROVAL

PERMISSION TO APPLY

1. Permission to Apply for the Spencer Educational Foundation Fiscal Year 2021-2022, Summer Internship Grant for Risk Management Student Intern

- <u>Requestor</u> Administration Department Human Resources and Risk Management Division
- **Granting Agency** Spencer Educational Foundation
- <u>Project Description</u> Spencer Educational Foundation provides grants of up to \$7,500 to various agencies, for compensation of a paid internship for students interested in the risk management field. The student must be seeking a Risk Management related field and must intern for the agency for a minimum of eight consecutive weeks. The prospective internship start date is Summer 2022. This grant will allow one student to gain real-world public-sector experience in risk management and be compensated for their internship with our organization.
- Requested Grant Award \$7,500
- Budgetary Impact None
- Annual Operating Cost Staff time for grant administration.

ALTERNATIVE ACTION:

- <u>Programmatic Implication if not approved</u> Human Resources and Risk Management would not be able to hire a paid intern.
- <u>Financial Fiscal impact if not approved</u> Human Resources and Risk Management would not have available funding for a paid intern.

DOCUMENTS REQUIRING ACTION:

None at this time.

RECOMMENDATION:

 Move that the Board authorize the Administration Department's Human Resources and Risk Management Division to apply for the Spencer Educational Foundation Grant for Fiscal Year 2021-2022.

AGENDA ITEM: DEPT-1

2. PERMISSION TO APPLY FOR THE REBUILD FLORIDA CDBG-MITIGATION GENERAL INFRASTRUCTURE PROGRAM FOR THE MARTIN DOWNS WATER REPUMP STATION IMPROVEMENTS

- Requestor Utilities and Solid Waste Department
- <u>Granting Agency</u> United States Department of Housing and Urban Development (HUD)
- <u>Project Description</u> Construction of a potable repump station, conversion of two
 on site ground storage tanks from reclaimed water to potable water, and addition of
 an on site generator at the Martin Downs utility site.
- Requested Grant Award \$4,250,000
- <u>Budgetary Impact</u> Project is currently part of approved Capital Improvement Project to be funded by Capital Facilities Charges Water Fees from Utilities. The Grant will offset most of the costs for the project.
- Annual Operating Cost \$22,000 for initial conditions and increasing to \$75,000 per year for build out conditions for electricity.

ALTERNATIVE ACTION:

- <u>Programmatic Implication if not approved</u> Project will still need to be constructed to accommodate additional potable water demand in the western portion of the system.
- <u>Financial Fiscal Impact if not approved</u> Project will need to be funded thru the Utilities and Solid Waste Department or alternate funding will need to be used.

DOCUMENTS REQUIRING ACTION:

None at this time.

RECOMMENDATION:

 Move that the Board authorize the Utilities and Solid Waste Department to apply for the Grant in the amount of \$4,250,000.

PERMISSION TO ACCEPT

- 3. PERMISSION TO ACCEPT THE CENTER FOR DISEASE CONTROL AND PREVENTION (CDC) DRUG FREE COMMUNITIES (DFC) GRANT (5 NH28CE003044-02-00)
 - <u>Agreement/Contract drafted by</u> US Department of Health and Human Services
 - <u>Parties to the Agreement/Contract</u> US Department of Health and Human Services and Martin County Board of County Commissioners
 - Purpose of the Agreement/Contract Grant continuation award of \$125,000 for Year 2 of funding to support the goals of the Martin County Community Action Coalition workgroup, focusing on youth substance use prevention. In total, the award is \$611,000 over a five-year project period (December 31, 2020 September 29, 2025), with \$111,000 in Year 1 and \$125,000 per year for Years 2-5.
 - New/Renewal/Modified This is a new contract for a continuation award.
 - **Duration –** September 30, 2021 September 29, 2022
 - Benefits to Martin County Enables the County to expand and support local efforts
 that aim to reduce and prevent youth substance use. This program will allow Martin
 County to better serve a high-needs population and help connect them to the services
 in an effort to promote physical and mental health, avoid incarceration, and help
 maintain public safety.

AGENDA ITEM: DEPT-1

• <u>Cost to Martin County</u> – Grant Match of \$125,000 for the Year 2 project period, which will be provided through a combination of in-kind match dollars consisting of Martin County staff time and fringe benefits, Coalition member time and effort, and meeting/office space costs.

ALTERNATIVE ACTION:

- <u>Programmatic Implication if not approved</u> The Martin County Community Action
 Coalition will not be able to function as an actionable group and will struggle to meet
 desired outcomes.
- <u>Financial Fiscal impact if not approved</u> The Martin County Community Action
 Coalition will not have funding to be able to continue substance use prevention work
 in the community.

DOCUMENTS REQUIRING ACTION:

Budget Resolution

RECOMMENDATION:

Move that the Board adopt the Budget Resolution.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

- 4. PERMISSION TO ACCEPT THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) (2021-JAGC-MART-1-3B-096)
 - Agreement/Contract drafted by Florida Department of Law Enforcement
 - Parties to the Agreement/Contract Florida Department of Law Enforcement, Martin County Board of County Commissioners.
 - <u>Purpose of the Agreement/Contract</u> Grant award of \$53,186 to support Martin County Juvenile Diversion Programs' staff and training.
 - New/Renewal/Modified This is a new contract.
 - **Duration –** October 1, 2021 September 30, 2022
 - Benefits to Martin County Enables the County to expand and continue to support
 Juvenile Diversion programming, including Delinquency Diversion programs and
 Juvenile Drug Court. This program will allow Martin County to better serve a highneeds juvenile population and help connect them to the services they need in an
 effort to avoid incarceration, reduce recidivism, and help maintain public safety.
 - Cost to Martin County Staff time to administer grant.

ALTERNATIVE ACTION:

- <u>Programmatic Implication if not approved</u> Juvenile Diversion Programs will not be able to provide dedicated case management services to clients.
- Financial Fiscal impact if not approved None

DOCUMENTS REQUIRING ACTION:

- Edward Byrne Memorial Justice Assistance Grant (JAG) Program Acceptance of Federal Funding Assistance
- Budget Resolution

RECOMMENDATION:

 Move that the Board authorize the Chair to execute the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Acceptance of Federal Funding Assistance

AGENDA ITEM: DEPT-1

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

- 5. PERMISSION TO ACCEPT THE SMALL COUNTY OUTREACH PROGRAM (SCOP) GRANT FUNDING THROUGH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE CRA1A/DIXIE HIGHWAY RESURFACING (FROM SE MONTEREY ROAD TO SE 5TH STREET) PROJECT (FM# 441909-1-54-01
 - <u>Agreement/Contract drafted by</u> State of Florida Department of Transportation (FDOT)
 - <u>Parties to the Agreement/Contract</u> FDOT and the Martin County Board of County Commissioners
 - <u>Purpose of the Agreement/Contract</u> To provide funding not to exceed 75% of the original roadway resurfacing scope of the project with a maximum amount of \$567,036. The total estimated cost of the project is \$756,048. The CRA1A/Dixie Highway Resurfacing (from SE Monterey Road to SE 5th Street) Project scope includes milling and resurfacing, drainage improvements, signage and pavement markings.
 - New/Renewal/Modified New
 - <u>Duration</u> Martin County agrees to complete the Project on or before December 30, 2023 (date of Agreement expiration).
 - Benefits to Martin County To replace highly needed infrastructure and reduce maintenance. Policy 14.1A.10 of the Comprehensive Plan requires staff to identify project that eliminate public hazards and repair, remodeling, renovations or replacement of obsolete or worn out facilities.
 - Cost to Martin County Match funds for roadway resurfacing and costs in excess
 of the programmed funding or attributable to actions which have not received the
 required approval of FDOT shall not be considered eligible costs and shall be funded
 with budgeted funds from the FY22 Roads Capital Improvement Plan (CIP) in the
 amount of approximately \$189,012 which is the 25% match requirement for the
 SCOP grant; an annual maintenance cost is estimated to be \$2,000 per year; and
 Staffs time to administer the grant.

ALTERNATIVE ACTION:

- <u>Programmatic Implication if not approved</u> The project would be put on hold until an alternative funding source was identified.
- <u>Financial Fiscal impact if not approved</u> The County will forfeit \$567,036 in grant funding for the Construction of the project.

DOCUMENTS REQUIRING ACTION:

- SCOP Agreement (1 copy)
- Board Resolution (2 copies)
- Budget Resolution

AGENDA ITEM: DEPT-1

RECOMMENDATION:

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

- Move that the Board adopt the Board Resolution; and
- Move that the Board adopt the Budget Resolution.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

- 6. PERMISSION TO ACCEPT THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FOR EQUIPMENT BACKGROUND/RELATED STRATEGIC GOAL
 - <u>Agreement/Contract drafted by</u> U.S. Department of Homeland Security/Federal Emergency Management Agency (FEMA)
 - <u>Parties to the Agreement/Contract</u> U.S. Department of Homeland Security/FEMA and the Martin County Board of County Commissioners.
 - <u>Purpose of the Agreement/Contract</u> Funding for a powered stretcher fastener system installed in all transport units totaling \$380,720.70
 - New/Renewal/Modified This is a new contract.
 - **Duration** Date of acceptance through August 25, 2023.
 - Benefits to Martin County The funding from this award will enable the County to install powered stretcher fastener systems in all transport units that will increase safety to both the patient and operator by supporting the cot throughout the entire loading and unloading process. Power-loading cot fastener systems help to prevent debilitating back, shoulder, and other muscular injuries. The power loaders are ergonomically designed to reduce operator and patient injuries by hydraulically lifting patients weighing up to 700 lbs. EMS providers that have implemented lifting and loading systems have witnessed significant reductions in work-related injuries. Workplace injury reduction equates to tremendous cost savings. The cumulative medical costs incurred by the employer associated with a single career-ending back injury or an injured patient can be staggering. The funding that had already been budgeted for this project will now be redirected to the installation of traffic preemption devices in all emergency response vehicles to enhance intersection safety and help reduce response times.
 - Cost to Martin County County match of \$34,610.97.

ALTERNATIVE ACTION:

- <u>Programmatic Implication if not approved</u> There is a higher potential risk of an injury occurring to either the employee or patient during the on and offboard procedure from the EMS transport unit.
- Financial Fiscal impact if not approved To outfit the entire transport fleet without the grant assistance would cost \$380,720.

DOCUMENTS REQUIRING ACTION:

- Budget Resolution
- Grant agreement

AGENDA ITEM: DEPT-1

RECOMMENDATION:

 Move that the Board authorize the Chair or designee to execute the agreement through the FEMA online portal as well as any non-monetary grant related documents upon review and concurrence of the County Attorney's Office;

- Move that the Board authorize the Fire Rescue Chief, or designee, to submit and execute any additional changes, documents, or budget actions, as well as any amendments to the grant contract; and
- Move that the Board adopt the Budget Resolution.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

OTHER OMB ITEMS

7. 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. <u>Budget Resolution to Allocate Additional Revenues for Sailfish Splash Waterpark</u>
During 2021, Sailfish Splash Waterpark had a financially successful operating season and exceeded the revenue collection reflected in the FY21 budget by approximately \$555,000. The Office of Management and Budget is requesting a Budget Resolution to appropriate the additional revenues into the FY21 budget.

DOCUMENTS REQUIRING ACTION:

Budget Resolution

RECOMMENDATION:

 Move that the Board adopt the Budget Resolution to allocate the additional revenues collected by Sailfish Splash Waterpark in the amount of \$555,000.

B. <u>BUDGET RESOLUTION TO RECOGNIZE UNANTICIPATED REVENUES FROM FEES COLLECTED IN THE COURT FACILITIES FEE FUND</u>

\$50,000 in additional fees are anticipated from the \$30 surcharge fees for Court Facilities. The funds collected are to be used to fund State Court facilities. This is pursuant to F.S. 318.18(13)(a). A Budget Resolution is required to appropriate the unanticipated revenues into the FY21 budget. Additionally, a Budget Transfer from Reserves from the Court Facilities Fund in the amount of \$120,000 is requested to offset expenses incurred for courthouse maintenance.

DOCUMENTS REQUIRING ACTION:

- Budget Resolution
- Budget Transfer from Court Facilities Fund Reserves

RECOMMENDATION:

- Move that the Board adopt the Budget Resolution to increase the Court Facilities Fee
 Fund for additional fees collected; and
- Move that the Board approve the Budget Transfer from Court Facilities Fund

AGENDA ITEM: DEPT-1

reserves.

C. <u>BUDGET RESOLUTION TO RECOGNIZE UNANTICIPATED REVENUES COLLECTED IN THE CONSOLIDATED FIRE MSTU FUND</u>

During FY21, the Fire Rescue Department has been successful in diligently recouping Public Emergency Medical Transportation (PEMT) fees for the County and exceeded the projected revenue collection by approximately \$150,000. Additionally, Martin County Fire Rescue received reimbursement from the State in the amount of \$85,000 for their efforts in assisting with Hurricane Michael. The Office of Management and Budget is requesting a Budget Resolution to appropriate the unanticipated revenues into the FY21 budget.

DOCUMENTS REQUIRING ACTION:

Budget Resolution

RECOMMENDATION:

 Move that the Board adopt the Budget Resolution to allocate the additional revenues collected by the Fire Rescue Department in the amount of \$235,000.

REVIEWED BY COUNTY ATTORNEY'S OFFICE

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Item #1 - Permission to Apply for the Spencer Educational Foundation Fiscal Year 2021-2022, Summer Internship Grant for Risk Management Student Intern

DOCUMENTS REQUIRING ACTION:

• None at this time.



Item #2 - Permission to Apply For the Rebuild Florida CDBG-Mitigation General Infrastructure Program for the Martin Downs Water Repump Station Improvements

DOCUMENTS REQUIRING ACTION:

None at this time.



Item #3 - Permission to Accept the Center for Disease Control and Prevention (CDC)
Drug Free Communities (DFC) Grant (5 NH28CE003044-02-00)

DOCUMENTS REQUIRING ACTION:

Budget Resolution

BEFORE THE BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE CDC DRUG FREE COMMUNITIES FUND REVENUES AND APPROPRIATIONS

WHEREAS,
The Department of Health and Human Services Centers for Disease Control and Prevention is awarding Martin County the second year of funding in the amount of \$125,000 to expand and support local efforts to reduce and prevent youth substance abuse; and

WHEREAS,
Grant match will be provided through a combination of in-kind match dollars consisting of Martin County staff time and fringe benefits, Coalition member time and effort, and meeting/office space costs; 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:

WHEREAS,

Unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), F.S.;

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund REVENUES:	Organization	Account	Program	Activity		
120101	0210	33169	000		\$ 125,000.00	Federal Grants/ Other Human Services
TOTAL:					\$ 125,000.00	
APPROPRIATIO	ONS:					
120101	0210	03400	734		\$ 125,000.00	Other Contractual Services
TOTAL:					\$ 125,000.00	

DULY PASSED AND ADOPTED THIS 28th DAY OF SEPTEMBER, 2021

ATTEST:		BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA
Carolyn Timmann, Clerk of the Circuit Court an	d Comptroller	Stacey Hetherington, Chair
9/28/2021	DEPT-1	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
Agenda Date	Item Number	
Batch Number	Input Date	Sarah W. Woods, County Attorney

Office of Management and Budget - Supplemental Memo Attachments

Item #4 - Permission to Accept the Edward Byrne Memorial Justice Assistance Grant (JAG) (2021-JAGC-MART-1-3B-096)

DOCUMENTS REQUIRING ACTION:

- Edward Byrne Memorial Justice Assistance Grant (JAG) Program Acceptance of Federal Funding Assistance
- Budget Resolution

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: Martin County Board of County Commissioners

Subgrant Number: 2021-JAGC-MART-1-3B-096

Martin County Board of County Commissioners

Printed Name and Title

Project Title: MARTIN COUNTY JUVENILE DIVERSION PROGRAM

Pass-through Entity: Florida Department of Law Enforcement

This guard is subject to all applicable rules regulations and conditions as contained in the Department of Justice

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

Signature Date Stacey Hetherington, Chair Printed Name and Title Martin County Health and Human Services Authorizing Official (Official, Administrator, or Designated Representative) Signature Date George Stokus, Assistant County Administrator Printed Name and Title ATTEST: CAROLYN TIMMANN. CLERK OF THE Date CIRCUIT COURT AND COMPTROLLER APPROVED AS TO FORM & LEGAL SUFICIENCY: SARAH W. WOODS, COUNTY ATTORNEY Date Florida Department of Law Enforcement Office of Criminal Justice Grants Signature Date Cody Menacof, Bureau Chief

Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

Edward Byrne Memorial Justice Assistance Grant (JAG) Program SPECIAL CONDITIONS

Subrecipient: Martin County Board of County Commissioners

Subgrant Number: 2021-JAGC-MART-1-3B-096

Project Title: MARTIN COUNTY JUVENILE DIVERSION PROGRAM

Pass-through Entity: Florida Department of Law Enforcement

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

Ref# S46306: At the time of application approval, the Martin County Board of Commissioners had not submitted a current EEO Plan, and/or Approval Letter to the Office of Criminal Justice Grants. The documents must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Ref# S48190: A risk assessment completed at the time of application review determined this project is HIGH-RISK. Backup documentation supporting all expenditures must accompany each reimbursement request submitted for approval. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

BEFORE THE BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE JUSTICE ASSISTANCE GRANT (JAG) FUND REVENUES AND APPROPRIATIONS

WHEREAS, FDLE awarded Martin County \$53,186 of Justice Assistance Grant (JAG) funds via award 2021-JAGC-MART-1-3B-096

WHEREAS, No match is required by the County; and

TOTAL:

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:							
12072	0210	33110	000		\$	53,186.00	Federal grants/general government
TOTAL:					\$	53,186.00	
APPROPRIATIONS:							
12072	0210	03400	734		\$	53,186.00	Salaries

DULY PASSED AND ADOPTED THIS 28th DAY OF SEPTEMBER, 2021

53,186.00

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:
28-Sep-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 #5 - PERMISSION TO ACCEPT THE SMALL COUNTY OUTREACH PROGRAM (SCOP) GRANT FUNDING THROUGH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE CRA1A/DIXIE HIGHWAY RESURFACING (FROM SE MONTEREY ROAD TO SE 5TH STREET) PROJECT (FM# 441909-1-54-01

DOCUMENTS REQUIRING ACTION:

- SCOP Agreement (1 copy)
- Board Resolution (2 copies)
- Budget Resolution

FPN: <u>441909-1-54-01</u>	Fund: <u>SCOP</u> Org Code: <u>5504 30 10 404</u>	FLAIR Category: <u>085576</u> FLAIR Obj: <u>751000</u>
FPN:		FLAIR Category: FLAIR Obj:
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
County No:89	Contract No:	Vendor No: <u>VF596-000-743</u>
The Department and the Recipient are s NOW, THEREFORE, in consideration agree to the following:	ometimes referred to in this Agreement on of the mutual benefits to be derived f	(This date to be entered by DOT only) (This date to be entered by DOT only)
and (select the applicable s ☐ Section 339.2817 Florid ☐ Section 339.2818 Florid ☐ Section 339.2816 Florid ☐ Section 339.2819 Florid	tatutory authority for the program(s) being a Statutes, County Incentive Grant Program Statutes, Small County Outreach Program Statutes, Small County Road Assista	gram (CIGP), (CSFA 55.008) gram (SCOP), (CSFA 55.009) nce Program (SCRAP), (CSFA 55.016) centive Program (TRIP), (CSFA 55.026)

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in CONSTRUCTION (MILLING AND RESURFACING) AND CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES OF CR-A1A/SE DIXIE HIGHWAY FROM SE MONTEREY ROAD TO SE 5TH STRRET, as further described in Exhibit "A", Project Description and Responsibilities, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project: This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before <u>DECEMBER 30, 2023</u>. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- **4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project: The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - **b.** The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - **d.** Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. Project Cost:

- a. The estimated cost of the Project is \$756,048.00. This amount is based upon the Schedule of Financial Assistance in Exhibit "B", Schedule of Financial Assistance, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$567,036.00 and, additionally the Department's participation in the Project shall not exceed 75% of the total cost of the Project, and as more fully described in Exhibit "B". The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
- c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

- **ii.** Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in Exhibit "A", and as set forth in the Schedule of Financial Assistance in Exhibit "B".
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Exhibit "F", Contract Payment Requirements.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- I. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 If this box is checked, then the Agency is permitted to utilize its own forces and the following
- provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- **c.** The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- **d.** The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- **d.** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.
- **10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:
 - a. The Recipient is responsible for obtaining all permits necessary for the Project.
 - **b.** In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - **ii.** Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
 - c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
 - d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
 - e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- **h.** The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as Exhibit "C", Engineers Certification of Completion. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- **k.** The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.
- **11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a.	The Recipient agrees to maintain any constructed under this Agreement for Department right-of-way, the Recipient	•	•		,	,
	p	☐ shall				
		⊠ shall no	t			

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

- 12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
 - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to onsite visits by Department staff and/or other procedures including, reviewing any required performance and

financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- **b.** The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "J", State Financial Assistance (Florida Single Audit Act) to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, FL 32399-0405

Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General Local Government Audits/342 111 West Madison Street, Room 401 Tallahassee, FL 32399-1450

Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- **c.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- **d.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
- ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- **g.** The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- **c.** Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights

granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- **c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- **g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- **j.** This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. Exhibits A, B, D, F, and J are attached to and incorporated into this Agreement.
- **b.** \boxtimes The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

525-010-60 PROGRAM MANAGEMENT 10/2020

STATE-FUNDED GRANT AGREEMENT

c.	☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then Exhibit "H" , Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
d.	☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "K" , Advance Project Reimbursement is attached and incorporated into this Agreement.
е.	☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, Exhibit O , Terms and Conditions of Construction in Department Right-of-Way , is attached and incorporated into this Agreement.
f.	☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement:
g.	Exhibit A: Project Description and Responsibilities Exhibit B: Schedule of Financial Assistance *Exhibit C: Engineer's Certification of Compliance Exhibit D: Recipient Resolution Exhibit F: Contract Payment Requirements *Exhibit H: Alternative Advance Payment Financial Provisions Exhibit J: State Financial Assistance (Florida Single Audit Act) *Exhibit K: Advance Project Reimbursement *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way
	*Additional Exhibit(s): *Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

below.	
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
	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
	DIRECTOR OF TRANSP. DEVELOPMENT
	BY: STEVEN C. BRAUN, P.E.
	FDOT OFFICE OF THE GENERAL COUNSEL
	LEGAL REVIEW:

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s)

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 441909-1-54-01
This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department o Transportation and
MARTIN COUNTY (the Recipient)
PROJECT LOCATION:
☐ The project is on the National Highway System.
☐ The project is on the State Highway System.
PROJECT LENGTH AND MILE POST LIMITS: 1.34 Miles. CR-A1A/SE DIXIE HIGHWAY FROM SE MONTEREY ROAD TO SE $5^{ ext{TH}}$ STREET.
PROJECT DESCRIPTION: Milling and resurfacing, Installation of thermoplastic pavement markings along with drainage improvements on CR-A1A/SE Dixie Highway from SE Monterey Road to SE 5 th Street.
SPECIAL CONSIDERATIONS BY RECIPIENT:
The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.
The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform ir accordance with the following schedule:
a) Construction to be completed by December 30, 2023.
If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.
SDECIAL CONSIDERATIONS BY DEDARTMENT:

The CEI consultant cannot be the Engineering of Record (EOR) for the project.

EXHIBIT A DELIVERABLES 441909-1-54-01

CR-A1A/SE DIXIE HIGHWAY FROM SE MONTEREY ROAD TO SE 5^{TH} STREET

Pay Item Number	Item Description	Quantity	Unit
	ROADWAY		
101-1	Mobilization	1	LS
*101-1B	Pre-construction Video	0	
*101-99	Survey/Staking & As-Builts	0	
102-1	Temporary Traffic Control - Maintenance of Traffic	1	LS
104-10-3	Silt Fence, Type III	537	LF
104-18	Inlet Protection System	10	EA
110-1-1	Clearing and Grubbing	783	SY
*110-4-10	Removal of Existing Concrete	0	
285-709	Optional Base, Base Group 09	21	SY
327-70-12	Milling Existing Asphalt Pavement Avg. Depth, 1-1/2"	25,596	SY
334-1-13	SP-9.5 Asphaltic Concrete, Traffic C, 1-1/2" Thick	2,113	TON
339-1	Miscellaneous Asphalt Pavement	8	TON
400-1-2	Concrete Endwall	32	CY
425-3-36	Junction Boxes, Drainage, J-7 w/Type E Inlet	1	EA
430-174-215	38"x60" Elliptical RCP	262	LF
430-175-115	15" RCP	94	LF
520-010	Concrete Median Open Flume	3	EA
520-1-12	Concrete Curb & Gutter, Type F	370	LF
536-1-0	Guardrail - Roadway, General/Low Speed TL-2	195	LF
536-85-20	Guardrail End Treatment - Trailing Anchorage	2	EA
536-85-24	Guardrail End Treatment - Parallel Approach Terminal	2	EA
570-1-2	Performance Turf, SOD Bahia	642	SY
799-1B	Replace Type B Loops at Traffic Signals - 4'x6' Loops	2	SY

Single Post Sign, Relocate, Ground Mounted, < 12 SF	6	AS
Single Post Sign, Replace Post, Use Existing Sign Panel(s)	2	EA
Sign Panel - Street Name Blades, F&I, Ground Mounted, < 12 SF	4	EA
Retro-Reflective Pavement Markers	800	EA
Thermo Plastic, Standard, White, 6" Solid	15,223	LF
Thermo Plastic, Standard, White, 12" Solid	375	LF
Thermo Plastic, Standard, White, 18" Solid	175	LF
Thermo Plastic, Standard, White, 24" Solid	319	LF
Pavement Markings - Thermoplastic - White, 2-4 Skip, 6"	110	LF
Pavement Markings - Thermoplastic - White, Message	3	LF
Pavement Markings - Thermoplastic - White, Arrow	16	LF
Pavement Markings - Thermo Plastic - Yellow, Solid, 6"	10,290	LF
Pavement Markings - Thermo Plastic - Yellow, Solid, 18"	330	LF
Pavement Markings - Thermo Plastic - Yellow, 10-30 Skip, 6"	2,381	LF
	Single Post Sign, Replace Post, Use Existing Sign Panel(s) Sign Panel - Street Name Blades, F&I, Ground Mounted, < 12 SF Retro-Reflective Pavement Markers Thermo Plastic, Standard, White, 6" Solid Thermo Plastic, Standard, White, 12" Solid Thermo Plastic, Standard, White, 18" Solid Thermo Plastic, Standard, White, 24" Solid Pavement Markings - Thermoplastic - White, 2-4 Skip, 6" Pavement Markings - Thermoplastic - White, Message Pavement Markings - Thermoplastic - White, Arrow Pavement Markings - Thermo Plastic - Yellow, Solid, 6" Pavement Markings - Thermo Plastic - Yellow, Solid, 18"	Single Post Sign, Replace Post, Use Existing Sign Panel(s) Sign Panel - Street Name Blades, F&I, Ground Mounted, < 12 SF 4 Retro-Reflective Pavement Markers 800 Thermo Plastic, Standard, White, 6" Solid 15,223 Thermo Plastic, Standard, White, 12" Solid 375 Thermo Plastic, Standard, White, 18" Solid 175 Thermo Plastic, Standard, White, 24" Solid 319 Pavement Markings - Thermoplastic - White, 2-4 Skip, 6" 110 Pavement Markings - Thermoplastic - White, Message 3 Pavement Markings - Thermoplastic - White, Arrow 16 Pavement Markings - Thermo Plastic - Yellow, Solid, 6" 10,290 Pavement Markings - Thermo Plastic - Yellow, Solid, 18" 330

(*) = Non-Participating items

CEI CLASSIFICATIONS

Sr. Project Engineer
Project Administrator
Sr. Inspector
Project Inspector
Resident Compliance Specialist
Laboratory & Field Testing

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT AGREEMENT EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:

MARTIN COUNTY

2401 SE MONTERREY ROAD

STUART, FL 34996

FINANCIAL PROJECT NUMBER: 441909-1-54-01

I. PHASE OF WORK by Fiscal Year:	FY 2022	FY2023	FY	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 756,048.00	\$ 0.00	\$ 0.00	\$756,048.00
Maximum Department Participation - (SMALL COUNTY OUTREACH PROGRAM)	75% or \$ 567,036.00	% or \$	or \$	75% or \$ 567,036.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	25% or \$ 189,012.00	% or \$ 0.00	% or \$ 0.00	25% or \$189,012.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$ 189,012.00	\$	\$	\$ 189,012.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

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STATE-FUNDED GRANT AGREEMENT **EXHIBIT "B"** SCHEDULE OF FINANCIAL ASSISTANCE

Insert Phase and Number (if applicable)	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$756,048.00	\$0.00	\$0.00	\$756,048.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Mya Williams	
District Grant Manager Name	
Signature	Date

525-010-60 PROGRAM MANAGEMENT 09/17 Page 1 of 1

STATE-FUNDED GRANT AGREEMENT

EXHIBIT "C"

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and MARTIN COUNTY

PROJECT DESCRIPTION: CONSTRUCTION (MILLING AND RESURFACING) AND CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES OF CR-A1A/SE DIXIE HIGHWAY FROM SE MONTEREY ROAD TO SE 5^{TH} STREET.

FPID#: <u>441909-1-54-01</u>			
In accordance with the Terms and Condition provides notification that the work authorized		•	ersigned
Ву:			
Name:			
Title:			
ENGINEER'S CE	ERTIFICATION OF COM	<u>IPLIANCE</u>	-
In accordance with the Terms and Condition		•	•
certifies that all work which originally required	•	_	•
in compliance with the Project construction		•	
from the approved plans, a list of all deviation		•	•
each deviation, will be attached to this Certi shall furnish the Department a set of "as-buil			(ecipient
	Ву:,		P.E.
SEAL:	Name:		
	Data		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-011-0D PROGRAM MANAGEMENT 09/20 Page 1 of 1

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE-FUNDED GRANT AGREEMENT

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

525-011-0J PROGRAM MANAGEMENT 09/20 Page 1 of 1

STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOUR	RCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:
Awarding Agency:	Florida Department of Transportation
State Project Title and CSFA Number:	 □ County Incentive Grant Program (CIGP), (CSFA 55.008) □ Small County Outreach Program (SCOP), (CSFA 55.009) □ Small County Road Assistance Program (SCRAP), (CSFA 55.016) □ Transportation Regional Incentive Program (TRIP), (CSFA 55.026) □ Insert Program Name, Insert CSFA Number
*Award Amount:	\$567,036.00
*The state award amo	unt may change with supplemental agreements
Specific project inform	nation for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx
COMPLIANCE REQUAGREEMENT:	JIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS
•	Compliance Requirements for CSFA Number are provided at: fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

RESOLUTION NO.	

REGARDING AUTHORIZING THE EXECUTION OF A SMALL COUNTY OUTREACH PROGRAM (SCOP) AGREEMENT BETWEEN MARTIN COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR FUNDING ASSISTANCE BY THE DEPARTMENT FOR THE CRA1A / DIXIE HIGHWAY (SOUTHEAST MONTEREY ROAD TO SOUTHEAST 5TH STREET) RESURFACING PROJECT

WHEREAS, the Martin County Board of County Commissioners has made the following determinations of facts:

- 1. The Florida Department of Transportation requested that Martin County execute the Small County Outreach Program Agreement for funding assistance by the Department for the CRA1A / Dixie Highway (SE Monterey Road to SE 5th Street) Resurfacing project (FM# 441909-1-54-01), which provides for joint responsibilities of the Department and the County and to deliver such Agreement to the Department.
- 2. The Board has determined that it is appropriate to enter into a Small County Outreach Program Agreement with the Florida Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, Martin County, Florida:

- A. The Board hereby authorizes the Chair of the Martin County Board of County Commissioners, or designee, to execute and deliver to the Florida Department of Transportation the Small County Outreach Program Agreement for funding assistance by the Department for the CRA1A / Dixie Highway (SE Monterey Road to SE 5th Street) Resurfacing project; and
- B. The Board hereby authorizes the Martin County Administrator, or designee, to execute and deliver to the Florida Department of Transportation any non-monetary Small County Outreach Program Supplemental Agreements and/or time extensions upon review and approval of the Martin County Attorney's Office.

ATTEST:		BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA
CAROLYN TIMMANN CLERK OF THE CIRCUIT COURT AND COMPTROLLER	(SEAL)	STACEY HETHERINGTON CHAIR
		APPROVED AS TO FORM AND LEGAL SUFFICIENCY
		SARAH W. WOODS

RESOLUTION NUMBER

RESOLUTION INCREASING THE CRA1A/DIXIE HIGHWAY RESURFACING (SCOP) GRANT REVENUES AND APPROPRIATIONS

WHEREAS, The Florida Department of Transportation is providing grant funding in the amound of \$567,036 for the CRA1A/Dixie

Highway Resurfacing (SE MONTEREY RD TO SE 5th STREET) SCOP grant and;

WHEREAS, Martin County is required to provide a match of \$189,012 to come from Roads MSTU fund 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	:						
133728	1323	33449	000	101774	\$	567,036.00	State Grants/Other Transportation
133728	1323	811150	000	101774	\$	189,012.00	Transfer From Fund 1150
TOTAL:					\$	756,048.00	
APPROPRIA	ATIONS:						
133728	1323	06300	541	101774	\$	756,048.00	Improvements Other Than Buildings

TOTAL: \$ 756,048.00

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:
September 28, 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 - Permission to Accept the Federal Emergency Management Agency (FEMA)
Assistance to Firefighters Grant (AFG) for Equipment Background/Related Strategic
Goal

DOCUMENTS REQUIRING ACTION:

- Budget resolution
- Grant agreement

RESOLUTION NUMBER

RESOLUTION INCREASING THE FEMA ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FUND REVENUES AND APPROPRIATIONS

WHEREAS, Martin County has been awarded a grant for the reimbursement of the cost of 15 PowerLoad cot fastener systems

in the amount of \$380,720; and

a match of \$34,610 is required of the County and will come from the Fire Rescue capital equiment account; and

WHEREAS,

TOTAL:

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	:					
12762	1340	33120	000	7530	\$ 380,720.00	Federal Grants/Public Safety
TOTAL:					\$ 380,720.00	
APPROPRI	ATIONS:					
APPROPRI	ATIONS.					
12762	1340	06400	529	7530	\$ 380,720.00	Furniture and Equipment

DULY PASSED AND ADOPTED THIS 28th DAY OF SEPTEMBER, 2021

380,720.00

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:
September 28, 2021	Dept-1	
Agenda Date	Item Number	Sarah W. Woods, County Attorney
Batch Number	Input Date	
Dattii Nuiiibei	וווטעו שמנפ	

Award Letter

U.S. Department of Homeland Security Washington, D.C. 20472

FEMA

Effective date: 08/19/2021

Matthew Resch
MARTIN, COUNTY OF
2401 SE MONTEREY ROAD
STUART, FL 34996

EMW-2020-FG-18333

Dear Matthew Resch.

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2020 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$346,109.73 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$34,610.97 for a total approved budget of \$380,720.70. Please see the FY 2020 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo included in this document
- Agreement Articles included in this document
- Obligating Document included in this document
- 2020 AFG Notice of Funding Opportunity (NOFO) incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Robert Farmer

Acting Deputy Assistant Administrator

Grant Programs Directorate

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Summary Award Memo

Program: Fiscal Year 2020 Assistance to Firefighters Grant

Recipient: MARTIN, COUNTY OF DUNS number: 0713045624562

Award number: EMW-2020-FG-18333

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Fiscal Year (FY) 2020 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$380,720.70
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$346,109.73
Non-federal	\$34,610.97
Total	\$380,720.70
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2020 AFG NOFO.

Approved request details:

Equipment

Power Lift System

DESCRIPTION

Each unit comprises one PowerLOAD cot fastener system. Fleet maintenance personnel will complete the installation of these systems. The Stryker PowerLOAD cot fastener system will decrease injury risk by preventing debilitating back, shoulder, and other muscular injuries. The power loaders lift and lower stretchers into and out of ALS transport units, reduce spinal loads, eliminate the need to steer a stretcher into and out of an ALS transport unit, minimize patient drops, and feature an easy-to-use manual back-up system.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	15	\$25,381.38	\$380,720.70	Equipment

Agreement Articles

Program: Fiscal Year 2020 Assistance to Firefighters Grant

Recipient: MARTIN, COUNTY OF DUNS number: 0713045624562
Award number: EMW-2020-FG-18333

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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances -Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2. Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient policies are in accordance with OMB guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhscivil-rights-evaluation-tool. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hg.dhs.gov prior to expiration of the 30-day deadline.

Article 3 Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4 Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5 Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6 Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7 Best Practices for Collection and Use of Personally Identifiable

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at

https://www.dhs.gov/sites/default/files/publications/privacy_pia_template 2017.pdf as useful resources respectively.

Article 8 Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9 Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11 Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13 Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15 Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 16 False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 17 Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 18 Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article 19 Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 20 Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article 22 Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 23 National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith- based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 25 Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through nonfederal sources.

Article 26 Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article 27 Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 28 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 29 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. § 794) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 30 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 31 Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 33 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 34 Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 35 Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 36 USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175–175c.

Article 37 Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article 38 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: https://www.fema.gov/media-library/assets/documents/90195. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43 Award Performance Goals

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

		_									
1.Agreement EMW-2020-F0 18333		2. Am No. N/A	end	dment	No.	ecipie 000743		4. Type Action AWAR			i trol No. 641N2021T
6. Recipient Name and Address MARTIN, COUNTY OF 2401 SE MONTEREY RD STUART, FL 34996				7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646 Washington DC					al Services S.W., Room		
9. Name of Recipient Project Officer Matthew Resch				No. 7722212350 Assistance to Firefighters Grants Grant Program			10a. Phone No. 1-866- 274-0960				
This Action P 3 08/19/2021 O			Pa	Arrangement Period 08/26/2 08/25/2			023 t Period 021 to				
15. Description changes)	on o	f Actic	n a	a. (Indio	cate	fundin	g d	ata for	award	s or fina	ancial
Program Name Abbreviation	List	ings		Accoun Data(AC Code)	cs		Aw Thi	ount arded s Actio r (-)	Curr Tota Awa	ıl	Cumulative Non-Feder Commitme
AFG	97.0)44	C	2021-F0 GB01 - P410-xx		\$0.00	\$34	6,109.7	73 \$346	6,109.73	\$34,610.97

b. To describe changes other than funding data or financial changes, attach schedule and check here:

Totals \$0.00 | \$346,109.73 | \$346,109.73 | \$34,610.97

N/A

16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

This field is not applicable for digitally signed grant agreements

4101-D

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICAL (Name and Title) Robert Farmer, Acting Deputy Assistant Administrator Grant Programs Directorate	DATE 08/19/2021

Office of Management and Budget - Supplemental Memo Attachments

Item #7 - ADJUSTMENTS TO THE FISCAL YEAR 2021 BUDGET

A. <u>Budget Resolution to Allocate Additional Revenues for Sallfish Splash Waterpark</u>
During 2021, Sailfish Splash Waterpark had a financially successful operating season and exceeded the revenue collection reflected in the FY21 budget by approximately \$555,000. The Office of Management and Budget is requesting a Budget Resolution to appropriate the additional revenues into the FY21 budget.

DOCUMENTS REQUIRING ACTION:

Budget Resolution

B. <u>Budget Resolution to Recognize Unanticipated Revenues from Fees Collected in the Court Facilities Fee Fund</u>

\$50,000 in additional fees are anticipated from the \$30 surcharge fees for Court Facilities. The funds collected are to be used to fund State Court facilities. This is pursuant to F.S. 318.18(13)(a). A Budget Resolution is required to appropriate the unanticipated revenues into the FY21 budget. Additionally, a Budget Transfer from Reserves from the Court Facilities Fund in the amount of \$120,000 is requested to offset expenses incurred for courthouse maintenance.

DOCUMENTS REQUIRING ACTION:

- Budget Resolution
- Budget Transfer from Court Facilities Fund Reserves

• BUDGET RESOLUTION TO RECOGNIZE UNANTICIPATED REVENUES COLLECTED IN THE CONSOLIDATED FIRE MSTU FUND

During FY21, the Fire Rescue Department has been successful in diligently recouping Public Emergency Medical Transportation (PEMT) fees for the County and exceeded the projected revenue collection by approximately \$150,000. Additionally, Martin County Fire Rescue received reimbursement from the State in the amount of \$85,000 for their efforts in assisting with Hurricane Michael. The Office of Management and Budget is requesting a Budget Resolution to appropriate the unanticipated revenues into the FY21 budget.

DOCUMENTS REQUIRING ACTION:

Budget Resolution

RESOLUTION NUMBER

RESOLUTION INCREASING THE SAILFISH SPLASH WATERPARK FUND REVENUES AND APPROPRIATIONS

WHEREAS, The Parks and Recreation department has received various fees at Sailfish Splash Waterpark 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	:					
1131	1213	34750	000		\$359,037.00	Special Rec Facilities Fees
1131	1213	36200	000		\$100,095.00	Rents and Royalties
1131	1213	36900	000		\$95,868.00	Other Miscellaneous Revenues
TOTAL:					\$555,000.00	
APPROPRI	ATIONS:					
1131	1213	01300	572		\$75,000.00	Other Salaries
1131	1213	04300	572		\$10,000.00	Utility Services
1131	1213	04301	572		\$30,000.00	Electricity
1131	1213	04600	572		\$10,000.00	Repairs and Maintenance
1131	1213	04611	572		\$10,000.00	Building Repair and Maintenance
1131	1213	05200	572		\$20,000.00	Operating Supplies
1131	1213	05201	572		\$20,000.00	Chemicals
1131	1213	05210	572		\$50,000.00	Food
1131	7080	09901	590		\$330,000.00	Budget Reserves for Contingencies
TOTAL:					\$555,000.00	

	BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA
oller	Stacey Hetherington, Chair
	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
1	
tem Number	Sarah W. Woods, County Attorney
Input Date	
	1

RESOLUTION NUMBER

RESOLUTION INCREASING THE COURT FACILITIES FUND REVENUES AND APPROPRIATIONS

WHEREAS, The County anticipates receiving additional dollars from insurance proceeds and fees collected in the Court

to be used to fund court facilities; and

WHEREAS, Appropriations of unanticipated funds must be appropriated in accordance with Section 129.06(2)(d),

Fla. Stat.; and

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT THESE APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

	ACCOU	NT NUMBEI	R		AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
REVENUES):					
1589	0000	348930	000		\$45,684.00	Surcharge - State Court Facilities
1589	0000	36910	000		\$4,316.00	Insurance Proceeds/Refunds
TOTAL:					\$50,000.00	
					450,000.00	
APPROPRI	ATIONS:					
1589	0611	03400	519		\$50,000.00	Other Contractual Services
1569	0011	03400	219		\$30,000.00	Other Contractual Services
TOTAL:					\$50,000.00	

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:
0/00/0004	DEDT 4	
9/28/2021	DEPT-1	
Agenda Date	Item Number	Sarah W. Woods , County Attorney
Ratch Number	Innut Date	

RESOLUTION NUMBER

RESOLUTION INCREASING THE CONSOLIDATED FIRE MSTU FUND REVENUES AND APPROPRIATIONS

WHEREAS, The Fire Rescue department has received fees in excess of the budgeted revenues for Fiscal Year 2021; 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

	ACCOU	NT NUMBE	R		AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
REVENUES	S:					
1120	1340	34261	000	7530	\$150,000.00	Ambulance Fees - Collection Agency
1120	0000	34900	000		\$85,000.00	Other Charges for Services
TOTAL:					\$235,000.00	
APPROPRI	IATIONS:					
1120	4012	03400	526		\$30,000.00	Other Contractual Services
1120	4012	04600	526		\$75,000.00	Repairs and Maintenance
1120	4012	04614	526		\$35,000.00	Hardware Maintenance
1120	4012	05200	526		\$40,000.00	Operating Supplies
1120	4012	05213	526		\$55,000.00	Medical Supplies

TOTAL: \$235,000.00

ATTEST:		BOARD OF COUNTY COMMISSIONERS
		MARTIN COUNTY, FLORIDA
Carolyn Timmann, Clerk of the Circui	it Court and Comptroller	Stacey Hetherington, Chair
		APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
September 28, 2021	DEPT-1	
Agenda Date	Item Number	Sarah W. Woods, County Attorney
Batch Number	Input Date	





Board of County Commissioners

Agenda Item Summary

File ID: 21-0875 DEPT-2 Meeting Date: 9/28/2021

PLACEMENT: Departmental

TITLE:

CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL \$1 MILLION OR GREATER

EXECUTIVE SUMMARY:

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

DEPARTMENT: Administration

PREPARED BY: Name: Krysti Brotherton

Title: Purchasing Manager

REQUESTED BY: Various

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

This item serves as a placeholder for those items that meet the threshold for Board approval for contracts \$1 million or greater and contract change orders or amendments that meet the \$1 million threshold and cumulatively increase the original contact value by 10% or more.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

Items requiring approval provided via Supplemental Memorandum.

RECOMMENDED ACTION:

RECOMMENDATION

Provided via Supplemental Memorandum.

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ΑL	.TERNA	\ I I V E	REC	OMME	NDAI	IONS

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

|--|

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

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BCC MEETING DATE: September 28, 2021

AGENDA ITEM: DEPT-2

MARTIN COUNTY, FLORIDA SUPPLEMENTAL MEMORANDUM

TO: Honorable Members of the Board of DATE: September 22, 2021

County Commissioners

VIA: Taryn G. Kryzda, MPA, CPM

County Administrator

FROM: Krysti L. Brotherton, CPPB

Purchasing Manager

SUBJECT: CONTRACTS THAT MEET THE THRESHOLD FOR BOARD

APPROVAL \$1 MILLION OR GREATER

A. CONTRACTS OVER \$1,000,000 - Per Board direction, contracts valued at \$1,000,000 or more require approval by the Board of County Commissioners.

1. PHIPPS PARK RENOVATIONS PHASE II (RE-BID) (RFB2021-3316) – The complete project scope includes, but is not limited to: the construction of compacted asphalt millings drive aisles, construction of concrete sidewalks, installation of storm pipes and drainage structures, installation of exfiltration trenches, excavation of new retention ponds, installation of two sanitary lift stations, installation of water mains, installation of sewer laterals, installation of low pressure sanitary force mains, installation of rip-rap bank stabilization, landscaping installation, tree relocations, dock design, dock construction, and other incidental work as shown and specified in the Contract Documents.

Project was publicly bid (bid tabulation attached).

Fiscal Impact: Project is in the adopted FY 2021 Capital Improvement (CIP) and is funded by a Florida Inland Navigation District (FIND) grant, American Rescue Plan Act (ARPA) Infrastructure, Impact Fees, and Ad Valorem.

Recommended Action:

- 1. Move that the Board award the contract to the lowest responsive and responsible bidder, Ferreira Construction Southern Division Co., Inc. in the amount of \$3,271,794.75 (base bid only); and
- 2. Move that the Board approve the CIP revision to reflect the bid award; and
- 3. Move that the Board authorize the County Administrator or designee to execute any and all documents related to this request.

Per Board direction, all bidders have been notified of the recommendation of award and Board meeting date.

2. YARD TRASH PROCESSING, TRANSPORT & MANAGEMENT (RE-BID) (RFB2021-3340) – The County owns a "Transfer Station and Recycling Center" ("Center") located at 9101 SW Busch Street in Palm City, Florida 34990. The County's property includes an area ("the Site") that is used for the management of Yard Trash. The Site is approximately

BCC MEETING DATE: September 28, 2021

AGENDA ITEM: DEPT-2

1.4 acres in size, paved with asphalt, and located immediately north of the County's Transfer Station. The Selected Bidder (Contractor) will be allowed to use this area for receiving and shipping Yard Trash. The Site is located near an enclosed metal building ("Building") at the Center that is approximately 36,000 square feet in size and used for the management of construction and demolition debris. The approximate locations of the Site, Transfer Station, and Building are shown in the aerial photograph that is attached to the Agreement as Exhibit A.

Yard Trash is delivered to the Center by the County's franchisee (Waste Management Inc. of Florida ("WMIF")), other haulers, businesses, and residential customers. The County currently receives approximately 84,000 tons of Yard Trash each year at the Center. However, the amount of Yard Trash received at the Center can fluctuate as a result of various factors, including but not limited to hurricanes and population growth. Under the Agreement, all of the Yard Trash received at the Center will be delivered to the Contractor at the Site, but the County makes no other representations or guarantees concerning the quantity of Yard Trash that will be delivered to the Contractor. The Contractor shall be responsible for accepting, managing, and beneficially reusing all of the Yard Trash that is received at the Site, subject to the conditions in the Agreement.

This Request for Bid (RFB) was posted and advertised on June 23, 2021. Each Bidder was required to provide its price ("Rate") for providing its services to the County in compliance with the requirements in the Agreement. In general, the Contractor will transport the Yard Trash from the Site to an off-site location where the Yard Trash will be chipped, ground, or otherwise processed and used for a beneficial purpose. Among other things, the Contractor will be solely responsible for: (a) receiving and managing incoming Loads of Yard Trash; (b) loading the Yard Trash into its vehicles; (c) providing or arranging for the vehicles that will be used to transport the Yard Trash to an off-Site location; (d) Processing the Yard Trash; (e) using or arranging for the use of the Yard Trash in a beneficial manner; and (f) disposing of any material that cannot be beneficially reused. The Contractor shall pay all costs and expenses associated with these tasks. The Contractor shall be solely responsible for marketing, selling, or giving away all of the Yard Waste it receives from the County. The revenue generated by the sale of Yard Waste shall belong to the Contractor.

A copy of the proposed Agreement was included in the RFB. The Agreement provides that the County shall pay the approved Rate for each ton of Yard Trash that is removed from the Site, based on the outbound weights measured at the County's Scale House.

The initial term of the Agreement is for five (5) years and will expire on September 30, 2026. The Agreement may be renewed and extended, with the consent of both parties, for an additional four (4) years. Thus, the maximum potential duration of the Agreement is approximately nine and one-half (9.5) years.

The County received two (2) bids:

• Camo Farms, Inc. \$17.39/ton

Interstate Recycling of Florida, LLC \$20.00/ton

BCC MEETING DATE: September 28, 2021

AGENDA ITEM: DEPT-2

County staff has carefully evaluated the bid amount, the means, methods, personnel and equipment that will be used by Camo Farms to comply with the requirements of the County's Agreement as well as the past performance of Camo Farms in comparable projects, including three local governments in Florida, and determined Camo Farms is the lowest, responsive and responsible bidder.

Fiscal Impact: The County is currently paying an average annual fee of \$1,722,000 (based on 84,000 tons per year at a rate of \$20.50/ton). The estimated annual savings to the County with the recommended Contract award is \$261,240 (approximate savings of \$1,306,200 over a five-year contract term).

This Agreement is funded with Tipping Fees and Annual Assessment fees for Solid Waste.

Recommended Action:

- 1. Move that the Board award the contract to the lowest responsive and responsible bidder, Camo Farms, Inc. at a cost of \$17.39/ton; and
- 2. Move that the Board authorize the Chair to execute the Agreement and Lease for Yard Trash Processing Services.

Per Board direction, all bidders have been notified of the recommendation of award and Board meeting date.

3. MARTIN DOWNS GENERATOR STORAGE BARN (RFB2021-3346) – Project includes the construction of a 200' x 60' pre-engineered metal building with an adjacent coquina rock drive. The project also includes all associated grading, drainage, and landscaping work.

Project was publicly bid (bid tabulation attached).

Fiscal Impact: Project is in the adopted FY 2021 Capital Improvement Plan (CIP sheet attached) and is funded by Utilities Fees (Consolidated Utilities Fund).

A budget transfer in the amount of \$500,000 is needed from the Sanitary Sewer Lining CIP to the Emergency Generator Storage Building CIP to fund the bid award.

Recommended Action:

- 1. Move that the Board award the contract to the lowest responsive and responsible bidder, Ahrens Enterprises, Inc. (d/b/a AHRENS Companies) in the amount of \$924,234.00; and
- Move that the Board approve a budget transfer of \$500,000 from the Sanitary Sewer Lining CIP project to the Emergency Generator Storage Building CIP project; and

BCC MEETING DATE: September 28, 2021

AGENDA ITEM: DEPT-2

3. Move that the Board approve the CIP revision to allocate additional funding for the project; and

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

Per Board direction, all bidders have been notified of the recommendation of award and Board meeting date.



RFB2021-3316

PHIPPS PARK RENOVATIONS PHASE II (RE-BID)

DATE ADVERTISED: APRIL 14, 2021 BID DUE DATE: JUNE 2, 2021 @ 2:30 PM

VENDOR	BASE BID	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3	TOTAL BASE BID + ALTERNATES 1 & 2 & 3
FERREIRA CONSTRUCTION COMPANY, INC	\$ 3,271,794.75	\$ 21,999.20	\$ 19,471.85	\$ 622,723.50	\$ 3,935,989.30
WEST CONSTRUCTION, INC	\$ 3,522,190.81	\$ 18,816.00	\$ (32,884.00)	\$ 486,765.00	\$ 3,994,887.81
XGD SYSTEMS, LLC	\$ 3,448,089.38	\$ 36,047.00	\$ 3,216.08	\$ 543,945.90	\$ 4,031,298.36
DICKERSON FLORIDA, INC.	\$ 3,740,789.50	\$ 35,000.00	\$ 15,000.00	\$ 632,235.00	\$ 4,423,024.50
FOSTER MARINE CONTRACTORS, INC	\$ 3,951,372.50	\$ 43,000.00	\$ (11,000.00)	\$ 559,500.00	\$ 4,542,872.50
SUNSHINE LAND DESIGN, INC	\$ 4,070,800.57	\$ 39,600.00	\$ 20,625.00	\$ 590,832.00	\$ 4,721,857.57
HINTERLAND GROUP INC.	\$ 4,129,327.00	\$ 39,900.00	\$ 13,680.00	\$ 704,970.00	\$ 4,887,877.00
LOREN JOCK TRUCKING, INC	\$ 4,402,907.80	\$ 22,000.00	\$ 24,200.00	\$ 686,842.20	\$ 5,135,950.00

DEMANDSTAR STATISTICS:

NUMBER OF BIDDERS: <u>8</u>
NUMBER OF PLANHOLDERS: <u>65</u>
NUMBER OF SUPPLIERS NOTIFIED: <u>815</u>

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

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Phipps Park Campground Renovation Revised 09/28/2021

CategoryConcurrencyCIP Rating Score84Project Number2102LocationPhipps Park

District

Project Limits Phipps Park campground

Related Projects N/A

Lead Dept/Division Parks and Recreation



DESCRIPTION

This program will complete phase of the shoreline/dock for \$500,000 with a matching grant of \$250,000 from Florida Inland Navigation District (FIND). It will also add 50 amp power service for the remaining primitive sites, approximately 25 tent platform camping, and concrete pads for all sites.

BACKGROUND

The goal is to have a destination campground that has a complete camping experience to include: 50 amp service, rent-a-tent, corporate/group camping, greenway trail, campsite docking, hiking trails, restroom/shower buildings, resident Caretaker/RV check-in store, transient day use dock and picnic areas.

PROJECT ORIGINATION

Levels of Service/Comprehensive Plan Requirements

JUSTIFICATION

Phipps Park is on a septic system, FPL services are unreliable as they were left over from a former FEMA site, the shoreline is not stable, the roadway is worn, all campsites are worn out, and the buildings are structurally unsafe. A modernized campground would generate significant net revenue and economic impact to the County.

					F	unded			Unfunded
Expenditures	Total	To Date		FY21	FY22	FY23	FY24	FY25	FY26-FY30
Design	249,160	249,160							
Construction	4,541,803	1,270,008		3,271,795					
Expenditure Total	4,790,963	1,519,168		3,271,795	-	-	-	-	-
				•		-	-		
Revenues	Total	To Date	Carryover	FY21	FY22	FY23	FY24	FY25	FY26-FY30
Ad Valorem	1,126,875	326,875	800,000		-				
ARPA Infrastructure	1,369,000		1,369,000						
Grant	547,776	297,776	250,000						
Utilities	226,846	226,846							
Impact Fees	1,520,466	667,671	852,795		-	-	-	-	-
Revenue Total	4,790,963	1,519,168	3,271,795	-	-	-	-	-	-

OPERATING BUDGET IMPACT

It is estimated that each modernized RV site with 50 amp service will generate \$6,000 annually. The revised site plan will have 90 - 100 full service sites. Additional income will be derived from tent platform camping and glamping/cabin rentals. The campground will operate as a profit center and will not carry an ad valorem subsidy.

e sites

Total Unfunded



BID TABULATION

RFB2021-3340

YARD TRASH PROCESSING, TRANSPORT & MANAGEMENT (RE-BID)

DATE ADVERTISED: JUNE 23, 2021 BID DUE DATE: JULY 28, 2021 @ 2:30 PM

CAMO FARMS, INC.	PRICE (\$) PER TON	\$17.39
INTERSTATE RECYCLING OF FLORIDA	PRICE (\$) PER TON	\$20.00

DEMANDSTAR STATISTICS:

NUMBER OF BIDDERS: <u>2</u>
NUMBER OF PLANHOLDERS: <u>16</u>
NUMBER OF SUPPLIERS NOTIFIED: <u>769</u>

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

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AGREEMENT AND LEASE FOR YARD TRASH PROCESSING SERVICES BETWEEN MARTIN COUNTY AND CAMO FARMS, INC.

	D LEASE FOR YARD TRASH PROCESSING SERVICES is in the year 2021 between:
	F COUNTY COMMISSIONERS, a political subdivision of the NTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996
The CONTRACTOR: (hereinafter CONTRACTOR)	CAMO FARMS, INC. 200 2 nd Avenue South, #270 St. Petersburg, FL 33701
The Contract Name:	Yard Trash Processing, Transport & Management
The Contract Number:	RFB2021-3340
The Contract Term:	Five (5) years for the initial term, plus renewal options, but not to exceed 4 years of renewals

AGREEMENT AND LEASE FOR YARD TRASH PROCESSING SERVICES

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EXHIBITS

- A. Aerial photographs of Martin County's Center and Site
- B. Legal Description of Site
- C. Sample Monthly Activity Report
- D. Sample Invoice
- E. Contractor's Rate
- F. Form of Performance Bond
- G. FDEP Settlement Agreement
- H. FDEP Permit
- I. Memorandum of Lease

AGREEMENT AND LEASE FOR YARD TRASH PROCESSING SERVICES

This Agreement and Lease for	Yard Trash Processing Services ("Agreement") is made
and entered into this day of	, 2021 ("Effective Date") by and between
Martin County ("County), a political s	ubdivision of the State of Florida, and Camo Farms, Inc.,
("Contractor"), an Oklahoma corporat	tion, which is authorized to do business in the State of
Florida	

RECITALS

WHEREAS, the County issued a Request for Bids ("RFB") from qualified vendors that wish to receive, manage, process, transport, and beneficially reuse the Yard Trash generated in the County; and

WHEREAS, the Contractor submitted a bid in response to the County's RFB (RFB No. 2021- 3291); and

WHEREAS, the Contractor has represented to the County that it has the equipment, personnel, experience, and other resources necessary to provide the services required under this Agreement; and

WHEREAS, the County has relied upon the bid and other information provided by the Contractor concerning the Contractor's ability to provide the services requested by the County; and

WHEREAS, after evaluating the bids that were submitted in response to the County's RFB, the Board of County Commissioners ("Board") has concluded that the Board should award this Agreement to the Contractor; and

WHEREAS, the Board wishes to use and the Contractor wishes to provide the Contractor's services, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the Board finds that entering into this Agreement with the Contractor is in the public interest and will protect the public health, safety, and welfare.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits provided hereunder, the receipt and sufficiency of which are hereby acknowledged, the Board and the Contractor agree that they shall be bound by and shall strictly comply with the following provisions of this Agreement:

SECTION 1: DEFINITIONS

The capitalized words and phrases in this Agreement are defined in this Section 1. The definitions contained in this Section 1 shall be used when interpreting this Agreement. In the event that a definition herein conflicts with a similar definition in a federal, state, or local law, the definition herein shall prevail when construing this Agreement. If a definition in this Agreement is inconsistent with the definition of the same term in Section 403.703, Florida Statutes, the definition in Section 403.703, Florida Statutes, shall prevail, but only to the extent necessary to resolve the inconsistencies between the two definitions.

- **1.1** Administrator means the County's Administrator or the Administrator's designee.
- **1.2 Agreement** means this Agreement and Lease for Yard Trash Processing Services between the County and the Contractor.
- **Applicable Law** means any local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which is in effect or is enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relate in any manner to the performance of the County or Contractor under this Agreement.
- **1.4 Board** means the Board of County Commissioners of Martin County, Florida.
- **Building** means the enclosed metal building that is adjacent to the Site, approximately 36,000 square feet in size, and currently used for Processing C&D Waste.
- **Center** means the land, structures, and other improvements at the County's "Transfer Station and Recycling Center," which is located at 9101 S.W. Busch Street in Palm City, Florida.
- **Change in Law** means the adoption, promulgation, or modification of any Applicable Law after the Effective Date that directly and substantially affects the Contractor's or City's ability to perform under this Agreement. A Change in Law does not include a change in any tax law or workers' compensation law.
- **1.8** <u>Citation</u> means any warning letter, notice of violation, cease and desist order, or similar notification that the Contractor's operations on the Site are not in compliance with Applicable Law.
- **Clean Debris** means any Solid Waste that is virtually inert, is not a pollution threat to ground water or surface waters, is not a fire hazard, and is likely to retain its physical and chemical structure under expected conditions of disposal or use. Clean Debris includes brick, glass, ceramics, and uncontaminated concrete, including embedded pipe or steel.
- **1.10** Commencement Date means the date when the Contractor begins to process Yard Trash at the Site. The Commencement Date is October 1, 2021.

- 1.11 <u>Construction and Demolition Waste</u> or "<u>C&D</u>" shall have the meaning set forth in Section 403.703(6), Florida Statutes, for construction and demolition debris, except that construction and demolition waste does not include land clearing debris and related vegetative material. In general, Construction and Demolition Waste means discarded materials that are generally considered to be not water-soluble and nonhazardous in nature, including steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction, renovation, or demolition of a structure.
- 1.12 <u>Consumer Price Index</u> or <u>"CPI"</u> means the "Consumer Price Index-All items in the U.S. City Average, All Urban Consumers, not seasonally adjusted, Base Period 1982-84 = 100" (Series ID CUUR0000SA0), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency.
- **1.13** Contingency Plan means the Contractor's plan for avoiding an interruption in the work it performs under this Agreement.
- **1.14** Contractor means Camo Farms, Inc.
- **1.15** County means, depending on the context, either (a) the unincorporated area contained within the boundaries of Martin County, Florida or (b) the government of Martin County, Florida, acting through the Board or its designees.
- **1.16** <u>County Indemnified Parties</u> means the County, including its officers, agents, volunteers, and employees while acting within the course and scope of their office or employment.
- **1.17 Customer** means a Person that delivers Yard Trash to the Site.
- **1.18** <u>Director</u> means the Director of the County's Utilities & Solid Waste Department or the Director's designee(s). The Director is the County employee designated to serve as the County's representative in discussions with the Contractor regarding this Agreement.
- **1.19** <u>District Manager</u> means the senior employee that the Contractor has designated to serve as the Contractor's representative in discussions with the County regarding this Agreement.
- **1.20** Effective Date means the date when this Agreement is signed and duly executed by the Board's designee, which shall occur after the Agreement is signed and duly executed by the Contractor.
- **1.21** First Operating Year means the period of time from the Commencement Date through and including September 30, 2022, unless this Agreement is terminated earlier.
- **1.22 Force Majeure** means the following events or circumstances, but only to the extent that they delay or preclude the County or Contractor from performing any of their obligations (other than payment obligations) under this Agreement: (a) a tornado, hurricane, flood, fire, or explosion (except those caused by the negligence of Contractor, its agents, and assigns), epidemic, or pandemic; (b) acts of a public enemy, acts of war, terrorism, riots, or civil disturbances; (c) suspension, termination, or interruption of utilities necessary for

the County's or the Contractor's operations or duties under this Agreement; (d) an injunction, or a legal or equitable proceeding brought against the County or Contractor, or a Change in Law; and (e) any act, event, or condition that is determined by mutual agreement of the County and the Contractor to be of the same general type as the events of Force Majeure identified in Sections 1.22 (a) through (d).

- **1.23 Fugitive Emissions** means visible emissions (e.g., dust or particulate) that are caused by activities on the Site and have a density equal to or greater than twenty percent (20%) opacity.
- **1.24 Garbage** means all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.
- 1.25 <u>Hazardous Material</u> means Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Material includes any material or substance identified as a hazardous waste or hazardous substance in the Florida Administrative Code, Florida Statutes, U.S. Code, Code of Federal Regulations, or other Applicable Law.
- **1.26** <u>Holiday</u> means a day when the Contractor is not required to accept Yard Trash at the Site.
- 1.27 **Indemnified Loss** means all actual costs, losses, damages, expenses, and liabilities that a County Indemnified Party incurs or suffers pursuant to or in connection with, or are caused by or result from, directly or indirectly, IN WHOLE OR IN PART, any wrongful act, error or omission, or negligence by the Contractor or any of its agents, employees, or any tier of subcontractors of the Contractor, or subcontractor to a subcontractor of the Contractor, or anyone employed by any of those Persons for whose wrongful act, error or omission, or negligence any of them may be liable, except to the extent resulting solely from the negligent acts or omissions of the County Indemnified Party, in the execution or performance of the Contractor's obligations under or incidental to this Agreement. Such costs include attorneys' fees, court costs, and expert witness fees in all trial, appellate, mediation, and bankruptcy proceedings. An Indemnified Loss includes (a) any bodily injury, property damage, sickness, disease, or death; (b) any claim arising under or from any actual or alleged violation of any Applicable Law (including workers' compensation laws, environmental laws, and health and safety laws) or any common law duty; (c) any actual or alleged infringement of any intellectual rights or property of any Person; (d) any actual or alleged pollution of or damage or destruction to property, natural resources, or the environment; (e) any lawsuit resulting from or related to the designation by the Contractor of any document or material as exempt from public disclosure or public records laws; (f) any lawsuit resulting from or related to the County's decision to award this Agreement to the Contractor; and (h) defending, settling, prosecuting, investigating, or participating in (as a witness or otherwise) any proceeding

that arises out of or pertains to any of the foregoing; in each case, to the extent permitted by law or not otherwise prohibited, without regard to or limitation by the amount or type of benefits, damages, or compensation payable by or for the Contractor, any subcontractor of the Contractor, or any subcontractor to a subcontractor of the Contractor under any insurance policy or any Applicable Law (including employee benefits, disability benefits, and workers' compensation laws).

- **1.28 Load** means the cargo in a vehicle delivering Yard Trash to the Site or removing Yard Trash or other materials from the Site.
- 1.29 Reserved.
- **Mechanical Container** means a dumpster, roll-off container, compactor, or other large container that is (a) equal to or greater than one cubic yard is size, (b) placed on and removed from the Site with mechanical equipment, and (c) used for the collection of Solid Waste or Recyclable Materials.
- **Objectionable Odor** means any odor present in the outdoor atmosphere which, by itself or in combination with other odors, is or may be harmful or injurious to human health or welfare, which unreasonably interferes with the comfortable use and enjoyment of life or property, or which creates a nuisance.
- **1.32** Operating Day means a calendar day, except Sundays and Holidays, from the Commencement Date until this Agreement expires or terminates.
- **1.33** Operating Month means each calendar month from the Commencement Date until this Agreement expires or terminates. However, the first Operating Month shall begin on the Commencement Date and the last Operating Month shall end on the day when this Agreement expires or terminates.
- **Operating Year** means a period of twelve (12) consecutive Operating Months, beginning on October 1 and ending on September 30 of the following year. Notwithstanding the foregoing, the First Operating Year shall begin on the Commencement Date and end on September 30, 2022, and the last Operating Year shall end on the day when this Agreement expires or terminates.
- **1.35** Operations Plan means the Contractor's written plan for conducting its work in compliance with this Agreement.
- **1.36** Ordinances mean the County's Code of Ordinances and any amendments thereto.
- **1.37 OSHA** means the Occupational Safety and Health Administration.
- **1.38 Party** means, depending on the context, either the County or the Contractor.
- **1.39 Parties** mean the County and the Contractor.
- **1.38 Performance Bond** means the financial security furnished by the Contractor as a guarantee that the Contractor will perform its work and pay all lawful claims in

- accordance with the terms of this Agreement.
- **1.39 Permits** means any local, state or federal permit, license, franchise, registration, certification, authorization or other approval required for the performance of the Contractor's obligations under this Agreement.
- **1.40 Person** means any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of Florida or any other state; any county or municipality; and any governmental agency of any state or the federal government.
- **Processing** means any technique designed to change the physical, chemical, or biological character or composition of any Solid Waste so as to render it: safe for transport; amenable to recovery, storage, or Recycling; safe for disposal; or reduced in volume or concentration.
- **Rate** means the fees and charges approved herein for the Contractor's services, as set forth in Exhibit E.
- **Recovered Screened Material** means the fines fraction, consisting of soil and other small materials, derived from the processing or recycling of Construction and Demolition Waste, which passes through a final screen size no greater than 3/4 of an inch.
- 1.44 <u>Recyclable Materials</u> mean those materials that are capable of being recycled and would otherwise be processed or disposed of as Solid Waste. More specifically, for the purposes of this Agreement, Recyclable Materials means materials that are removed from Yard Trash at the Site and then used in a beneficial manner, including wood, metal, plastic, glass, and Clean Debris. However, Recyclable Materials does not include Recovered Screened Material, even if the Recovered Screened Material is reused or recycled.
- **Recycling** means any process by which materials that would otherwise have been Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- **1.46** Site shall mean the approximately 1.4 acre area that is depicted in Exhibit A, which is attached hereto. Exhibit B contains a legal description of the Site.
- **1.47** Solid Waste shall have the meaning provided in Section 403.703(36), Florida Statutes. Solid Waste includes Construction and Demolition Waste, Garbage, Hazardous Material, Trash, and Yard Trash.
- **1.48** <u>Tipping Area</u> means the area or areas on the Site where delivery vehicles unload Yard Trash.
- **1.49** Transfer Station means the facility where the County loads Solid Waste into trucks for transport to a disposal facility. The location of the Transfer Station is depicted in Exhibit A to this Agreement.

- **1.50** <u>Transition Period</u> means the period of time between the Effective Date and the Commencement Date.
- **Transition Plan** means a written document describing in detail the activities that shall be undertaken and the schedule that shall be followed by the Contractor during the Transition Period to ensure the Contractor successfully provides the Contractor's services in compliance with this Agreement on and after the Commencement Date.
- **Trash** means miscellaneous non-hazardous waste materials, including cardboard, paper, fiberglass, furniture, carpet, cloth, plastics, toys, styrofoam, tires, appliances, cabinets, bathtubs, rubbish, rags, sweepings, and packaging. However, Trash does not include Garbage, Hazardous Material, or other types of Unacceptable Waste.
- **1.53** <u>Unacceptable Waste</u> means any Solid Waste, liquid waste, or other material that cannot be accepted at the Site in compliance with the Permits and Applicable Law. Unacceptable Waste includes Garbage and Hazardous Material.
- **1.54 Yard Trash** means vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils.

SECTION 2: ADOPTION OF RECITALS

The Parties agree that the Recitals set forth in this Agreement are accurate, correct, and adopted herein by this reference.

SECTION 3: TERM OF THIS AGREEMENT

3.1 INITIAL TERM OF AGREEMENT

This Agreement shall take effect and be binding upon the Parties from the Effective Date until this Agreement is terminated or expires. The initial term of this Agreement shall begin on the Effective Date and shall expire on September 30, 2026, unless this Agreement is terminated earlier.

3.2 OPTION TO RENEW THE AGREEMENT

Each renewal term (if any) shall be two years in duration, unless the County and Contractor mutually agree to a longer term, but the cumulative duration of all renewal terms shall not be greater than four (4) years. During each renewal term the County and the Contractor shall be subject to the conditions and limitations contained herein, unless the County and the Contractor amend this Agreement to provide otherwise.

The Board shall have the right to renew and extend this Agreement, at the end of the initial term and at the end of each renewal term (if any), unless the Contractor gives timely written notice to the County pursuant to Section 59, below, that the Contractor is not willing to renew this Agreement. Such notice must be delivered to the County at least one year before the end of the then current term of the Agreement.

As a courtesy, the County shall endeavor to give notice to the Contractor at least one

hundred eighty (180) days before the expiration of the then current term if the County concludes that the County does not wish to renew this Agreement. However, the County's failure to provide such notice shall not constitute a breach of this Agreement, or delay the expiration of this Agreement, or otherwise adversely affect the County's rights hereunder.

SECTION 4: LEASE, LICENSE AND EASEMENTS FOR CONTRACTOR

The County owns the Site, the Transfer Station, and the other improvements and property located at 9101 S.W. Busch Street in Palm City, Florida. The Site and the Transfer Station are depicted in the aerial photographs that are attached hereto as Exhibit A. The legal description of the Site is contained in Exhibit B.

The County hereby leases to the Contractor, and the Contractor hereby leases from the County, the real property and other improvements located on the Site.

The County hereby grants the Contractor a license to access the areas adjacent to the Site, but such authorization is only for the purpose of conducting the activities expressly described in this Agreement. Among other things, this license authorizes the Contractor to transport Yard Trash and other materials from the Site to the Transfer Station and scale house on the County's property.

The County also hereby grants the Contractor all easements that the County may grant and are necessary to: (a) enable the Contractor to have ingress and egress between the Site and the dedicated right-of-way for S.W. Busch Street; and (b) provide for the drainage of stormwater from the Site. Upon request, the County will grant the Contractor other easements on or across the Site if such easements are reasonably needed for electrical transmission lines, water lines, or other utility services for the Contractor's work under this Agreement. The form, conditions, and locations of such easements shall be subject to the mutual consent of both Parties.

The lease, licenses, and easements granted to the Contractor pursuant to this Section 4 are subject to the conditions and limitations in this Agreement and they shall terminate when this Agreement expires or terminates.

Notwithstanding anything else contained herein, the County reserves its right of unrestricted ingress and egress to the areas on the Site.

SECTION 5: GENERAL SCOPE OF CONTRACTOR'S DUTIES

This Section 5 describes the general scope of the Contractor's duties under this Agreement. The general requirements in this Section 5 are supplemented by the specific requirements in the other sections of this Agreement. Subject to the conditions contained herein, the Contractor shall:

- (a) receive and accept all of the Yard Trash that is delivered to the Site;
- (b) transport all of the Yard Trash from the Site to a location where the Yard Trash will be chipped, ground, or otherwise processed and used for a beneficial purpose;

- (c) market and sell or give away all of the Yard Trash;
- (d) recycle, reuse, or dispose of any non-vegetative materials that are mixed in with or removed from the Yard Trash;
- (e) comply at all times with the requirements in this Agreement and Applicable Law;
- (f) provide all labor, services, supervision, materials, and equipment necessary to accomplish the Contractor's work in compliance with the requirements in this Agreement;
- (g) keep all revenues derived from the sale of the Yard Trash; and
- (h) perform all of its work and satisfy all of its obligations under this Agreement at Contractor's sole expense, in exchange only for the payments by the County that are expressly authorized herein and the revenues derived from the sale of Yard Trash.

SECTION 6: TRANSITION PLAN

The Contractor shall work closely with the Director during the Transition Period to ensure that the Contrator is able to commence operations on the Site as expeditiously as possible and with a minimum of disruption to the County's operations on its adjacent property. The Contractor shall meet with the Director within seven (7) days after the Effective Date to ensure that the Contractor's Transition Plan and Operations Plan are prepared expeditiously and in compliance with the requirements herein. The Transition Plan shall be submitted to the Director for the County's review within fourteen (14) days after the Effective Date. The County shall not have the authority to approve or revise the Transition Plan, but may offer comments concerning potential deficiencies in the plan. The Contractor shall promptly revise any provisions in the Transition Plan that fail to comply with the requirements in this Agreement. Under the Transition Plan, the Commencement Date shall be no later than ten (10) days after the County allows the Contractor to take possession of the Site.

Pursuant to Section 1.51, above, the Transition Plan shall describe in detail the activities that shall be undertaken and the schedule that shall be followed by the Contractor during the Transition Period to ensure the Contractor successfully provides the Contractor's services in compliance with this Agreement on and after the Commencement Date. If the Contractor wishes to start its operations on a limited basis initially and then ramp up to full operations, the Transition Plan shall describe how and when the Contractor shall receive and process select Loads of Yard Trash during the Transition Period, but the Commencement Date shall be no later than ten (10) days after the County allows the Contractor to take possession of the Site. The delivery of any select Load shall be subject to the approval of the Director and the acceptance of any select Load shall be subject to the approval of the Contractor. The Contractor shall bill and the County shall pay for Processing select Loads by following the same procedures that are set forth herein for Loads received after the Commencement Date.

SECTION 7: NOTICE TO PROCEED

The County shall issue a notice to proceed to the Contractor at least seven (7) days before the Contractor may take possession of the Site. At least two (2) days prior to the date designated in the notice to proceed, representatives of the Contractor and the County shall meet at the Site so that they can introduce their key personnel, discuss the Contractor's plans for beginning work under this Agreement, and identify steps that should be taken to ensure the successful implementation of the Transition Plan and the Operations Plan.

SECTION 8: OPERATIONS PLAN

The Contractor shall prepare and implement a detailed Operations Plan that describes how the Contractor will comply with the requirements in this Agreement. At a minimum, the Contractor's Operations Plan shall contain the following:

- (a) a description of the operating procedures and equipment that the Contractor shall use when performing the work required herein;
- (b) a diagram depicting the location of the equipment, Tipping Areas, and storage areas the Contractor shall use on the Site;
- (c) a process flow diagram depicting the movement of Yard Trash from the time it arrives on the Site until it is removed from the Site;
- (d) a description of the procedures and equipment that shall be used on the Site to receive, manage, process (if applicable), contain, temporarily store, and transport Yard Trash, Unacceptable Waste, and other materials;
- (e) the names and locations of the facilities (if any) that will be used by the Contractor for the off-Site processing of the Yard Trash;
- (f) the names and locations of the facilities that will be used by the Contractor for the disposal of non-vegetative material, including Hazardous Material and other Unacceptable Waste;
- (g) a staffing plan, which shall identify the numbers and types of employees needed to implement the Operations Plan, including the professional qualifications and experience required for each position identified in the staffing plan;
- (h) an organizational chart that identifies the Contractor's District Manager, operators, supervisors, spotters, and other employees identified in the staffing plan; and
- (i) the Contractor's strategy for marketing, selling, and beneficially using Yard Trash.

The Contractor's Operations Plan shall describe how the Site will be operated during normal conditions to ensure that: delivery vehicles will enter the Site, unload, and leave in a timely

manner; the Yard Trash will be inspected; and Unacceptable Waste will be segregated from other materials and then removed from the Site.

The Operations Plan shall include the Contractor's procedures and protocols for ensuring that the Contractor's work under this Agreement will be performed in a safe and responsible manner. The Contractor shall describe the safety and loss control training that will be provided to the employees providing services under this Agreement. The Operations Plan shall contain the safety rules that will be applicable to visitors, including the County's representatives, when they are on the Site.

The Operations Plan shall include the Contingency Plan described in Section 19, below.

The Contractor's Operations Plan shall be submitted to the Director at least ten (10) calendar days before the Commencement Date. The Operations Plan shall be revised and updated whenever the Contractor changes its operating procedures. The updated portions of the Operations Plan shall be submitted to the Director within five (5) Operating Days after the Operations Plan is updated.

The Operations Plan shall be provided to the Director for informational purposes only, except to the extent otherwise provided in Section 21, below. The Director shall have no right to approve, reject, or revise the Operations Plan. Nonetheless, the Operations Plan must satisfy the requirements contained herein and the Contractor shall revise the plan promptly if the Director identifies any instances where the plan fails to comply. The Contractor shall follow and comply with its Operations Plan at all times during the term of this Agreement.

SECTION 9: DELIVERY OF YARD TRASH

On the Commencement Date and each Operating Day thereafter throughout the term of this Agreement, when vehicles deliver Loads of Yard Trash to the scale house at the County's Center, the County shall weigh the vehicles at the County's scale house and then direct the vehicles to the Site. The County also will deliver Yard Trash to the Site if the Yard Trash is removed from Loads of material received at the Building or elsewhere at the Center. The Contractor shall allow the vehicles to unload at the Site in the same sequence in which the vehicles arrive. The Contractor shall not allow any vehicles to circumvent the queue at the Site and thereby cut in line in front of other vehicles. The Contractor shall coordinate with the County to ensure that the roads at the Center are maintained at all times by the County to allow safe and unimpeded access to and from the Site, without causing delays or damage to the delivery vehicles. If vehicles become stuck or otherwise unable to move on the Site, the Contractor shall promptly notify the County or provide assistance in moving the vehicle.

The County shall have no obligation to deliver (or cause the delivery of) Yard Trash to the Site until the Contractor takes possession of the Site and gives notice to the County that the Contractor is prepared to begin operations. The Contractor's notice to the County shall identify the date when the Contractor wishes to begin receiving Loads of Yard Trash and the approximate quantities of Yard Trash that the Contractor wishes to receive. The Contractor shall coordinate with the County to try to ensure that the Contractor's needs for Yard Trash are satisfied before the Commencement Date, but the County's sole obligation will be to direct Loads of Yard Trash to the Site after they arrive at the scale house.

SECTION 10: TIPPING AREAS

The Contractor shall provide and maintain at least one and preferably two (2) separate, dedicated Tipping Areas on the Site for unloading vehicles that are delivering Yard Trash. If two areas are provided:

- (a) One area shall be used solely for unloading small vehicles (i.e., automobiles and light trucks that are less than 10,000 pounds (gross vehicle weight)) containing Loads classified by the County as Yard Trash.
- (b) One area shall be dedicated solely to large vehicles (i.e., medium and heavy trucks in excess of 10,000 pounds (gross vehicle weight)) containing Loads classified by the County as Yard Trash.

The Contractor shall use its best efforts to ensure that vehicles delivering Yard Trash are able to enter the Tipping Area, unload, and leave the Site as expeditiously as possible.

SECTION 11: DUTY TO ACCEPT AND PROCESS YARD TRASH

On the Commencement Date and each Operating Day thereafter throughout the term of this Agreement, the Contractor shall accept and process all of the Yard Trash that is delivered to the Site. The Contractor shall not divert or move any portion of the Yard Trash from the Site to any other Solid Waste management facility for Processing, Recycling, disposal, or other purposes, except as otherwise provided herein or approved in advance in writing by the Director.

SECTION 12: INSPECTION, ACCEPTANCE AND REJECTION OF SOLID WASTE

The County shall not knowingly deliver and the Contractor shall not knowingly accept or Process any Unacceptable Waste at the Site. When vehicles arrive at the Center, the County shall make a preliminary determination as to whether the Load contains Yard Trash and should be delivered to the Site. At its option, the County also may provide a spotter at the Tipping Area to identify Unacceptable Waste. However, the Contractor shall be solely responsible for making the final determination as to whether any single item or any Load of material delivered to the Site is Unacceptable Waste.

The Contractor shall have at least one trained spotter or operator on duty at all times when Yard Trash is delivered to the Site. A spotter or operator shall be on duty at a Tipping Area at all times when Yard Trash is being unloaded at that Tipping Area. The Contractor's spotter(s) or operator(s) shall inspect each Load of Yard Trash when it is unloaded and shall determine whether such Load is acceptable or not. The Contrator may refuse to accept part or all of a Load of Yard Trash if the Contractor reasonably believes the rejected material consists of Hazardous Material or other Unacceptable Waste. If part of a Load contains or consists of Unacceptable Waste (e.g., a plastic bag full of Garbage or Trash; a waste tire) that can be readily removed from the Yard Trash, the Contractor shall remove the Unacceptable Waste from the Load and then accept the portion of the Load that consists of Yard Trash.

If the Contractor reasonably believes that a vehicle is about to unload Unacceptable Waste at the Site, the Contractor shall immediately notify the driver of such vehicle that he or she cannot unload the Unacceptable Waste. If a vehicle already has unloaded Unacceptable Waste at the Site, the Contractor shall immediately notify the driver, before the driver leaves the Site, that the Unacceptable Waste has been rejected by the Contractor. After notifying the driver, the Contractor shall place the Unacceptable Waste back into the driver's vehicle, or place the Unacceptable Waste in a Mechanical Container, or segregate the Unacceptable Waste from the active Tipping Areas, and otherwise manage the Unacceptable Waste in compliance with Applicable Law. In all cases, the Contractor shall be deemed to have accepted the Solid Waste when the Solid Waste is unloaded at the Site, unless the Contractor informs the driver of the vehicle before the vehicle leaves the Site that that waste is being rejected as Unacceptable Waste and then takes the steps identified in the preceeding sentence.

The procedures in this Section 12 must be followed if the Contractor wishes to reject any Solid Waste that is unloaded at the Site, including waste tires. If the Contractor fails to comply with these procedures, the Contractor shall be deemed to have accepted the Solid Waste.

Title, responsibility, and liability for all of the Solid Waste delivered to the Site shall pass to the Contractor when such Solid Waste is accepted at the Site. The Contractor shall arrange and pay for the disposal of all Solid Waste, including Unacceptable Waste, that is accepted at the Site.

SECTION 13: PROCESSING AND MANAGEMENT OF YARD TRASH

All of the Yard Trash accepted by the Contractor shall be processed, as needed, to provide for the beneficial use of the Yard Trash. The Yard Trash may be processed at any off-Site location that is properly licensed and permitted for such activities. Yard Trash shall not be chipped or ground on the Site, unless the Contractor receives the Director's prior written approval expressly authorizing such activities.

The Contractor shall beneficially reuse one hundred percent (100%) of the Yard Trash that it receives at the Site, unless the Contractor receives the Director's written approval to deviate from this standard temporarily due to a Force Majeure Event. At all times the Contractor shall use its best efforts to beneficially reuse all of the Yard Trash it receives at the Site.

The Contractor is solely responsible for removing materials from the Yard Trash that may damage the Contractor's Processing equipment or operations, including rocks, concrete, and metal. Any grinding or chipping of Yard Trash on the Site shall be conducted in compliance with all Applicable Laws, including the requirements in Exhibit G (FDEP Settlement Agreement).

All of the Yard Trash and other material received on the Site shall be handled on a "first in, first out" basis. Upon the County's request, the Contractor shall provide the Director with dated photographs demonstrating that the Contractor has systematically processed and removed all of the materials in its stockpiles on a "first in, first out" basis.

If the Yard Trash accepted by the Contractor contains non-vegetative Solid Waste (e.g., Garbage or Trash) that is not a Hazardous Material, the Contractor may remove such waste from the Yard

Trash and then place the waste in a Mechanical Container on the Site. In the alternative, the Contractor may place the waste at a location in or near the Transfer Station, subject to the prior approval of the Director. All such waste shall be removed from the Site in compliance with the deadlines in Section 14, below. The Contractor shall pay the County for the disposal of all such waste pursuant to Section 28.6, below.

If the Contractor receives or generates Clean Debris (e.g., soil; concrete), the Clean Debris may be disposed of on the County's adjacent property at no charge to the Contractor, subject to the conditions herein. In such cases, the Clean Debris shall be transported by the Contractor to the County's scale house, where the Clean Debris will be weighed by the County, and then the Contractor shall deliver the Clean Debris to a location on the County's property that has been designated by the Director. The County will use the Clean Debris as fill material or for other lawful purposes. Among other things, the County may use the Clean Debris to fill a retention area located on the County's property.

If the Contractor receives concrete that it wishes to give to the County, the Contractor shall cut or otherwise remove any exposed rebar that extends out of the concrete. The concrete shall not constitute Clean Debris, and shall not be accepted by the County as Clean Debris, if rebar extends outside of the concrete.

SECTION 14: TEMPORARY ON-SITE STORAGE

All of the Yard Trash in a Load shall be removed from the Site by the Contractor within five (5) Operating Days after that Load is accepted by the Contractor at the Site. No processed or unprocessed Yard Trash may be stored or stockpiled on the Site for more than five (5) Operating Days.

If non-vegetative materials are removed from the Yard Trash and placed in a Mechanical Container or a segregated area on the Site, all such material must be removed from the Site within ten (10) calendar days after being placed in the Mechanical Container or segregated area. The Mechanical Container must be emptied, and the segregated area must be cleared, at least once every ten (10) calendar days.

Notwithstanding anything else contained herein, Yard Trash and other materials shall be removed from the Site in compliance with the deadlines established in the Permits and Applicable Laws if those deadlines are shorter than the deadlines provided herein.

All processed and unprocessed materials shall be stored in Mechanical Containers or in neat, compact areas on the Site that have been designated in the Operations Plan. Bollards or other containment methods shall be used to confine and manage any material that is not placed in a Mechanical Container.

Notwithstanding anything else contained herein, the Contractor shall not store, stockpile, or otherwise have more than a total of 1,500 tons of processed and unprocessed materials on the Site at any time. If more than 1,500 tons of processed and unprocessed materials are on the Site at any time, as estimated by the County based on scale house records or visual inspections, the County may reduce the County's payments to the Contractor, as described in Section 28.3, below. In the alternative, the County may arrange for a third party to remove the excess

materials from the Site and then deduct the cost of the third party's services from the compensation paid to the Contractor, as described in Section 28.2, below.

The Contractor may petition the County to increase the amount of on-Site storage when needed to address conditions resulting from a Force Majeure event. If the County grants the Contractor's petition, the Contractor shall promptly prepare and provide the County with an updated Operations Plan, which must demonstrate that the Contractor will be able to provide neat, orderly, and workmanlike operations on the Site after the on-site storage is increased.

SECTION 15: SITE MAINTENANCE

The Contractor shall maintain the Site in a clean, orderly, and workmanlike manner at all times. All paper, plastic, and other litter on the Site must be picked up, placed in an appropriate waste receptacle, or otherwise removed from the Site each Operating Day.

Fugitive Emissions, Objectionable Odors, and nuisance conditions on the Site are prohibited. At a minimum, the Contractor shall water the on-Site roadways to prevent Fugitive Emissions from truck traffic. The Contractor also shall use water, misting systems or other appropriate measures to minimize the dust emitted from the operations in the Tipping Areas, the Processing areas (if any), the storage areas, and other areas on the Site. The Contractor shall monitor and measure the wind speed and direction throughout each Operating Day. The Contractor shall suspend part or all of its operations, as necessary, whenever the wind speed exceeds fifteen (15) miles per hour or the wind direction indicates Fugitive Emissions are likely to occur.

SECTION 16: CONTRACTOR'S PERSONNEL AND EQUIPMENT

16.1 GENERAL REQUIREMENTS

The Contractor shall provide all equipment and personnel necessary to perform Contractor's duties under this Agreement in a safe, timely and efficient manner. All of the equipment used by the Contractor shall be designed for its proposed use. Such equipment shall be maintained and operated in accordance with the manufacturer's recommendations. The Contractor shall use its best efforts to keep its equipment in operating condition at all times. The Contractor shall make arrangements for or have access to additional equipment and workers, as necessary, to ensure that the Contractor's operations on the Site are not interrupted or halted. The Contractor shall have equipment and personnel available to properly inspect and receive the first Load and the last Load of Yard Trash received each Operating Day at the Site.

16.2 MINIMUM QUALIFICATIONS

All of the Contractor's employees shall be competent and appropriately trained for the tasks assigned to them. All employees shall receive appropriate training before they commence work under this Agreement. The Contractor shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this Agreement and all Applicable Laws.

The Contractor must have successfully operated a Yard Trash Processing facility for at least two consecutive years before commencing work at the Site. Each of the Contractor's operators and supervisors shall have a minimum of two years of prior experience operating facilities where Yard Trash is processed. The Contractor, and the Contractor's operators and supervisors, shall comply with the applicable requirements in FDEP Rule 62-701.320(15), Florida Administrative Code.

16.3 EMPLOYEE CONDUCT

The Contractor's personnel shall maintain a courteous and respectful attitude toward the public at all times. The Contractor shall instruct its employees to avoid loud or profane language during the performance of their duties under this Agreement. The Contractor's employees shall not cause any disturbance, interference, or delay to any work or service rendered to the County or by the County. The Contractor's employees shall not conduct themselves in a negligent, disorderly or dishonest manner.

16.4 EMPLOYEE IDENTIFICATION

The Contractor shall furnish each employee with an appropriate means of identifying him or her as an employee of the Contractor (e.g., a uniform with a name tag and company logo). The Contractor's employees shall wear the identification at all times while on the Site or Center. The Director has the right to approve the identifiers or identification furnished by the Contractor.

16.5 ATTIRE FOR EMPLOYEES

The Contractor's employees shall wear proper attire at all times when working at the Site under this Agreement. Proper attire shall consist of appropriate pants or shorts, a shirt with the Contractor's name or logo, and boots or similar footwear. Personal protective equipment (e.g., goggles; reflective vests) shall be worn, as necessary

16.6 THE CONTRACTOR'S COMPLIANCE WITH LABOR LAWS

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

The Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. 1324, et. seq., and the regulations relating thereto, as either may be amended from time to time. Failure to comply with the provisions of these Applicable Laws shall be considered a material breach and shall be grounds for termination of this Agreement.

The County requires the Contractor and its subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. Within five (5) Operating Days after receiving a written request from the

Administrator, the Contractor shall provide proof of registration with the E-Verify System and an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

SECTION 17: HOURS AND DAYS OF OPERATIONS

The County's normal hours and days of operation at the Center are Monday through Friday, from 7:30 a.m. to 5:00 p.m., and Saturday from 7:30 a.m. to 12:00 p.m. The County may change (increase or decrease) the days and hours of operation at the Center when needed to respond to a hurricane or other Force Majeure event. The Director shall provide reasonable notice to Contractor concerning any such change.

The Contractor shall receive Yard Trash at the Site during the same hours and days that the County's Center is open to receive Solid Waste from the public. However, the Contractor may deviate from this schedule if the Contractor receives the Director's prior written approval for the deviation. The Contractor may enter the Site at 6:30 a.m. on Operating Days, subject to any security and safety requirements established by the Director.

The County's Center is closed on the following Holidays: Memorial Day; Labor Day; Fourth of July; Thanksgiving Day; Christmas Day; and New Year's Day. The Director may designate additional days as Holidays, as the County deems appropriate. The Director shall provide notice to the Contractor before designating additional Holidays.

SECTION 18: SPILLS AND ENVIRONMENTAL REMEDIATION

The Contractor shall immediately clean up any spills of oil, hydraulic fluid, or liquid waste at the Site, regardless of whether the spill occurs due to the activities of the Contractor or its Customers. The Contractor shall use its best efforts to contain and control any spill. The Contractor shall keep spill kits and absorbent material available on the Site at all times in sufficient quantities to respond to any spill up to fifty (50) gallons. All of the Contractor's spotters and operators shall be trained concerning the proper response to spills, including spills involving Hazardous Materials.

The Contractor shall use best management practices to prevent spills from occurring. The Contractor's equipment shall be maintained and its supplies shall be stored in a manner that minimizes the risk of contamination to the Site. The Contractor shall be responsible for all costs of responding to and remediating the damages of any spill, including impacts to surface water or groundwater resulting from the Contractor's operations.

The Contractor shall immediately notify the County of any spill or leak that is estimated to be greater than five (5) gallons. A written report shall be sent to the County within twenty-four (24) hours of any such incident. Photographs of the spill or leak, and a description of the Contractor's response, shall be included in the report.

SECTION 19: CONTINGENCY PLAN

The Contractor must prepare a Contingency Plan for its operations at the Site. The Contingency Plan must describe the procedures that will be followed whenever there is an unexpected accident or problem at the Site, including but not limited to hurricanes, accidents involving employees or Customers, the receipt or spill of Hazardous Materials, and similar events. The Contingency Plan shall identify the name and telephone number of each local, state, and federal agency that needs to be contacted in the event of a spill or emergency. The Contingency Plan also shall identify the individuals working for the Contractor, and the individuals working for the County, that must be notified concerning such events. The Contingency Plan shall include the telephone numbers and e-mail addresses for all such Persons.

The Contractor's Contingency Plan shall identify the steps that the Contractor shall take to repair or replace its equipment in a timely manner following a malfunction or other problem. The Contingency Plan shall contain the name and contact information for the companies that will provide spare parts, replacement equipment, and rental equipment in the event of a malfunction.

The Contingency Plan shall identify the steps that the Contractor will take to ensure uninterrupted operations at the Site if one or more of its employees are sick due to COVID-19 or other causes.

The Contingency Plan shall be updated each Operating Year in October or when otherwise necessary. The Contingency Plan shall be resubmitted to the Director within five (5) Operating Days after the plan is updated.

SECTION 20: COUNTY RESPONSIBILITIES REGARDING YARD TRASH

Whenever a Customer delivers a Load of Yard Trash to the County's Center on or after the Commencement Date, the County shall direct the Customer to the Site. The County shall operate certified scales at the Center, which the County shall use to measure and record the weight of each Load delivered to and removed from the Site. If the scales are temporarily inoperable, the County shall use tare weights, volumes, or other methods to estimate the weight of each Load delivered to or removed from the Site. The County shall provide daily, weekly, and/or monthly material tonnage reports to the Contractor, as needed. The County's scale house records will be available for inspection by the Contractor, upon request, following reasonable advance notice.

The County shall establish and maintain simple and clear classification codes to correspond with the various types of material delivered to and removed from the Site. The County staff shall communicate directly with the Contractor to ensure Customers are charged by the County for the appropriate type of material. The County shall determine the appropriate classification for each Load of Yard Trash or Solid Waste delivered to or transported from the Site.

The County will provide well water for use on the Site, including dust suppression. The County also has a water truck at the Center that the County will use, upon request, to assist with dust control for the on-Site roads. In the event a public water supply system is available in the future,

the County shall, upon request, evaluate the cost and feasibility of connecting the public supply to the existing water lines on the Site. If the County and Contractor agree concerning the installation of a water line to the Site, the connection will be metered and the monthly water bills will be paid by the Contractor.

The County shall provide directional traffic signs within the Site, consistent with the overall signage plan for the Center. The County also will provide signs concerning the types of material that will be accepted at the Site.

Notwithstanding anything else contained herein, the County does not guarantee and affirmatively disclaims any representation or warranty concerning the quantity, quality, composition, or physical or chemical characteristics of the Yard Trash and other material that will be delivered to the Contractor. The County does not provide any express or implied warranty concerning such material.

SECTION 21: USE OF THE SITE AND CENTER

The Contractor may occupy and use the Site, subject to the conditions herein. The Contractor acknowledges and agrees that the County provides no warranties or guarantees of any kind concerning the condition or capability of the Site, which the Contractor accepts "as is" and "where is." The Contractor may install fixtures and equipment on the Site, and may make other improvements to the Site, after receiving the Director's written approval, which shall not be unreasonably withheld or delayed.

The Contractor shall use care in the performance of its services under this Agreement. The Contractor shall pay for and promptly repair all damages to the Site and the Center that occur as a result of the Contractor's activities. Upon the expiration or termination of this Agreement, the Contractor shall deliver possession of the Site to the County in the same condition the Site was in on the date when the Contractor took possession of it, except for ordinary wear and tear.

The Contractor and its employees may use the Site for the activities expressly authorized in this Agreement, subject to the requirements herein. The Contractor also may provide portable toilets on the Site for its employees' use. In addition, if the Contractor requests and receives the Director's prior written approval, the Contractor may: (a) store equipment, tools, supplies, and similar materials on the Site; (b) perform routine maintenance work on vehicles and heavy equipment on the Site; (c) store fuel, oil, solvents and similar materials on the Site, as needed to service the Contractor's vehicles and heavy equipment; and (d) refuel the Contractor's vehicles and heavy equipment on the Site. Before the Contractor undertakes any of these activities on the Site, the Contractor shall amend its Operations Plan to include a detailed written description of the measures the Contractor will take to ensure that these activities are performed in compliance with Applicable Law and this Agreement. Notwithstanding anything to the contrary herein (e.g., Section 8), these components of the Contractor's Operations Plan are subject to the Director's review and approval, which shall not be unreasonably withheld. The Contractor shall not store any materials or vehicles on the Site or the Center, and the Contractor shall not conduct any activities on the Site or the Center, unless expressly authorized herein or approved in advance in writing by the Director.

The Contractor and its employees shall be given access to and from the Site, following established lanes of traffic through the Center, for routine daily transits during the days and hours when the Center is open to the public. The Contractor and Director shall work together to develop mutually acceptable procedures for providing access to the Site during emergencies or other unusual circumstances.

Scavenging is not permitted anywhere on the Center or the Site. The Contractor and its employees are not allowed to disturb, take, borrow, move, remove or use any items, supplies or equipment, including materials that have been set aside for Recycling or disposal, that belong to the County or any other Person, except with the prior written permission of the Director. Any such activity occurring without prior written permission shall be treated as theft and reported to law enforcement agencies.

The Contractor and its employees shall not trespass on or enter into any facility, building, or area of the Center, except with the prior written permission of the Director.

The Contractor shall pay any and all utility bills for the Contractor's activities on the Site, including electricity, water, and telephone service.

SECTION 22: NO LIENS ON SITE

The Contractor covenants and agrees that: (a) the Contractor and its subcontractors (if any) shall have no power or authority to incur any indebtedness giving a right to a lien or encumberance of any kind or character upon the right, title, and interest of the County in and to the Site or the Center; and (b) under this Agreement, no third person shall ever be entitled to any mortgage, encumberance, or lien of any kind on the Site or the Center. All persons contracting with the Contractor, or furnishing materials or labor to the Contractor or to the Contractor's agents or servants, and all other Persons shall be bound by the provisions of this Agreement, which bars any lien on the real property that comprises the Site or the Center.

SECTION 23: NOTICE REGARDING LIENS

NOTICE IS HEREBY GIVEN THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY LABOR OR MATERIALS FURNISHED OR TO BE FURNISHED TO CONTRACTOR OR ANY OTHER PARTY CLAIMING UNDER THE CONTRACTOR UPON CREDIT, AND THAT NO CONSTRUCTION OR OTHER LIEN FOR ANY SUCH LABOR OR MATERIALS SHALL ATTACH TO OR AFFECT THE FEE ESTATE HELD BY THE COUNTY. NOTHING IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION JOINDER BY THE COUNTY IN ANY APPLICATION OR APPROVAL, SHALL BE DEEMED OR CONSTRUED IN ANY WAY TO CONSTITUTE COUNTY'S CONSENT OR REQUEST, EXPRESS OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY CONTRACTOR, SUBCONTRACTOR, LABORER, OR EQUIPMENT OR MATERIAL SUPPLIER FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS OR EQUIPMENT FOR ANY CONSTRUCTION, NOR AS GIVING THE CONTRACTOR OR ANY OTHER PERSON CLAIMING UNDER THE CONTRACTOR ANY RIGHT, POWER OR AUTHORITY TO CONTRACT FOR, OR PERMIT THE RENDERING OF, ANY SERVICES, OR THE FURNISHING OF ANY MATERIALS THAT WOULD GIVE RISE TO

THE FILING OF ANY LIENS AGAINST THE FEE ESTATE. THE CONTRACTOR SHALL INDEMNIFY THE COUNTY AGAINST ANY CONSTRUCTION UNDERTAKEN BY THE CONTRACTOR OR ANYONE CLAIMING THROUGH THE CONTRACTOR, AND AGAINST ALL PROHIBITED LIENS.

SECTION 24: MEMORANDUM OF LEASE FOR PUBLIC RECORDS

Pursuant to Section 713.10(2)(b), Florida Statutes, the County and the Contractor agree to execute a short form Memorandum of Lease, in the form shown in Exhibit I, for the purpose of recording such form in the public records of Martin County, Florida.

SECTION 25: SUBLEASES, SUBCONTRACTS, AND ASSIGNMENT OF LEASE

The Contractor shall not sublease all or any portion of the Site. The Contractor shall not assign this lease or transfer controlling interest in the Contractor, except as provided in Section 54, below. The transfer or assignment of this Agreement shall require the prior written consent of the County. Any single transaction or combination of transactions that results in a controlling or majority interest in the Contractor, or substantially all of the Contractor's assets, being purchased by or merged with any other Person shall constitute a transfer of this Agreement. The Contractor shall not subcontract its duties or obligations under this Agreement without the prior written consent of the County. Before any subcontractor will be allowed to enter the Site, the Contractor must provide the Director with written notice that identifies the name of the subcontractor and a description of the work to be performed by the subcontractor. No subcontract shall relieve the Contractor of any of its duties or obligations to the County under this Agreement.

SECTION 26: CONTRACTOR'S CLOSURE OF SITE

When this Agreement expires or terminates, the Contractor shall complete its operations on the Site and close the Site in compliance with Applicable Law, including Chapter 62-701, F.A.C. Among other things, the Contractor shall remove all of the Yard Trash, other Solid Waste, and Recyclable Materials from the Site. The Contractor also shall remove all of its equipment, tools, supplies, and personal property from the Site and the Center, unless the Parties agree otherwise in writing. However, the Contractor shall have no obligation to remove any structure, fixture, or accessory that was present on the Site when the Contractor took possession of the Site.

SECTION 27: COUNTY'S REPOSSESSION OF SITE

Upon the expiration or termination of this Agreement, the County is authorized to repossess the Site, including all improvements, fixtures, and personal property on the Site, either with or without legal process. With regard to such circumstances, the Contractor hereby waives any demand for possession of the property, and agrees to surrender and deliver the Site and property peacefully to the County. In the event of any forefeiture, the Contractor shall have no claim against the County for any improvements made on the Site or for any other cause whatsoever. The provisions of this Section 27 shall not be construed to divest the County of any legal right or remedy that it may have by statutory or common law, enforceable at law or in equity. This Section 27 affords the County a cumulative remedy, in addition to all other remedies available to

The Site and the Center are and at all times shall remain the property of the County. All structures, fixtures, equipment, supplies, and personal property of every kind hereafter erected, installed, or placed on the Site or the Center by the Contractor shall become the property of the County unless removed within thirty (30) days after the expiration or termination of this Agreement. At the end of such 30-day period, the Contractor shall forfeit all of its right, title, and interest in any such structure, fixture, equipment or property to the County, without any further action being required of the Parties. Upon the expiration or termination of this Agreement, the Contractor shall deliver possession of the Site, including all improvements, to the County, free and clear of all liens, encumberances, and sub-leases. The Parties shall cooperate reasonably to achieve an orderly and expeditious transition of operations from the Contractor to the County.

SECTION 28: COMPENSATION FOR CONTRACTOR

28.1 INVOICES

The Contractor shall prepare and submit invoices to the County on a monthly basis for the services provided under this Agreement during the prior Operating Month. The Contractor's invoices shall be prepared in compliance with the format shown in Exhibit D. Each invoice shall be submitted with the monthly activity report that is required pursuant to Section 33, below. The weight (tonnage) of materials identified in the Contractor's invoice and monthly activity report shall be based on and consistent with the weight (tonnage) recorded by the County in its official records for the scale house.

The County's payments to the Contractor shall be calculated by (a) multiplying the Rate times the weight of the Yard Trash transported from the Site during the relevant Operating Month and (b) then subtracting the cost of transporting and disposing of all Solid Waste and other non-vegetative materials that the Contractor delivered to the County during the relevant Operating Month. For example, in a hypothetical Operating Month in which the Contractor transports 100 tons of Yard Trash from the Site, the County's payments for that month shall be equal to the Rate multiplied by 100, minus the cost of transporting and disposing of materials (e.g., Trash) that were sent to a disposal facility.

The Contractor shall receive no payment from the County for any shipments of Clean Debris or Recovered Screened Material.

The County shall pay all invoices in accordance with the Florida Prompt Payment Act, Section 218, Florida Statutes. The County may contest any charge shown in the Contractor's invoices, but the County shall promptly pay all uncontested amounts.

28.2 ADJUSTMENTS TO PAYMENTS

The County's payments to the Contractor shall be reduced: (a) pursuant to Section 28.3, below if the Contractor stores excessive amounts of material on the Site; (b) if the County pays any fines or expenses as a result of any Citations received by the Contractor; (c) if the County pays any

expense because of the Contractor's failure to comply with the requirements herein; or (d) if the County imposes any administrative assessments pursuant to Section 39, below.

28.3 ADJUSTMENTS FOR EXCESS STORED MATERIAL

The County's payments to the Contractor shall be reduced when the County determines the Contractor has more material on Site than is allowed pursuant to Section 14, above. The Contractor's monthly activity report shall identify the "Net Balance On Site," pursuant to Section 33 herein and Exhibit C. If the Net Balance On Site calculation shows that the Contractor has more than 1,500 tons of material on the Site (including all processed and unprocessed material), the compensation paid to the Contractor shall be reduced by One Dollar (\$1.00) for each ton of excess material on the Site. For example, if the Contractor has a total of 2,000 tons of processed and unprocessed material on the Site during an Operating Month, the County shall reduce the County's payments to the Contractor for that month by Five Hundred Dollars (\$500). A separate calculation and payment (if applicable) shall be made each Operating Month.

28.4 RESERVED

28.5 SALE OF RECYCLABLE MATERIAL

The Contractor shall take title to all of the Yard Trash and other Solid Waste delivered to the Site when it is accepted by the Contractor. Accordingly, the Contractor is entitled to receive all of the proceeds derived from the sale of the Yard Trash and any other material that the Contractor removes from the Yard Trash. The Contractor also is responsible and shall pay for the disposal of all of the non-vegetative materials and Solid Waste that the Contractor accepts at the Site.

28.6 DISPOSAL COSTS

At the Contractor's request, the County will place a Mechanical Container (e.g., a 20 cubic yard roll-off container) on or close to the Site for the Contractor's use. More specifically, the Contractor may use the County's Mechanical Container for the disposal of Garbage, Trash, and other types of non-hazardous Solid Waste that the Contractor removes from the Yard Trash; however, the Contractor shall not place any Hazardous Material in the County's Mechanical Container. The County shall arrange for the Solid Waste in the Mechanical Container to be weighed at the County's scale house, loaded into trucks, and transported to a licensed landfill for disposal. The Contractor shall pay the County's then current tipping fee for Garbage to compensate the County for providing these services. The County's current tipping fee for trash is Forty-Two Dollars (\$42.00) per ton. This tipping fee will be adjusted from time to time, as the County deems appropriate. The Contractor will be charged the prevailing "gate rate" (i.e., the tipping fee that is charged the public) when the County disposes of Solid Waste for the Contractor.

SECTION 29: CPI ADJUSTMENTS TO RATE

Subject to the conditions herein, on October 1, 2022 and each October 1 thereafter during the term of this Agreement, the Rate in Exhibit E shall be adjusted upward or downward by the Director in an amount that is equal to the percentage change in the Consumer Price Index ("CPI") during the most recent twelve (12) consecutive month period beginning on June 1 and

ending on May 31. For example, with regard to the CPI adjustment on October 1, 2022, the relevant period will be June 1, 2021 through May 31, 2022.

At the County's option, the percentage change in the CPI may be obtained by consulting the website published by the U.S. Department of Labor, Bureau of Labor Statistics (www.bls.gov.; See, e.g., Data Tools, All Urban Consumers (Current Series), tables, June 2020). In the alternative, the percentage change shall be calculated by the County using the following formula:

PC = CPI 1 divided by CPI 2, minus 1.0, multiplied by 100

Where:

PC is the percentage change in the CPI from one year to the next CPI 1 is the CPI index number for the most recent June (e.g., June 2021) CPI 2 is the CPI index number for June in the year before CPI 1 (e.g., June 2020)

Notwithstanding anything else contained herein, a single CPI adjustment to the Rate shall not exceed four percent (4%) and there shall be no "catch up" adjustment to the Rate in future years (i.e., there will not be an adjustment to the Rate in the future to offset or mitigate the effect of the four percent (4%) "cap" in a year when the CPI adjustment would exceed four percent (4%), but for the four percent (4%) limitation contained herein).

If the Director concludes, based on the requirements herein, that there shall be a CPI adjustment on October 1 of the next Operating Year, the Director shall promptly provide notice to the Contractor concerning the CPI adjustment. The Director also shall provide the Contractor with the County's calculations concerning the amount of the CPI adjustment. The Contractor shall notify the Director within ten (10) Operating Days if the Contractor disagrees with the County's calculations.

If the CPI is discontinued or substantially altered, the County may select another relevant price index published by the United States government or by a reputable publisher of financial and economic indices.

SECTION 30: EXTRAORDINARY RATE ADJUSTMENTS

Once each Operating Year, before April 1, the Contractor may petition the Administrator for a Rate adjustment on the basis of extraordinary or unusual changes in the cost of its operations that could not reasonably be foreseen by a prudent Person. The Contractor's petition shall contain a detailed justification for the Rate adjustment. Among other things, the Contractor's petition shall include an audited statement of the Contractor's historical and current expenses, demonstrating that the Contractor has incurred an extraordinary increase in the Contractor's costs due to factors beyond the Contractor's control, which have occurred through no fault or negligence of the Contractor. The audited statement shall be prepared by a certified public accountant that is licensed in the State of Florida and not an employee of the Contractor or its affiliates. At its expense, the County may audit the Contractor's records to evaluate the Contractor's request. The Administrator may request, and upon request the Contractor shall provide, all of the information that is reasonably necessary for the Administrator to evaluate the Contractor's petition. After receiving the requested information, the Administrator shall place the Contractor's petition and

the Administrator's recommendations on the agenda for one of the Board's public meetings. The Contractor shall be given a reasonable opportunity at the Board's meeting to explain the basis for its petition.

The Board shall grant, grant in part, or deny the Contractor's request in a timely manner. The Board may deny the Contractor's request for any reason the Board deems appropriate. The Board's decision shall be final and non-appealable.

If the Contractor's request is granted in whole or in part, the Board may impose conditions or limitations on its approval. Among other things, the Board shall have the right to reduce the Contractor's Rate, if and to the extent that the factors causing the Contractor's price increase have been ameliorated or eliminated. Every twelve (12) months after a request is granted, the Administrator shall have the right to request, and the Contractor shall prepare promptly upon request, an updated audit and explanation of whether the extraordinary Rate increase should remain in effect. The Administrator may reduce the Contractor's Rate to the levels that were in effect before the extraordinary Rate increase was granted, or to an appropriate intermediate level, unless the Contractor demonstrates that the County should continue to pay the extraordinary Rate increase. The Administrator shall provide advance notice and a reasonable opportunity for the Contractor to be heard, before the Administrator reduces the Contractor's Rate. Any decision by the Administrator to reduce the Contractor's Rate may be appealed to the Board.

SECTION 31: MINIMUM INSURANCE REQUIREMENTS

31.1 CONTRACTOR'S INSURANCE

The Contractor shall maintain, on a primary and non-contributory basis, and at its sole expense, at all times after the Effective Date until this Agreement expires or is terminated, policies of insurance that insure the Contactor against claims, demands, or causes of action for injuries received or damages to people or property caused by or resulting from the Contractor's negligent acts, and errors or omissions under this Agreement. At a minimum, the Contractor shall maintain at all times the following insurance coverage, with the limits and endorsements described herein. The requirements contained herein, as well as the County's review of and comments concerning the insurance maintained by the Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement.

- (a) <u>Loss Deductible Clause</u>: The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- (b) Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the Contractor's work under this Agreement and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such

insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the Site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide and cause each subcontractor to provide adequate insurance, satisfactory to the County, for the protection of its employees not otherwise protected. Coverage shall include Employers Liability \$100,000 each accident, \$100,000 each Disease/Employee and \$500,000 each Disease/Maximum.

- (c) <u>Commercial Automobile Liability Insurance</u>: The Contractor shall take out and maintain during the life of this Agreement Comprehensive Automobile Liability Insurance for "Any Auto" (owned, hired and non owned) for a minimum of \$1,000,000 Combined Single Limit.
- (d) Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Commercial General Liability insurance including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it. The policy shall include Contractual Liability to cover the hold harmless and indemnity provisions in this Agreement. A per project limit of liability is required. The amounts of such insurance shall be the minimum limit as follows:

Each Occurance - \$1,000,000
Personal/Advertising Injury - \$1,000,000
Products/Completed Operations Aggregate - \$2,000,000
General Aggregate - \$2,000,000
Fire Damage - \$100,000 any 1 fire
Medical Expense - \$10,000 any 1 person

- (e) <u>Commercial Automobile and General Liability Insurance:</u> The Contractor shall require each of its subcontractors to procure and maintain during the life of the subcontract, insurance of the type specified above, or the Contractor shall insure the activities of its subcontractors in its policy, as specified above.
- (f) <u>Waiver of Subrogation</u>. The Contractor hereby waives any and all rights of subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

31.2 CERTIFICATE(S) OF INSURANCE

On or before the Effective Date, the Contractor shall provide the County with a Certificate of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained

and in full force and effect. Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify requirement, when available by endorsement from the Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier concerning the coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, the Contractor shall provide notice to the County by email to pur_div@martin.fl.us within five (5) Operating Days, and the notice shall include a copy of the non-renewal or cancellation notice or a written statement specifically identifying the coverage that is no longer in compliance. The Certificate of Insurance shall identify the County's RFB (RFB2021-3340: Yard Trash Processing, Transport & Management) and this Agreement in the Certificate. The Certificate Holder shall be identified as:

Board of County Commissioners of Martin County 2401 SE Monterey Road Stuart, Florida 34996

The County shall have the right to withhold any payment to the Contractor until evidence of coverage, reinstated coverage, or replacement coverage is provided to the County. If the Contractor fails to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase replacement insurance to satisfy the unmet requirements, and the Contractor shall reimburse any premiums or other expenses incurred by the County.

SECTION 32: PERFORMANCE BOND

The Contractor shall furnish to the County an irrevocable, annually renewable, Performance Bond for the faithful performance of this Agreement and all of the Contractor's obligations hereunder. The Performance Bond shall be in the amount of One Hundred Fifty Thousand Dollars (\$150,000). The form and content of the Performance Bond shall be substantially the same as the draft bond in Exhibit F and shall be subject to the approval of the County Attorney and Risk Manager. The Performance Bond shall be issued by a surety company that is acceptable to the County. At a minimum, the surety company shall be rated "A" or better as to management and "FSC VIII" or better as to strength by Best's Insurance Guide or Surety and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The Surety shall have been in business and have a record of successful and continuous operation for at least five (5) years. The Performance Bond shall: (a) contain any provisions required by Applicable Law; (b) guarantee the performance of the Agreement; and (c) not be canceled or altered without at least thirty (30) calendar days' prior notice to the County. The Contractor shall furnish the Performance Bond to the County's Purchasing Manager (c/o the County Attorney) at the address provided in Section 59, below, on or before the Effective Date. The Performance Bond shall be maintained in full force and effect at all times during the term of this Agreement.

Maintenance of the Performance Bond and the performance by the Contractor of all of the obligations under this Section 32 shall not relieve the Contractor of liability under the default and termination provisions set forth in this Agreement or from any other liability resulting from any breach of this Agreement. The Performance Bond may be "called" and used if there is any default or breach of this Agreement by the Contractor. Calling or using the Performance Bond shall not restrict or preclude the use of any other remedies available to the County against the Contractor for breach, default, or damages.

In the event of a strike of the employees of the Contractor or any other labor dispute or shortage which makes performance of this Agreement by the Contractor substantially impossible, the County shall have the right to call the Performance Bond five (5) days after giving notice to the Contractor. The County shall have the right, but not the obligation, to engage another Person to provide the necessary services under this Agreement.

SECTION 33: RECORDKEEPING AND REPORTING

The Contractor shall be solely responsible for keeping all of the records and documents necessary to demonstrate that Contractor has performed its duties in compliance with the requirements in this Agreement. The Contractor's records shall be accurate, well-organized and up-to-date at all times. The Contractor's records concerning its performance under this Agreement shall be kept in the Contractor's local office or in another location in Martin County for at least three (3) years following the expiration or termination of this Agreement.

The Contractor shall prepare and provide the County with a monthly activity report for each Operating Month. The monthly activity report shall follow the format shown in Exhibit C. The monthly activity report shall include the following information:

- (a) The weight of all inbound material accepted at the Site, the weight of all outbound Yard Trash transported from the Site, the weight of all other outbound material, and the weight of all remaining onsite material (i.e., the Net Balance On-Site). All data reported must agree with the County's scale house data.
- (b) A daily log of the hours of the Contractor's operations on site.
- (c) A daily log for each employee on-Site, including supervisors, operators, spotters, and any other full-time, part-time or casual laborers, indicating the times when the employee arrived and left the Site.
- (d) A daily log concerning the weather conditions on the Site, including wind speed and direction.
- (e) The date, time, location, and description of all watering methods used to control Fugitive Emissions.
- (f) The date, time, and wind speed when Contractor's operations were suspended due to the possibility of Fugitive Emissions.
- (g) The date, time, and location of each injury to the Contractor, its employees, or Customers requiring medical attention. These incidents also shall be reported to the County as soon as possible after providing treatment, followed by a written incident report within twenty-four (24) hours. All such incidents shall be noted in the Contractor's daily log.
- (h) All incidents involving damage to the County's Site, Center, buildings, equipment, or other property shall be reported to the County immediately and included in the monthly activity report.

All of the Contractor's reports to the County shall be submitted in an electronic (digital) format that is compatible with the County's software (currently Microsoft). Hard copies also shall be provided, if requested by the Director. The format and content of the Contractor's reports are subject to the Director's approval. The reports shall be signed by the District Manager or other duly authorized representative of the Contractor.

All of the Contractor's reports and logs shall be maintained in an electronic database that is compatible with the County's software systems. The database shall be available for inspection by the County at any reasonable time during normal business hours. Upon request, the information in the reports and logs shall be provided to the Director within five (5) Operating Days. The general format and content of the Contractor's logs shall be subject to the Director's approval.

The Contractor shall cooperate with the Director and provide every reasonable opportunity for the County to ascertain whether the duties of the Contractor are being performed properly. The Contractor shall promptly provide any information regarding the services provided by the Contractor under this Agreement, in addition to the information required explicitly by this Agreement, that the Director or the Contractor deem relevant under the circumstances.

The County shall have the right to inspect, copy, and audit, at the County's expense, all of the Contractor's records concerning the Contractor's services under this Agreement, except documents that are exempt from disclosure under Florida law. The Contractor's records shall be made available for inspection in the County during normal business hours, or the records shall be submitted to the County in an electronic (digital) format, within five (5) Operating Days after the Director requests the records.

SECTION 34: PUBLIC RECORDS

In accordance with Chapter 119, Florida Statutes, any written documents that are submitted to the County will become the property of the County and will not be returned. All information contained within such documents shall be available for public inspection, except as otherwise provided under Chapter 119, Florida Statutes, or other Applicable Laws. If the Contractor claims that any documents provided to the County are exempt from Florida's public records laws, the Contractor must identify specifically any information that the Contractor considers confidential, proprietary, or trade secrets, and the Contractor must specifically cite the applicable law creating such exemption. In the event that the County is served with a subpoena or order of a court or agency seeking disclosure of a document identified by the Contractor as exempt from disclosure, the County shall notify the Contractor, and provide the Contractor with an opportunity to seek an appropriate protective order or other relief. The County may disclose any document in accordance with a lawful court or agency order, in the event that the Contractor fails to obtain a protective order, or other appropriate relief barring the disclosure of the Contractor's documents.

The Parties acknowledge and agree that the statements and provisions below are required to be included in this contract pursuant to Section 119.0701(2), Florida Statutes. The inclusion of this statement and provisions below shall not be construed to imply that the Contractor has been delegated any governmental decision-making authority, governmental responsibility, or

governmental function, or that the Contractor is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statements or provisions are otherwise applicable to the Contractor. As stated below, the Contractor may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Contractor is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Contractor advice regarding its legal rights or obligations. The County shall provide the Contractor with written notice if the name or contact information for the Public Records Custodian changes.

CONTRACTOR HAS IF THE **QUESTIONS REGARDING** THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACTOR'S WORK UNDER THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT **TELEPHONE** NO. 772-419-6959; E-MAIL: **PUBLIC RECORDS** @MARTIN.FL.US; MAILING ADDRESS: 2401 SE MONTEREY ROAD, STUART, FLORIDA 34996.

If the Contractor is providing services and is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, the Contractor shall comply with the public records law and shall:

- (a) Keep and maintain public records required by the County to perform the services.
- (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the County.
- (d) Upon completion of the Contractor's work under this Agreement, transfer at no cost to the County, all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Contractor to comply with Chapter 119, Florida Statutes, or the requirements of this Section 34 shall constitute a default under this Agreement and shall be grounds for termination of this Agreement.

SECTION 35: REGULATORY COMPLIANCE

The Contractor must obtain and maintain at all times any and all permits and licenses required to complete its work under this Agreement. The Contractor shall comply with all Applicable Laws. The Contractor shall follow the best management practices applicable to each aspect of the Contractor's activities.

The Contractor's activities on the Site are subject to regulation by the Florida Department of Environmental Protection ("FDEP") pursuant to the settlement agreement that is attached hereto as Exhibit G, and the FDEP Operating Permit that is attached hereto as Exhibit H, as well as any revisions to these documents that may be made from time to time. Pursuant to these and other applicable FDEP requirements, the Contractor shall use all reasonable measures to control Fugitive Emissions from all sources at the Site. Consistent with Section 15, above, the Contractor shall ensure that the on-Site management, Processing, storage and transport of materials does not cause Fugitive Emissions.

The Contractor may be required to submit reports to FDEP pursuant to FDEP's rules. The Contractor shall provide the County copies of these reports and all other reports that are sent to local, state or federal environmental agencies. All reports must be submitted to the County when they are submitted to the environmental agencies.

The Contractor shall coordinate with the County before the Contractor contacts or otherwise communicates with the FDEP concerning the settlement agreement and Operating Permit that are attached hereto as Exhibits G and H. The County shall have exclusive authority to determine whether to seek any amendments or modifications of the requirements contained in these documents.

SECTION 36: CITATIONS FOR NONCOMPLIANCE WITH AGENCY REGULATIONS

The Contractor shall conduct its operations in compliance with all Applicable Laws and this Agreement. If the Contractor receives any Citations, the Contractor shall provide a copy of each Citation to the County no later than five (5) Operating Days after the Citation is received by the Contractor. Thereafter, the Contractor shall keep the County informed about the on-going status of the Contractor's efforts to address the Citation. The Contractor shall notify the County when the Citation has been satisfactorily resolved. The Contractor shall pay all costs of investigating and responding to Citations, all costs of correcting deficiencies and achieving compliance with Applicable Law, and all fines assessed as a result of the Contractor's noncompliance with Applicable Law.

SECTION 37: THE CONTRACTOR'S RELATIONSHIP WITH THE COUNTY

37.1 AVAILABILITY OF THE CONTRACTOR'S REPRESENTATIVES

The Contractor shall cooperate with the County in every reasonable way to facilitate the successful completion of the activities contemplated under this Agreement. The Director shall have twenty-four (24) hour access to the Contractor's District Manager via telephone and electronic mail from the County. Answering machines, pagers, or other devices that do not provide for immediate contact with the Contractor's District Manager shall not satisfy the requirements of this paragraph. The Contractor's District Manager shall meet with the Director within five (5) Operating Days after receiving a request for a meeting to discuss the Contractor's performance under this Agreement or other issues of concern to the Director.

37.2 DIRECTOR'S REVIEW OF THE CONTRACTOR'S PERFORMANCE

The Director is hereby designated as the public official responsible for the day-to-day administration of this Agreement by the County. The Contractor shall diligently work with the Director to formulate and adopt procedures that will facilitate the Contractor's performance under this Agreement and the Director's review of the Contractor's work.

37.3 THE COUNTY'S RIGHT TO INSPECT THE CONTRACTOR'S OPERATIONS

The County shall have the right to inspect the Contractor's facilities and operations at any reasonable time to determine whether the Contractor's performance complies with the requirements of this Agreement. The Contractor shall make its facilities and operations available for the County's inspection and shall cooperate fully. The County is not obligated to provide advance notice of its inspections.

37.4 THE COUNTY'S RIGHT TO REVIEW OR APPROVE

Whenever this Agreement authorizes the County or one of its representatives (e.g., the Director) to approve a request by the Contractor, the County shall have the right to withhold its approval until the Contractor submits all of the information needed to evaluate the Contractor's request. The County shall fairly and objectively evaluate the information provided by the Contractor, as well as any other relevant facts. However, the County shall have the exclusive right to weigh the relevant facts and determine whether the approval of the Contractor's request is consistent with the requirements in this Agreement and the public interest.

Under this Agreement the County shall have the right, but not the obligation, to review and comment on various documents provided by the Contractor, including the Transition Plan, Operations Plan, Contingency Plan, performance bond, and insurance. The County's failure to review or comment on any such document shall not in any way diminish the Contractor's duties, obligations, or liabilities hereunder. If the County notifies the Contractor that one of its plans or other documents fails to comply with the requirements in this Agreement, the Contractor shall

revise the document to correct the defect and then the Contractor shall submit the revised document to the County for its review, within ten (10) Operating Days after receiving the County's notice.

37.5 THE COUNTY'S RIGHT TO REQUIRE PERFORMANCE

The County shall have the right to take all steps necessary to ensure that the Contractor performs all of its duties and obligations under this Agreement in compliance with the requirements herein. If the Contractor fails to perform in compliance with this Agreement, the Director may instruct the Contractor to remedy the deficiency in the Contractor's performance. If the Contractor fails to do so within three (3) Operating Days after the Contractor receives the Director's request, or within such additional time as the Director deems reasonable under the circumstances, the County may take such measures as it deems appropriate using its own resources or by using a third party vendor to complete the tasks required. The County may deduct the cost of performing such tasks from the County's monthly payments to the Contractor. The remedies in this Section 37.5 shall be in addition to and not in lieu of any other remedy contained herein.

37.6 EDUCATIONAL TOURS

When requested by the Director, the Contractor shall conduct educational tours of the Site for the County, students, and other members of the public. The Director shall provide reasonable advance notice to the Contractor before scheduling any such tours. The Director shall coordinate with the Contractor to ensure that such tours do not unduly interfere with the Contractor's operations at the Site.

37.7 MODIFICATIONS TO SCOPE OF SERVICES

The Contractor's scope of services under this Agreement may be modified pursuant to written amendments of this Agreement, but only if such amendments are mutually acceptable to both Parties and executed in accordance with the procedures set forth herein. For example, the Contractor and the County may wish to consider the following amendments to this Agreement in the future:

- (a) Processing Services. The Contractor may be asked, from time to time, to perform additional services affiliated with Processing Yard Trash at the Site or the Center.
- (b) Emergency Services. In the event of an emergency or Force Majeure event:
 - (1) The Contractor may be asked to provide emergency services to the County. This work may include supplemental Processing of Yard Trash at the Site, the Center, or other locations designated by the County.
 - (2) Notwithstanding anything else contained herein, the County shall have the exclusive right to determine how and when it responds to an emergency or Force Majeure event. The County may hire additional third-party contractors or use the County's own employees and resources to address such conditions. The Contractor shall have no right to additional compensation for providing

services during an emergency or Force Majeure event, unless the County and the Contractor execute an appropriate written agreement authorizing additional payments for the Contractor's services.

- (3) Any compensation paid to the Contractor for providing emergency services shall be determined solely by the County and shall be limited to either:
 - (i) The Rate established in this Agreement or
 - (ii) The rates for labor and equipment established or approved by the Federal Emergency Management Agency.
- (c) Public convenience center. The County may wish to provide a public drop-off center or convenience center in the future. The County and the Contractor agree to work cooperatively and in good faith to evaluate the potential cost, location, operation, and benefits of such a facility.
- (d) Emerging markets and technologies. The County and the Contractor agree that Recycling markets and technologies are continuing to evolve. The Parties agree to work cooperatively to evaluate changes that have the potential to reduce the costs of Recycling, improve Recycling operations, or improve Recycling rates.

SECTION 38: NO LIABILITY FOR FORCE MAJEURE EVENTS

If the County or the Contractor is unable to perform or is delayed in the performance of any obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused for the time during which compliance is prevented by such event and during such period thereafter as may be reasonably necessary for the County or the Contractor to correct the adverse effect of such event of Force Majeure.

The Contractor shall not be entitled to compensation from the County during the period of time when the delay or non-performance occurs, except and only to the extent that the Contractor is able to perform in compliance with the requirements herein. The County shall not be liable for any loss suffered by the Contractor as a result of an event of Force Majeure.

Labor disputes, labor shortages, changing economic conditions, and the economic hardship of the Contractor shall not be considered an event of Force Majeure.

To be entitled to the benefit of this Section 38, a Party claiming an event of Force Majeure shall give prompt written notice to the other Party, specifying in detail the event of Force Majeure, and shall diligently proceed to correct the adverse effect of any Force Majeure. The Parties agree that, as to this Section 38, time is of the essence.

SECTION 39: ADMINISTRATIVE CHARGES

The County and the Contractor acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would or might be incurred by the County due to those failures or circumstances described in this Section 39 and for which the Contractor

would otherwise be liable. Accordingly, the Contractor and the County have established the terms and amounts of the administrative charges set forth herein, and the Parties agree that the administrative charges are reasonable under the circumstances. The Contractor and the County also have consulted with their legal counsel and confirmed that these administrative charges are appropriate. Therefore, the following administrative assessments shall constitute liquidated damages, not penalties, for the Contractor's breach of this Agreement:

- (a) Failure to pick up or clean up Solid Waste, litter, or other material on the Site in compliance with the requirements in this Agreement, within one Operating Day after receiving oral notification by the Director. Each failure shall result in the imposition of a One Hundred Fifty Dollar (\$150) assessment. An additional assessment shall be imposed for each additional Operating Day of delay.
- (b) Failure to clean up spilled liquids, including but not limited to oil and hydraulic fluids, within the deadlines set forth in Section 18. Each failure shall result in the imposition of an assessment of Five Hundred Dollars (\$500). An additional assessment shall be imposed for each additional Operating Day of delay.
- (c) Failure to prevent Fugitive Emissions on the Site. Each occurrence of Fugitive Emissions shall result in the imposition of an assessment in the amount of Three Hundred Dollars (\$300). An additional assessment shall be imposed for each additional Operating Day of delay.
- (d) Failure to have a vehicle operator properly licensed, or failure of the operator to carry his license while on duty. Each failure shall result in the imposition of an assessment in the amount of One Hundred Dollars (\$100).
- (e) Failure to file a report or document required herein within five (5) Operating Days after receiving written notice from the County that such report or document is overdue. Each failure shall result in the imposition of an assessment in the amount of One Hundred Dollars (\$100) for each report or document. An additional assessment shall be imposed for each additional Operating Day of delay.
- (f) Failure to have a trained spotter or operator on duty at a Tipping Area when Yard Trash is being unloaded at that Tipping Area. Each failure shall result in the imposition of an assessment of One Hundred Dollars (\$100).
- (g) Placing, storing, or otherwise having any vehicles, equipment, supplies, processed or unprocessed Yard Trash, or other materials outside the Site, and on the County's property, without receiving the Director's prior written approval for such actions, more than two (2) Operating Days after receiving the Director's oral instructions to remove the same. Each such event shall result in the imposition of an assessment in the amount of Two Hundred Dollars (\$200). An additional assessment shall be imposed for each additional Operating Day of delay.

SECTION 40: OPERATIONS DURING DISPUTE

If a dispute arises between the County, the Contractor, or any other Person concerning the Contractor's performance, rights, or compensation under this Agreement, the Contractor shall continue to perform its duties in strict compliance with the requirements of this Agreement, regardless of the pending dispute.

SECTION 41: LIABILITY AND DAMAGES

41.1 LIABILITY

The Contractor shall be liable for all injuries and conditions that are caused by or result from the Contractor's actions, including but not limited to the Contractor's failure to perform in accordance with the terms of this Agreement.

41.2 DAMAGES

The measure of damages to be paid by the Contractor to the County or by the County to the Contractor, due to any failure by the Contractor or the County to meet any of its obligations under this Agreement, shall be the actual damages incurred by the County or the Contractor. Neither Party shall have any liability under this Agreement for consequential, delay, special, indirect, or punitive damages. The foregoing shall apply except as provided for under either Party's rights to the Performance Bond or the insurance proceeds, or as provided by Applicable Law.

If the Contractor fails to comply with any Applicable Law, the Contractor shall promptly pay to the County the following:

- (a) All lawful fines, penalties, and forfeitures charged to the County by any judicial order or by any governmental agency responsible for the enforcement of the Applicable Law; and
- (b) The actual costs incurred by the County as a result of the Contractor's failure to comply with the Applicable Law, including any costs incurred in investigating and remedying the conditions which led to or resulted from the Contractor's failure to comply with the Applicable Law.

41.3 NO PERSONAL LIABILITY

Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee, agent or representative of the County or the Contractor.

SECTION 42: INDEMNIFICATION

To the greatest extent allowed by Applicable Law, the Contractor releases and shall indemnify, hold harmless, and, if requested by the County, defend, each County Indemnified Party from and against any Indemnified Loss. The obligation of the Contractor under this Section 42 is absolute

and unconditional; to the extent allowed by Applicable Law or not otherwise prohibited, it is not conditioned in any way on any attempt by a County Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contractor might have against the County Indemnified Party.

The County may employ any outside counsel of its choice or may use its in-house counsel to enforce or defend the County's right to indemnity provided by this Agreement. If a County Indemnified Party requests that the Contractor defend it with respect to any Indemnified Loss, the County Indemnified Party may participate in the defense at the Contractor's sole cost and expense. The Contractor shall advance or promptly reimburse to a County Indemnified Party any and all costs and expenses incurred by the County Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the County Indemnified Party is entitled to indemnification under this Agreement, whether or not the County Indemnified Party is a party or potential party to it.

SECTION 43: DISPUTE RESOLUTION AND LITIGATION

43.1 DUTY TO COOPERATE

The County and Contractor agree to cooperate and act in good faith at all times when dealing with each other. If a dispute arises between the Parties, the Parties shall attempt to resolve their differences quickly and informally. If they are unable to do so, they shall seek relief by following the procedures set forth below.

43.2 DUTY TO MEDIATE

As a condition precedent to filing a lawsuit, all claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited to claims for payment and claims for breach of this Agreement, shall be referred to non-binding mediation before initiation of any adjudicative action or proceeding, at law or in equity. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The Parties shall take all reasonable measures necessary to effectuate such tolling.

43.3 MEDIATION PROCEDURES

Mediation may be initiated by either Party by serving a written request for mediation on the other Party. The Parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the Parties cannot agree on the selection of a mediator, the County shall select the mediator, who, if selected solely by the County, shall be a mediator certified by the Supreme Court of Florida. The mediation shall be conducted in Martin County, Florida, in accordance with the Florida Supreme Court's mediation rules and Chapter 44, Florida Statutes, within sixty (60) days after the appointment of the mediator. The mediator's fee shall be paid in equal shares by each Party to the mediation. Each Party shall pay their own attorneys' fees and costs for the mediation.

43.4 FAILURE TO MEDIATE

If a Party fails to comply with the requirements in Sections 43.2 or 43.3, above (e.g., by filing a lawsuit without mediating before filing the lawsuit), the breaching Party shall be liable for the reasonable attorneys' fees and costs incurred by the other Party in enforcing the provisions herein, and such fees and costs shall be awarded by the Court.

43.5 ATTORNEYS' FEES

In any dispute concerning this Agreement, the Parties shall pay their own costs, attorneys' fees, and expenses, including the costs, fees, and expenses incurred in any trial, appeal, and mediation concerning the issues in dispute, except as otherwise provided in Section 43.4, above, and Section 43.7, below. Nothing herein shall constitute a waiver of Section 57.105, Florida Statutes, as amended.

43.6 WAIVER OF JURY TRIAL

The Parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury. AFTER CONSULTING WITH THEIR OWN LEGAL COUNSEL, THE COUNTY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION OR ENFORCEMENT OF THIS AGREEMENT. THIS WAIVER OF A TRIAL BY JURY INCLUDES BUT IS NOT LIMITED TO TRIALS WITH AN ADVISORY JURY.

43.7 SANCTIONS FOR REQUESTING JURY TRIAL

IF A PARTY REQUESTS A JURY TRIAL, INCLUDING BUT NOT LIMITED TO A TRIAL WITH AN ADVISORY JURY, IN ANY CASE IN WHICH THE RIGHT TO A JURY TRIAL HAS BEEN WAIVED PURSUANT TO SECTION 43.6, THAT PARTY SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY THE OTHER PARTY IN OPPOSING THE REQUEST FOR A JURY TRIAL, PROVIDED: (A) THE PARTY OPPOSING THE REQUEST NOTIFIED THE OTHER PARTY IN WRITING THAT THE RIGHT TO A JURY TRIAL HAD BEEN WAIVED PURSUANT TO SECTION 43.6; (B) THE PARTY REQUESTING THE JURY TRIAL FAILED TO WITHDRAW ITS REQUEST WITHIN THIRTY (30) DAYS AFTER RECEIVING SUCH NOTICE; AND (C) THE COURT RULES THAT THE RIGHT TO A JURY TRIAL HAD BEEN WAIVED PURSUANT TO SECTION 43.6. IN SUCH CASES, THE COURT SHALL AWARD REASONABLE ATTORNEYS' FEES AND COSTS TO THE PARTY OPPOSING THE JURY TRIAL.

43.8 GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Martin County, Florida. Venue shall lie exclusively in Martin County.

43.9 WAIVER OF TORT CLAIMS

The Parties expressly and specifically hereby waive all tort claims they may have arising under or in any way connected with this Agreement.

43.10 REMEDIES ARE CUMULATIVE

Except as otherwise expressly provided herein, the remedies specified in this Agreement supplement, and are not in lieu of, any other remedies provided at law or in equity.

SECTION 44: NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement shall constitute a waiver of the County's sovereign immunity in tort actions or a waiver of any provisions in Section 768.28, Florida Statutes. Nothing in this Agreement shall constitute the County's consent to be sued by any third party in any matter arising out of this Agreement.

SECTION 45: NO THIRD PARTY BENEFICIARIES

This Agreement does not create any third party beneficiaries. This Agreement confers no rights whatsoever upon any Person other than the County and the Contractor. This Agreement does not create and shall not be interpreted as creating any standard of care, duty, or liability to any Person not a Party hereto, except County Indemnified Parties.

SECTION 46: ENVIRONMENTAL CONDITIONS ON SITE

The Contractor recognizes and acknowledges that the Center has been used for the management and disposal of Solid Waste and, further, groundwater contamination has been detected in the past beneath portions of the Center. In addition, the Contractor recognizes and acknowledges that the County makes no representations or warranties whatsoever concerning the environmental conditions on, in, or beneath the Center. The County also makes no representations or warranties as to whether any pollution or Hazardous Material exists on, in, or beneath the Site.

SECTION 47: PRE-EXISTING CONTAMINATION

The Contractor shall have no liability to the County for any pollution, Hazardous Material, or other contamination on, in, or beneath the Site to the extent that it (a) is present on the date when the Contractor takes possession of the Site or (b) is caused by or results from a release, discharge, or migration of pollution or Hazardous Material on to the Site as a result of the County's acts or omissions. However, notwithstanding the foregoing, the Contractor shall be responsible and liable for pollution, Hazardous Material, or other contamination in, on, beneath, or adjacent to the Site to the extent that it is caused by or results from the Contractor's acts or omissions. For purposes of this Section 47, the acts and omissions of the County and the Contractor include the acts and omissions of their respective officers, employees, agents, invitees, contractors, subcontractors, and anyone acting on their behalf.

SECTION 48: BREACH AND TERMINATION OF AGREEMENT

48.1 TERMINATION BY EITHER PARTY FOR CAUSE

Subject to the other provisions contained herein, either Party may terminate this Agreement if the other Party fails to perform any of its material obligations hereunder. A default by Contractor shall include but not be limited to the following:

- 48.1.1 Refusing to comply with any lawful order of the Director.
- 48.1.2 Failing to begin work within the time specified in this Agreement.
- 48.1.3 Discontinuing operations without prior authorization from the Director.
- Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) Operating Days, after being notified to do so.
- 48.1.5 Failing to obey any Applicable Law.
- 48.1.6 Soliciting or accepting any Rate, charges or fees from Customers, without receiving the Director's prior written approval.
- 48.1.7 Failing to deliver Yard Trash, Recyclable Materials, or Solid Waste, including Unacceptable Waste, to a facility that is licensed and fully permitted to receive such materials pursuant to Applicable Law.
- Failing to pay, or circumventing the payment of, any fee that the Contractor is obligated to pay pursuant to this Agreement.
- 48.1.9 Failing to comply with the procedures in the Contractor's Operations Plan.
- 48.1.10 Failing to obtain or continuously maintain insurance policies in the manner required herein.
- 48.1.11 Failing to pay, when due, any sums owed to a subcontractor for services or materials provided pursuant to this Agreement.
- Failing to provide or continuously maintain the Performance Bond required pursuant to Section 32.
- 48.1.13 A representation or warranty provided by the Contractor in this Agreement is or becomes inaccurate in any material respect.
- 48.1.14 Failing to comply with the limitations in Section 14 concerning the on-Site storage of Yard Trash and other materials (1,500 tons) for two (2) consecutive Operating Months or three (3) Operating Months in any Operating Year.

Before a Party may terminate this Agreement pursuant to this Section 48.1, the nondefaulting Party shall give written notice to the other Party that a default exists which will, unless corrected, constitute an event of default on the part of the defaulting Party. The notice shall inform the defaulting Party that this Agreement shall be terminated unless the default is cured within seven (7) calendar days following the defaulting Party's receipt of the notice. If a cure cannot reasonably be effected within seven (7) days despite the exercise of due diligence, the defaulting Party may request an extension of the cure period. In such circumstances, the defaulting Party shall submit its written request to the non-defaulting Party, explaining in detail why the cure cannot be completed within seven (7) days. The request shall be delivered prior to the expiration of the cure period. If the defaulting Party's request is reasonable, as determined by the Administrator in cases where the defaulting Party is the Contractor, the time to cure the default shall be extended to include such additional time as is reasonably necessary to effect a cure, provided that the defaulting Party exercises continuous diligent efforts to cure the default during the extended cure period. If the defaulting Party fails to cure the default within the cure period, the non-defaulting Party may terminate this Agreement. The termination shall take effect as of the date specified by the non-defaulting Party. Upon termination, the non-defaulting Party may cure the default at the expense of the defaulting Party, and have recourse to any other right or remedy to which the non-defaulting Party may be entitled under this Agreement, at law, or in equity.

Notwithstanding anything else contained herein, each of the events described in Sections 48.1.16, 48.1.17, 48.1.18, and 48.1.19, below shall constitute an event of default for which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar days after the non-defaulting Party gives notice to the defaulting Party or at such other time designated by the non-defaulting Party.

48.1.16 Voluntary Bankruptcy

Written admission by a Party that it is bankrupt; or filing by a Party of a voluntary petition under the Federal Bankruptcy Act; or consent by a Party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; or the making of any arrangement by a Party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) all or a substantial portion of a Party's property or business; or by becoming insolvent.

48.1.17 Involuntary Bankruptcy

Final adjudication of a Party as bankrupt under the Federal Bankruptcy Act.

48.1.18 Public Entity Crime

The Contractor is placed on a convicted vendor list following a conviction for a public entity crime; or

48.1.19 Fraud

The Contractor commits an act or omission constituting fraud, gross negligence, misfeasance, or willful malfeasance toward the County.

48.2 HABITUAL VIOLATIONS

If the Contractor frequently, regularly, or repetitively fails to comply with its obligations and requirements under this Agreement, the County may conclude that the Contractor is a "habitual violator," regardless of whether the Contractor has corrected each individual failure of performance or paid administrative assessments for such failures of performance. In such circumstances, the Contractor shall forfeit the right to receive any further notice or grace period to cure its failures of performance, and all of the prior defaults under this Agreement shall be considered cumulative and collectively shall constitute a condition of irredeemable default. If the County concludes the Contractor is a habitual violator, the County shall issue a final warning to the Contractor, citing the grounds for the warning, and any single default by the Contractor thereafter shall be grounds for immediate termination of this Agreement. If any subsequent default occurs, the Board may terminate this Agreement after giving written notice to the Contractor. The termination shall be effective upon the date designated by the Board.

48.3 INTERIM OPERATIONS

In the event that this Agreement is terminated before the end of any term, the Contractor shall continue to provide its services in compliance with the requirements herein for an interim period of up to six (6) additional Operating Months, if requested to do so by the County. The Contractor shall be paid for its services during the interim period at the Rate authorized under this Agreement, subject to any adjustments pursuant to Sections 28 and 29.

Notwithstanding anything else contained herein, the County may hire an alternate Person to provide Processing services for Yard Trash if the Contractor fails to provide Processing services for a period of five (5) consecutive Operating Days. The County's interim service provider shall continue to provide Processing services until the Contractor demonstrates to the County's satisfaction that the Contractor is able to resume work in compliance with the requirements in this Agreement. However, if the Contractor is unable for any reason to resume performance within thirty (30) calendar days, the County may terminate this Agreement, effective as of the date designated by the County. The Contractor shall reimburse the County for any and all reasonable costs incurred by the County related to or arising from the use of an alternate Person to provide Processing services.

48.4 EFFECT OF TERMINATION

If this Agreement is terminated pursuant to the provisions of this Section 48, neither the County nor the Contractor shall have any further duty, right, liability, or obligation under this Agreement, except that: (a) a Party will not be relieved from liability for a breach of a warranty, obligation, or representation under this Agreement that occurred before the effective date of the termination; (b) the County shall pay all amounts owed to the

Contractor, and the Contractor shall pay all amounts owed to the County, pursuant to this Agreement, through the date of the termination; (c) the Contractor shall deliver to the County all reports concerning the Contractor's activities through the end of the Operating Month in which termination occurs; (d) at a minimum, the provisions of Section 42 shall survive and remain in effect for seven (7) years after the expiration or termination of this Agreement; and (e) any term, condition, covenant, or obligation which requires performance by a Party subsequent to the termination of this Agreement shall remain enforceable against such Party subsequent to such termination, including Sections 26, 27, 28, 34, 36, and 41.

48.5 TERMINATION FOR CONVENIENCE

The County reserves the right to terminate this Agreement, without cause, for any reason or for no reason. If the County wishes to exercise this right, the County shall provide written notice to the Contractor at least one hundred eighty (180) days before the date designated by the County for the termination of the Agreement.

SECTION 49: EXTENDED SERVICES

The County anticipates that, before this Agreement expires, the County will issue a RFB or otherwise attempt to procure a third party's services to manage the County's Yard Trash following the expiration of this Agreement. However, the Parties recognize that delays in the County's procurement process or other factors may cause an interruption in the services provided to the public, between the expiration of this Agreement and the commencement of services under a future contract. Accordingly, the County shall have the right to extend this Agreement unilaterally for up to six (6) additional Operating Months if the County deems it necessary to protect public health, safety, or welfare. If the County elects to exercise this right, the Contractor shall provide its services in compliance with the requirements herein, and the Contractor shall be paid for its services during the extension period at the Rate authorized under this Agreement, subject to any adjustments to the Rate authorized pursuant to Sections 28 and 29.

SECTION 50: WAIVER OF RIGHTS

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of the County or the Contractor at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the County or the Contractor thereafter to enforce same. Nor shall waiver by the County or the Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

SECTION 51: SEVERABILITY

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

SECTION 52: SURVIVABILITY

Any term, condition, covenant, or obligation which requires performance by a Party subsequent to termination of this Agreement shall remain enforceable against such Party subsequent to such termination.

SECTION 53: AMENDMENT OF THE AGREEMENT

No modifications or amendments to this Agreement shall be effective unless made in writing and executed by the Parties with the same formalities as the execution of this Agreement.

SECTION 54: ASSIGNMENTS, TRANSFERS, AND SUBCONTRACTS

The Contractor shall perform all of the services and provide all of the goods and equipment required by this Agreement. No assignment or subcontracting of any part or all of this Agreement shall be allowed without the prior written consent of the County. In the event of a corporate acquisition or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition or merger represents a conflict of interest or is contrary to an Applicable Law.

SECTION 55: CONSTRUCTION OF AGREEMENT

The following rules shall govern the interpretation and construction of this Agreement:

- (a) The words "include" and "including" shall not be construed to be terms of limitation. References to included matters or items will be regarded as illustrative and will not be interpreted as a limitation on, or an exclusive listing of, the matters or items referred to.
- (b) Whenever the context requires, the singular form of a word includes the plural and the plural includes the singular. The gender of any pronoun includes the other genders.
- (c) The words "shall" and "must" are used when referring to mandatory duties and obligations. The word "may" is permissive.

- (d) Both parties are represented by legal counsel and they waive any rule of law that would require any vague or ambiguous provision herein to be construed against the Party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.
- (e) The word "Section" refers to sections in this Agreement, unless the context clearly indicates otherwise (e.g., citations to the Florida Statutes).
- (f) The word "herein" refers to the provisions in this Agreement.

SECTION 56: DOCUMENTS COMPRISING AGREEMENT

This Agreement and the exhibits attached hereto comprise the entire agreement and understanding between the County and the Contractor. The exhibits attached to this Agreement are incorporated herein by reference. After the Effective Date, the Agreement shall be supplemented with and shall include the following: (a) Performance Bonds; (b) Insurance Certificates; and (c) any amendments to this Agreement that are approved by the Board and the Contractor. There are no Agreement documents other than those listed above. In the event of a conflict between this Agreement and the provisions of any exhibit, the provisions of this Agreement shall control when interpreting this Agreement. In the event that parol evidence is required to interpret this Agreement, the order of precedence shall be: (x) Martin County's Request for Bids (RFB 2021-3340) and all of its addenda and attachments; and then (y) the Contractor's Response to the RFB.

SECTION 57: INDEPENDENT CONTRACTOR STATUS

The Contractor is and shall remain an independent contractor. The Contractor is not an agent, employee, partner, or joint venturer of the County.

SECTION 58: CONFLICT OF INTEREST

The Contractor represents that it has no interest and shall acquire no interest that conflicts in any manner with the performance of the Contractor's duties and obligations hereunder, as provided for in Chapter 112, Part III, of the Florida Statutes. The Contractor further represents that no person having any such interest shall be employed by the Contractor for said performance. The Contractor shall notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the Contractor's judgment or the quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake, and request an opinion from the County that the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor. If the County shall so state, the Contractor may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to the services provided to the County by the Contractor under the terms of this Agreement.

SECTION 59: NOTICES TO PARTIES

All notices, requests, authorizations, approvals, protests, and petitions provided for herein shall be in writing. Except as otherwise expressly provided herein, such documents shall be addressed as shown below and either (a) hand delivered, (b) mailed by registered or certified mail (postage prepaid), return receipt requested, or (c) sent by facsimile. The documents shall be deemed to have been duly delivered when personally delivered, or when transmitted by telecopier (facsimile) and receipt is confirmed by telephone, or when delivered by U.S. Mail or courier service, as shown by the return receipt. For the present, the Contractor and the County designate the following as the appropriate people and places for delivering notices and other documents:

As to County: County Administrator

Martin County

2401 SE Monterey Road Stuart, Florida 34996

772-288-5939

Copy to: County Attorney

Martin County

2401 SE Monterey Road Stuart, Florida 34996

772-288-5442

As to the Contractor: Scott Wilson, President

Camo Farms, Inc.

200 2nd Avenue South, Suite 270

St. Petersburg, FL 33701

918-978-7128

Both Parties reserve the right to designate a different representative or representatives in the future, or to change their contact information, by providing written notice to the other Party.

SECTION 60: NOTICE FOR RADON

Section 404.056(5), Florida Statutes, provides the following notice:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from the county health department.

SECTION 61: CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the County that:

- (a) The Contractor is a corporation existing in good standing under the laws of the state of its formation, is in good standing under the laws of the State of Florida, and is duly qualified to do business wherever necessary to carry on the business and operations contemplated by this Agreement.
- (b) The Contractor has the requisite power, authority, and legal right to enter into and perform its obligations under this Agreement and possesses all orders, permits, consents, licenses, approvals, franchises, certificates, registrations, and other authorizations from third parties and governmental authorities that are necessary to conduct its current business and to satisfy its duties and obligations under this Agreement.
- (c) This Agreement has been duly executed and delivered by the Contractor and, as of the Effective Date, constitutes a legal, valid, and binding obligation of the Contractor, enforceable by the County against the Contractor in accordance with its terms, except to the extent its enforceability is limited by the application of general principles of equity and by bankruptcy, insolvency, moratorium, debtor relief, and similar laws of general application affecting the enforcement of creditor rights and debtor obligations.
- (d) The execution, delivery, and performance of this Agreement by the Contractor: (1) have been duly authorized; (2) do not require the approval of any governmental officer or body, other than those permits or approvals contemplated to be obtained by the Contractor after the Effective Date; (3) have been duly authorized by all requisite action of the Contractor, and no other proceedings on the part of the Contractor, its officers, partners or managers are necessary to authorize this Agreement or to perform the duties and obligations of the Contractor contemplated by it; (4) will not violate any law applicable to the Contractor or its property or any provisions of the Contractor's articles of incorporation or by-laws; (5) do not constitute a default under or result in the creation of, any lien, charge, encumbrance, or security interest upon any assets of the Contractor under any agreement or instrument to which the Contractor is a Party or by which the Contractor or its assets may be bound or affected in any manner that prohibits or otherwise adversely affects the Contractor's ability to perform its obligations under this Agreement; and (6) do not and will not violate any copyrights, patents, or other intellectual or proprietary rights of any Person.
- (e) To the best of the Contractor's information and belief, there is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority pending against the Contractor in which an unfavorable decision, ruling, or finding would materially and adversely affect the performance by the Contractor of its duties and obligations under this Agreement, or that in any way would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Contractor or any of its affiliates in connection with this Agreement.
 - (f) The Contractor did not engage, directly or indirectly, in any collusion, bribery,

deception, or fraud in connection with its efforts to procure the work awarded under this Agreement.

- (g) None of the agents, members, managers, partners, officers, directors, employees, or executives of the Contractor, or any affiliate that is active in the management of the Contractor, has been convicted of a public entity crime, as defined in Section 287.133(g), Florida Statutes.
- (h) The personnel employed by the Contractor have the proper skills, licenses, training, background, knowledge, experience, authorizations, integrity, and character necessary to perform the Contractor's obligations in compliance with this Agreement.
- (i) No County employee received or will receive, directly or indirectly, any benefit, interest, or profit out of the procurement process that resulted in the award of this Agreement or in connection with this Agreement or the services to be provided pursuant to this Agreement, and no County employee has or will have any direct or indirect financial interest in the award of this Agreement or any of the services to be provided pursuant to this Agreement.
- (j) The Contractor acknowledges that Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in the Sudan List and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy List, both lists of which are created pursuant to Section 215.473, Florida Statutes, and certifies, represents, and warrants to the County that the Contractor is not on either of those lists. The Contractor acknowledges and agrees that, pursuant to Section 287.135, Florida Statutes, the County may terminate this Agreement and civil penalties may be assessed against the Contractor, if the Contractor is found to have submitted a false certification.
- (k) The Contractor acknowledges that it has made, or had an opportunity to make, a thorough and complete inspection of the Center and the Site, and the Contractor is fully advised of the condition of each. The Contractor fully accepts the Site, including all improvements on the Site, as-is, where-is, in their present condition.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the date first above written.

ATTEST	MARTIN COUNTY, FLORIDA		
Carolyn Timmann	Stacey Hetherington		
Clerk of Circuit Court & Comptroller	Chair		

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

	Sarah W. Woods County Attorney
WITNESSES: Signature (Print name of witness) Signature (Print name of witness)	CAMO FARMS, INC. By: Scott Wilson, President
STATE OF FLORIDA SS: COUNTY OF Julian The foregoing Agreement was acknowledged before oaths and take acknowledgments, by means of day of Sept., 2021 by Sept. State organization authorized to do business in the State as the proper official of Camp Faura Succession.	The me, an officer duly authorized by law to administer physical presence or □online notarization, this physical presence of □online notarization is physical presence of □online notarization in the physical presence of □online notarization is physical presence of □online notarization in the physical presence of □online notarization is physical presence of □online notarization in the physical physical presence of □online notarization is physical physic
is personally known to me or has produced _	et my hand and official seal at in the state and city, 2021.
My Commission Expires:	NOTARY PUBLIC

EXHIBIT A-1 TRANSFER STATION AND RECYCLING CENTER



EXHIBIT A-2 YARD TRASH SITE



EXHIBIT B LEGAL DESCRIPTION OF SITE

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

LYING IN SECTION 7, TOWNSHIP 38 SOUTH, RANGE 40 EAST MARTIN COUNTY, FLORIDA

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN SECTION 7, TOWNSHIP 38 SOUTH, RANGE 40 EAST, MARTIN COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 7:

THENCE, NORTH 89°50'13" WEST ALONG THE SOUTH LINE OF SAID SECTION 7 A DISTANCE OF 2676,60 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 7: THENCE, NORTH 40°04'02" WEST A DISTANCE OF 1627.14 TO THE POINT OF BEGINNING;

THENCE, NORTH 58*17*53" WEST A DISTANCE OF 60,56 FEET;

THENCE, NORTH 65°50'23" WEST A DISTANCE OF 59,24 FEET:

THENCE, NORTH 75°22'46" WEST A DISTANCE OF 24,02 FEET:

THENCE, NORTH 88*29'24" WEST A DISTANCE OF 19,20 FEET:

THENCE, NORTH 31*12'02" WEST A DISTANCE OF 83,87 FEET:

THENCE, NORTH 03*44'02" EAST A DISTANCE OF 240.47 FEET;

THENCE, NORTH 90*00'00" EAST A DISTANCE OF 176.31 FEET;

THENCE, SOUTH 00°15'46" EAST A DISTANCE OF 110.13 FEET;

THENCE, NORTH 90*00'00" WEST A DISTANCE OF 12.12 FEET;

THENCE, SOUTH 01"25"56" EAST A DISTANCE OF 20.21 FEET; THENCE, SOUTH 84*48'08" EAST A DISTANCE OF 11.16 FEET:

THENCE, SOUTH 00°07'09" WEST A DISTANCE OF 242,99 FEET TO THE POINT OF

BEGINNING,

LTD. -LIMITED

CONTAINING 1,37 ACRES MORE OR LESS,

LEGEND

INC. - INCORPORATED

LS - LICENSED SURVEYOR LB - LICENSED BUSINESS P.O.B. - POINT OF BEGINNING
TD. - LIMITED P.O.C. - POINT OF COMMENCEMENT - SECTION CORNER ■ 1/4 SECTION CORNER

SURVEYOR'S NOTES

- . THE BEARINGS SHOWN HEREON ARE BASED UPON AN ASSUMED BEARING OF N 85"90"3" W ALONG THE SOUTH LINE OF SECTION 7, TOWNSHIP 38 SOUTH, RANGE 40 EAST, MARTIN COUNTY, FLORIDA,
- 2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER,

NOTE: SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION, DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEET 2 OF 2 OF THIS DOCUMENT,

THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATION;

HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE SKETCH AND DESCRIPTION SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVIEYORS AND MAPPERS IN CHAPTER SHIT. FLORIDA ON MAPPERS IN CHAPTER SHIT. FLORIDA STATUTES.



Digitally signed by Steven N Brickley Date: 2021.03.11 15:00:16 -05'00'

MARCH 11, 2021

DATE OF SIGNATURE

PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE No. LS • 8841

BOWMAN CONSULTING GROUP, LTD., INC. CORPORATION CERTIFICATE OF AUTHORIZATION No. LE MISS

ONSULTING

man Consulting Group, Ltd., Inc. 1 SE Ocean Slvd

Sulte SC1, Stuart, Florida 34954 ww.bowmangansulfing.co Bowman Consulting Group, Lot.

estonal Surveyors and Mapper Business Conflicate # LB 503

Fax: (772) 220-7851

YARD TRASH SITE

A PORTION OF SECTION 7, TOWNSHIP 38 SOUTH, RANGE 40 EAST MARTIN COUNTY FLORIDA

PATH P\010025-02-006\Survey\Top 9
PROJECT NO. 010025-02-006 REVISED DATE: 3-11-2021 CADO FILE 025-02-006 SKT

DATE: NOV. 23, 202 SCALE: N/A

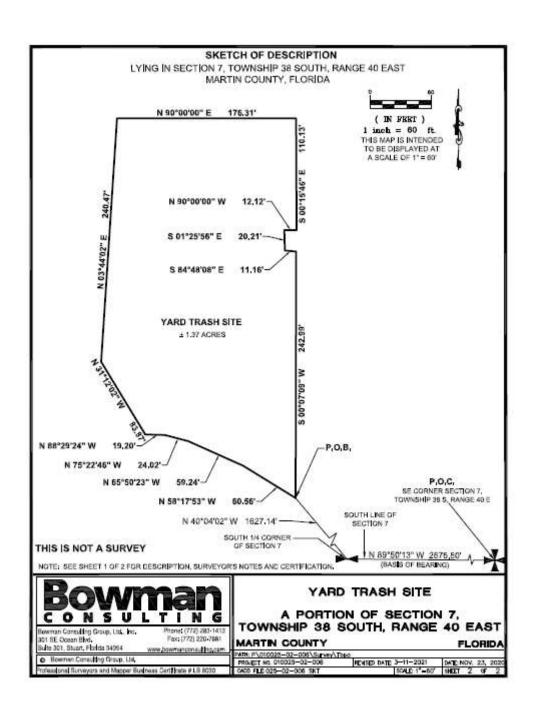


EXHIBIT C SAMPLE MONTHLY ACTIVITY REPORT

MARTIN COUNTY SOLID WASTE DIVISION UTILITIES & SOLID WASTE DEPARTMENT

VEGETATIVE WASTE PROCESSING MONTHLY ACTIVITY REPORT PERIOD ENDING:	
INBOUND MATERIAL VEGETATION	CURRENT MONTH
OUTBOUND MATERIAL VEGETATION	
NET BALANCE FOR CURRENT MONTH	0.00
MATERIAL ON SITE AT BEGINNING OF CURRENT MONTH	
NET BALANCE ON SITE	

MONTHLY ACTIVITY REPORT PART B. DAILY ACTIVITY REPORT

					FUGITIVE EMISSI	ONS ACTION (2)
	OPENING	CLOSING	SUPERVISOR	WEATHER		OPERATIONS
DATE	TIME	TIME	ON DUTY	LOG (1)	WATERING	SUSPENDED
3/1/2018	7:45 AM	5:45 PM	M. JONES	x	N/A	N/A
3/2/2018						
3/3/2018						
3/4/2018						
3/5/2018						
3/6/2018						
3/7/2018						
3/8/2018						
3/9/2018						
3/10/2018						
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3/24/2018						
3/25/2018						
3/26/2018						
3/27/2018						
3/28/2018						
3/29/2018						
3/30/2018						
3/31/2018						

⁽¹⁾ CHECK BOX IF WEATHER DATA LOG ATTACHED

⁽²⁾ CHECK BOX AND ATTACH DETAILS FOR FUGITIVE EMISSIONS OCTIVITY OCCURS

EXHIBIT D SAMPLE INVOICE

Contractor's Name:	_
For the period ending:	_
Outbound Yard Trash:	_Tons
Outbound Solid Waste:	_ Tons
Other [Describe]:	_ Tons
Amount Owed to Contractor:	Dollars

The amount owed to the Contractor is equal to the amount of Outbound Yard Trash (measured in tons) multiplied by the Contractor's current Rate (\$17.39), minus the amount of Outbound Solid Waste (measured in tons) multiplied by the County's current Tipping Fee for Garbage (\$42.00 per ton).

EXHIBIT E CONTRACTOR'S RATE

Rate for Processing Yard Trash: \$17.39 per ton

EXHIBIT F FORM OF PERFORMANCE BOND

CONTRACTOR: Camo Farms, Inc. 200 2nd Avenue South, Suite 270 St. Petersberg, FL 33701 Telephone: 918-978-7128 Facsimile: **SURETY** (name, principal place of business, and phone number): **COUNTY:** County Administrator Martin County 2401 SE Monterey Road Stuart, Florida 34996 Telephone: (772) 288-5939 Facsimile: (772) 288-5432 BOND No. Date: Amount: One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00)

KNOW ALL MEN BY THESE PRESENTS that we, Camo Farms, Inc. (hereinafter "CONTRACTOR"), as Principal, and _______, hereinafter "SURETY"), as Surety, are held and firmly bound unto Martin County, Florida (hereinafter "COUNTY"), as Obligee, in the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, directors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the SURETY states that it has read the "Agreement and Lease for Yard Trash Processing Services" (hereinafter "Agreement") that is attached hereto and incorporated herein by reference, and SURETY has carefully considered the CONTRACTOR's obligations and duties under the Agreement, including but not limited to the provisions of Sections 41 (Liability and Damages") and 48 ("Breach and Termination of Agreement"); and

WHEREAS, the COUNTY's execution of the Agreement and Lease with the CONTRACTOR, are contingent upon the execution of this bond (hereinafter "BOND") and these presents.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the CONTRACTOR shall in all respects promptly and faithfully perform and comply with all of the terms and conditions of the Agreement, and CONTRACTOR's obligations thereunder, then this obligation shall be void; otherwise, the BOND shall remain in full force and effect, in accordance with the Agreement and the following terms and conditions:

- 1. The SURETY, for value received, as hereby acknowledged, stipulates and agrees that no change, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the requirements for the same shall in any way affect the SURETY's obligations on the BOND, and SURETY does hereby waive notice of any change, alteration, or addition to the terms of the Agreement or to the work.
- 2. The SURETY, for value received, as hereby acknowledged, further stipulates and agrees that it will pay the COUNTY all losses, damages, expenses, costs, liquidated damages, and attorneys' fees, including fees incurred in appellate proceedings, the COUNTY sustains because of a default by the CONTRACTOR under the Agreement, up to the maximum amount of the BOND.
- 3. The fact that the COUNTY may extend the time within which the CONTRACTOR may perform its obligations shall not release the SURETY from its obligations under this BOND, whether such extension is made after notice to the SURETY or not, and the SURETY hereby consents that the COUNTY may extend the time for the CONTRACTOR's performance, without providing notice to the SURETY.
- 4. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the COUNTY shall give notice of such default to the SURETY in writing by certified mail, return receipt requested, addressed to the SURETY at its principal place of business, as identified above.
- 5. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall have the right to complete the work or performance on behalf of the CONTRACTOR, and for that purpose shall have all of the rights of the CONTRACTOR under the Agreement for the completion of performance.
- 6. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall remedy the default or otherwise satisfy its obligations under this BOND.
- 7. In the event there is a failure to perform the conditions of this obligation, the COUNTY may bring any and all actions, suits, or proceedings, or otherwise take such steps as it deems appropriate, to enforce the obligation of the SURETY, and the COUNTY may do so without joining the CONTRACTOR in any such actions, suits, or proceedings. Thereafter, whether judgment is obtained against the SURETY or not, successive actions can be brought

against the CONTRACTOR, and this BOND shall remain a continuing obligation on the part of the SURETY and the CONTRACTOR until the conditions of this BOND have been fully performed, including the resolution of third party lawsuits.

- 8. It is understood and agreed that the obligation of the CONTRACTOR under this BOND continues from day to day until paid, and a new cause of action arises thereon daily with the result that the statute of limitations of the State of Florida does not run against the entire claim. The obligation of the SURETY under this BOND, therefore, continues in this manner, and no action, suit, or proceeding against the CONTRACTOR or the SURETY hereunder shall be barred, except under such conditions as would bar it under the said statute of limitations.
- 9. Any proceeding, legal or equitable, under this BOND shall be instituted only in a state or federal court of competent jurisdiction in Martin County, Florida, and shall be instituted within the statute of limitations after the CONTRACTOR's default or within the statute of limitations after the SURETY refuses or fails to perform its obligations under this BOND, whichever occurs later. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Florida shall be applicable.
- 10. Notices to the SURETY, the COUNTY, and the CONTRACTOR shall be mailed or delivered to the addresses shown above.
- 11. The SURETY represents and warrants to the COUNTY that it has a rating of "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety; (b) it is listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds; (c) it has been in business continuously for at least five years; and (d) it will not cancel or alter this BOND without providing at least 30 days advance notice to the COUNTY.

CONTRACTOR AS PRINCIPAL	SURETY
Company: (Corporate Seal)	Company: (Corporate Seal)
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date
Witnesses:	
Signature	Signature
Printed Name	Printed Name
Signature	Signature
Printed Name	Printed Name
FLORIDA RESIDENT AGENT FOR SURETY	
Print Name	
Address	
Phone	Fax

NOTE: Power of attorney and certification of authority for issuance and current status thereof for Attorney-in-Fact and for Surety Company must be attached. Proof that Surety is licensed to transact business in the State of Florida must be submitted with this Bond.

EXHIBIT G FDEP SETTLEMENT AGREEMENT

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

DOAH Case No. 05-0100EF OGC File No. 04-1862E

STATE OF FLORIDA DEPARTMENT

of Environmental Protection,
Petitioner,

Vs.

MARTIN COUNTY,
Respondent.

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DEPT OF ENV PROTECTION
WEST PALM BEACH

SETTLEMENT AGREEMENT

Petitioner, State of Florida Department of Environmental Protection, and Respondent, Martin County, by and through their respective undersigned officials, hereby agree to settle and resolve all issues raised by the Notice of Violation and Petition for Administrative Hearing filed in this case, in accordance with section 120.57(4), Florida Statutes (2005).

- <u>Definitions</u>. The following words and phrases, when used in this document, shall have the following meanings:
 - A. <u>Agreement</u>: this "Settlement Agreement" by and between the Petitioner and the Respondent.
 - B. <u>County</u>: the Respondent, Martin County, a political subdivision of the State of Florida.
 - C. Department: the Petitioner, State of Florida Department of Environmental

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Protection, an agency of the State of Florida.

- D. DOAH: the Division of Administration Hearings of the State of Florida.
- E. <u>Facility</u>: the Palm City II Landfill and associated improvements located at 9101 SW Busch Street, Palm City, Martin County, Florida.
- F. <u>Notice</u>: the "Notice of Violation, Orders for Corrective Action, and Administrative Penalty Assessment" issued by the Department to the County on November 23, 2004.
 - G. Parties: a collective reference to the Department and the County.
- H. <u>Permit</u>: the Title V Air Operation Permit, number 0850120-003-AV, issued to the County by the Department and renewed on July 29, 2004, allowing and regulating operation of the Facility by the County.
- I. <u>Petition</u>: the "Petition for Administrative Hearing" filed by the County with the Department on or about December 20, 2004, pursuant to sections 120.569 and 403.121(2), Florida Statutes (2004), requesting that an administrative hearing be conducted by DOAH in accordance with sections 120.569 and 120.57, Florida Statutes (2004).
- 2. Authority. The Parties agree that the Department has the power and authority to enforce the provisions of all permits issued by it, including the Permit, pursuant to the provisions of Chapter 403, Florida Statutes, and the rules promulgated pursuant thereto and codified in Chapter 62, Florida Administrative Code. The Parties further agree that the County has the power and authority to operate the Facility pursuant to and in accordance with the Permit, and including but not limited to a vegetative debris mulching operation.
- 3. <u>Intent</u>. It is the intent of the Parties to resolve fully all issues now pending between them pursuant to the Notice and the Petition, without reservation; to avoid the prescription

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OF ENV PROTECTION

administrative hearing as requested in the Petition; to bring about changes in the County's operation

of the Facility and especially the vegetative debris mulching operation; and to cause the dismissal

of the Notice and the Petition, with prejudice, upon the execution of this Agreement by both Parties.

A. The Parties agree that the terms of this Agreement are the result of extensive

negotiations to resolve factual and legal issues raised by or related to the Notice and the

Petition, but are not intended by the Parties to constitute any admission of wrongdoing or

liability by either Party nor by anyone acting on behalf of either Party, nor to establish any

precedent for the resolution of any other case, dispute, or controversy, either by the Parties

or by any other person, business, government, or other legal entity.

B. This Agreement is the Parties' settlement of the Department's civil and

administrative authority arising under Florida law to resolve the matters addressed herein.

This Agreement is not a settlement of any criminal liabilities which may arise under Florida

law, nor is it a settlement of any violation which may be prosecuted criminally or civilly

under federal law.

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C. The Parties agree that the resolution of this matter through this Agreement does

not involve a civil penalty of \$2,000.00 or more for purposes of history of noncompliance

considerations undertaken by the Department pursuant to the authority found within section

403.121(7), Florida Statutes (2004).

4. Operational Modifications. Upon the execution of this Agreement by the Parties, the

County agrees to make changes to the vegetative debris mulching facility located at the Facility

pursuant to the Permit, as follows:

A. The site of actual mulching will be moved eastward of its current location, to the

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east side of the solid waste transfer station being constructed at the Facility, and the new location of the site will include the construction of a paved area for mulching, the installation of mesh screening along the west side of the mulching site, the planting of landscaping around the mulching site, the installation of equipment to produce a water mist curtain during actual mulching, and the installation of a wind speed measuring device. Actual work on the new location shall commence within six months after the execution of the Agreement and shall be completed within 1 year after the execution of the Agreement, provided that the Department process, in accordance with law, any modifications of the Permit which may be required and that no administrative challenge to the modification is filed pursuant to Chapter 120, Florida Statutes.

- B. The actual mulching operation will be modified as follows:
- (1) Effective immediately upon execution of this Agreement, by modifying the actual mulching operation by:
 - (a) The piles of vegetative debris to be mulched being watered daily;

 and
 - (b) Mülching being suspended whenever the wind speed at the site?
 *exceeds 15 mph sustained wind speed for one half hour, as measured by the on-site wind speed measuring device.
- (2) Upon the relocation of the mulching site, as described above, by modifying the actual mulching operation by:
 - (a) Only conducting mulching at the new location, on the east side of
 the solid waste transfer station being constructed at the Facility, and

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DEPT OF ENV PROTECTION WEST PALM BEACH (107 By/the use of a water mist curtain whenever mulching is actually

being done

C. The Parties agree that the operational modifications outlined within paragraph

4.B. of this Agreement will become part of the Permit's Facility-wide Condition 7, and will

be included among the reasonable precaution activities to be taken to prevent emission of

unconfined particulate matter. The County shall provide written notice to both the

Department and EPA at least 7 days prior to implementing the operational modifications and

shall attach a copy of each notice to the Permit. The written notice shall state the date on

which the modification(s) will occur and a specification of the modification(s) being

accomplished at that time.

5. Reimbursement of Costs. The Parties agree that, within sixty days of the execution of this

Agreement by the Parties, the County shall reimburse the Department for its costs associated with

this matter, and the Department agrees to accept such reimbursement as payment in full by the

County of such costs, in the amount of Two Thousand Five Hundred Dollars (\$2,500.00).

Facility Compliance with Law. The County shall forthwith comply with all applicable

Department rules regarding air pollution control in the operation of the Facility. The County shall

implement the Operational Modifications within the timeframes established above and comply with

all applicable rules in Fla. Admin. Code Chapter 62.

7. Dismissal of Petition. Upon the execution of this Agreement by the Parties, the

Department shall dismiss the Petition, with prejudice, and the County shall agree not to oppose such

dismissal.

8. Attorney's Fees. The Parties agree that each shall bear its own attorney's fees related to RECEIVED

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WEST PALM BEACH

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this matter, including the negotiation and execution of this Agreement, and shall have no recourse

whatsoever against any other Party, nor against any officer, employee, agent, or representative of any

other Party, for payment of such attorney's fees.

9. Changes in Law. Nothing in this Agreement shall be construed to relieve any Party from

adhering to the law, and in the event of a change in any statute or administrative rule that is adopted

after the execution of this Agreement and which is inconsistent with a provision of this Agreement,

the statute or rule shall take precedence and the provision of this Agreement shall be deemed

modified to be consistent with the change, if possible, and if not, then the inconsistent provision shall

become void.

10. Third Party Beneficiaries. Nothing in this Agreement is intended to benefit anyone who

is not a named Party to this Agreement.

11. Complete Agreement. This written document, including any attachments mentioned in

it, constitutes the complete Agreement between the Parties. No prior, contemporaneous, or future

verbal or written representation, assurance, or promise made by or on behalf of any Party may be

considered to be part of this Agreement unless it has been included in this written document.

12. Construction of Agreement. This written document is the result of mutual effort by all

of the Parties equally and thus, in the event of any ambiguity in its terms or provisions, this

Agreement shall not be construed more favorably towards any Party on the basis of who was

responsible for its draftsmanship.

13. Amendment of Agreement. After executing this written document, the Parties may

subsequently agree to amend this Agreement, but only in writing, executed by both of the Parties to

this Agreement.

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14. <u>Duplicate Originals</u>. The Parties may execute as many duplicate "originals" of this Agreement as may be necessary, so that each Party may possess an "original" of the Agreement, and for any other purpose for which an "original" is necessary, including (but not limited to) the recording of an "original" in the public records of Martin County, Florida.

15. Effective Date. This Agreement constitutes "agency action" as defined in section 120.52(2), Florida Statutes (2004) and therefore will become final and effective on the date it is filed with the Clerk of the Department, after being executed by both Parties, unless a petition for administrative hearing is filed in accordance with Chapter 120, Florida Statutes. Upon the timely filing of a petition, this Agreement will not be effective until further notice of final action by the Department in accordance with Chapter 120, Florida Statutes. This Agreement is also subject to approval by the Board of County Commissioners of Martin County, and execution of it by the

THIS SPACE INTENTIONALLY LEFT BLANK

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Chairman or Vice-Chairman of the Board.

DONE AND EXECUTED in Leon County and Martin County, Florida, on the respective

dates set forth below.

FOR THE RESPONDENT:

Susan L. Valliere Chairman, Board of County Commissioners

Approved as to form and legality:

FOR THE PETITIONER:

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Date

Kevin R. Neal District Director

Filed, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

cc:

Lea Crandall, Agency Clerk Mail Station 35

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EXHIBIT H FDEP PERMIT



FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION
SOUTHEAST DISTRICT OFFICE
3301 GUN CLUB ROAD, MSC 7210-1
WEST PALM BEACH, FL 33406
561-681-6600

RICK SCOTT GOVERNOR CARLOS LOPEZ-CANTERA LT, GOVERNOR

JONATHAN P.STEVERSON SECRETARY

January 7, 2015

BY ELECTRONIC MAIL. Pvancey@martin.fl.us

In the Matter of an Application for Permit by: DEP File No. 0123520-016-SC Martin County SW Palm City II Landfill WACS ID Number: 68803 Permit Files

Mr. Patrick Yancey, Solid Waste Administrator Martin County Utilities and Solid Waste Department Post Office Box 9000 Stuart, FL 34995-9000

Dear Mr. Yancey:

Enclosed is Permit Number 0123520-016-SC for renewal to operate a Solid Waste Management Facility issued pursuant to Sections 403.087, Florida Statutes. This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is filed in accordance with sections 120.569 and 120.57 of the Florida Statutes before the deadline for filing a petition. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative hearing in accordance with sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399 3000.

Petitions by the applicant or any of the parties listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by other persons must be filed within fourteen days of publication of the notice or receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.A.C., however, any person who asked the Department for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication. The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition within the appropriate time period

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shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

A petition that disputes the material facts on which the Department's action is based must contain the following information.

- (a) The name, address, and telephone number of each petitioner, the applicant's name and address, the Department File Number and the county in which the project is proposed;
- (b) A statement of how and when each petitioner received notice of the Department's action or proposed action;
- (c) A statement of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
 - (d) A statement of all material facts disputed by petitioner or a statement that there are no disputed facts;
- (e) A statement of the ultimate facts alleged, including a statement of the specific facts which the petitioner contends warrant reversal or modification of the Department's action or proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action, and
- (g) A statement of the relief sought by the petitioner, stating precisely the action the petitioner wants the Department to take with respect to the Department's action or proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation under Section 120.573 of the Florida Statutes is not available for this proceeding.

WACS I.D. NUMBER: 0068803 FILE/PERMIT NUMBER: 0123520-016-SC

Any party to this order has the right to seek judicial review of it under Section 120.68, F.S., by filing a notice of appeal under Rule 9.110, Florida Rules of Appellate Procedure, with the clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department.

Should you have any questions, please contact Mr. Amede Dimonnay of this office, telephone number (561)681-6667.

Executed in the City of West Palm Beach, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Jill S. Creech, P.E.

Southeast District Director

Menel

JSC/PAW/AT/ad

Copies furnished electronically to:

Kevin Vann, P.E., CDMsmith, <u>VannKN@cdmsmith.com</u> Richard Tedder, SW/TLH, <u>richard tedder@dep.state.fl.us</u> Tor Bejnar, SW/TLH, <u>tor.bejnar@dep.state.fl.us</u>



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

SOUTHEAST DISTRICT OFFICE 3301 GUN CLUB ROAD, MSC 7210-1 WEST PALM BEACH, FL 33406 561-681-6600 RICK SCOTT GOVERNOR

CARLOS LOPEZ-CANTERA LT. GOVERNOR

JONATHAN P. STEVERSON SECRETARY

Permit Issued to:

Martin County Utilities and Solid Waste Department 2378 S.E. Ocean Boulevard Stuart, Florida 34996 772-419-6939

WACS Facility ID No.: 68803
Facility Name: Martin County Palm City II Landfill
Facility Address: 9101 SW Busch Street
Palm City, Florida 33990

Contact Person:
Patrick Yancey, Solid Waste Administrator
P.O. Box 9000 Stuart, FL 34995

pyancey@martin.fl.us
772-419-6939

Solid Waste Renewal Permits – Waste Processing Facility and Long-Term Care Permit No.: 123520-016-SC Replaces Permit No.: 123520-012-SC

Permit Issued: January 7, 2015
Permit Renewal Application Due Date: November 4, 2024
Permit Expires: January 6, 2025

Permitting Authority
Florida Department of Environmental Protection
Southeast District Office
3301 Gun Club Road
MSC 7210-1
West Palm Beach, FL 33406
561-681-6600

www.dep.state.fl.us

PERMIT NO.: 123520-016-SC WACS Facility ID: 68803

SECTION 1 - SUMMARY INFORMATION

A. Authorization

The Permittee is hereby authorized to operate the facility described below in accordance with the specific and general conditions of this permit and any documents attached to this permit or specifically referenced in this permit and made a part of this permit.

The renewal of this solid waste operation permit is issued under the provisions of Chapter 403, Florida Statutes, (F.S.), and Chapters 62-4 and 62-701, Florida Administrative Code, (F.A.C.).

This permit does not relieve the Permittee from complying with any other appropriate local zoning or land use ordinances or with any other laws, rules or ordinances. Receipt of any permits from the Department does not relieve the applicant from obtaining other federal, state, and local permits and/or modifications required by law, including those from other Sections within the Department or of the Water Management District.

B. Facility Location

The facility is located at 9101 SW Busch Street, Palm City, in Martin County, Florida. The location coordinates for the facility are: Section 7, Township 38S, Range 40E, Latitude 27°11′2.0″, Longitude 80°22′39.7″.

C. Facility Description

TO OPERATE:

The facility includes a 510 tons per day Waste Processing Facility (Transfer Station) for Class I solid waste and the operation of an approximately 200 tons per day construction and demolition (C&D) Debris Processing Facility in a 36,000 square foot enclosed building. The contractor sorts the incoming C&D debris into recyclable and non-recyclable material. The recyclables are picked by hand and grouped in different categories such as concrete, wood products, vegetation, metals, white goods, glass, plastics, paper, dirt and roofing material. Remaining smaller debris are screened as needed to reclaim all fines for resale by the contractor. Reuse of recovered fines or screened material from the C&D Processing Facility shall require specific FDEP approval and shall be in accordance with Department "Guidelines for the Management of Recovered Screen Material from C&D Debris Recycling Facilities in Florida" dated September 28, 1998. There should be no C&D debris disposal at the Martin County Palm City II Landfill. All the non-recyclable C&D debris shall be transported offsite for disposal.

TO MAINTAIN:

The facility including Long-Term Care for closed sanitary landfills (Class I & III) consisting of the following components: Phase I, 34 acres; Phase II cell 1, 17 acres; Phase II cell 2, 12.6 acres; Phase II cell 3, 12 acres; and Phase II cell 4, 9.8 acres; for a total of 85.4 acres. Phase II cell 4 is a Class III landfill, the other cells are Class I. Maintenance of this closed landfill includes maintenance of the associated active gas control system, stormwater management system, and

PERMIT NO.: 123520-016-SC WACS Facility ID: 68803

leachate management system. Leachate shall be collected and trucked to a wastewater treatment facility for disposal in a deep injection well.

The facility has a Title V air permit (No. 0850120-006-AV), which expires on July 3, 2019, and an active NPDES leachate pond emergency discharge permit (FLR05B468).

D. Appendices Made Part of This Permit

APPENDIX 1 - General Conditions

APPENDIX 2 - List of Approved Documents Incorporated into the Permit

APPENDIX 3 - Water Quality Monitoring Plan

E. Attachments for Informational Purposes Only

ATTACHMENT 1 - Recent Facility Permit History

SECTION 2 - SPECIFIC CONDITIONS

A. Administrative Requirements

- Documents Part of This Permit. The permit application as revised in final form replaced or amended in response to the Department's Request(s) for Additional Information are contained in the Department's files and are made a part of this permit. Those documents that make up the complete permit application are listed in APPENDIX 2.
- Permit Modification. Any change to construction, operation, monitoring, or closure requirements of this permit may require a modification to this permit, in accordance with the provisions of Rule 62-701.320(4), F.A.C.
- Permit Renewal. In order to ensure uninterrupted operation of this facility, a timely and sufficient permit renewal application must be submitted to the Department in accordance with Rule 62-701.320(10), F.A.C. A permit application submitted at least 61 days prior to the expiration of this permit is considered timely and sufficient.
- Transfer of Permit or Name Change. In accordance with Rule 62-701.320(11), F.A.C., and Rule 62-4.120, F.A.C., the Department must be notified by submitting Form 62-701.900(8) within 30 days: (a) of any sale or conveyance of the facility; (b) if a new or different person takes ownership or control of the facility; or (c) if the facility name or Permittee's legal name is changed.
- Air Permit Requirements. This facility is authorized to operate under Title V permit No. 0850120-006-AV, which expires on July 3, 2019. For information regarding the -Title V permit, contact Ms. Diane Pupa at (561) 681-6782 or SED.AIR@dep.state.fl.us.

B. Construction Requirements

PERMIT NO.: 123520-016-SC

WACS Facility ID: 68803

Construction authorized. This permit does not authorize construction activities other than
those associated with leachate and gas collection and management systems within
existing disposal cells.

C. Operation Requirements

- General Operating Requirements. The Permittee shall operate the Waste Processing facilities (Transfer Station and Construction & Demolition(C&D) Debris Processing Facility), in accordance with the approved Operations and Contingency Plans listed in Appendices D.1 and D.2, respectively in the renewal application for the Martin County Palm City II Landfill Solid Waste operations permit, dated November 13, 2014. The Department shall be notified before any changes, other than minor deviations, to the approved Operations and Contingency Plans are implemented in order to determine whether a permit modification is required.
- Operation Plan. A copy of the approved Operations and Contingency Plans, including the operating record as defined in Rule 62-701.500(3), F.A.C., shall be kept at 9101 SW Busch Street, Palm City and shall be accessible to facility operators.
- Authorized Waste Types. The facility is authorized to manage only the following waste types:
 - a. Waste types defined in Rule 62-701.200, F.A.C.:
 - 1) Class I waste.
 - 2) Class III waste.
 - 3) Construction and demolition debris.
 - 4) Yard trash.
 - 5) White goods.
 - 6) Waste tires.
 - Recovered materials.
 - b. Other Wastes Specifically Authorized: None.
- Unauthorized Waste Types. The facility is not authorized to accept, process or dispose of
 any waste types not listed in C.3 above. Any unauthorized waste inadvertently received
 by the facility shall be managed in accordance with the approved Operations and
 Contingency Plans.
- 5. Storage and Management. Class I wastes may be stored on the tipping floor for up to seven (7) days and shall be processed within 7 days of receipt. Materials recovered from the waste stream for recycling may be stored in the designated recovered material storage area along with other source separated recovered materials. The recovered materials shall be removed from the transfer station for recycling or disposal. All other wastes shall be removed from the transfer station within 7 days for off-site disposal or recycling.

PERMIT NO.: 123520-016-SC WACS Facility ID: 68803

- 6. <u>Erosion Control</u>. Erosion control measures shall be employed to correct any erosion which exposes waste or causes malfunction of the storm water management system. Such measures shall be implemented within three days of occurrence. If the erosion cannot be corrected within seven days of occurrence, the landfill operator shall notify the Department and propose a correction schedule.
- Contingency Plan and Notification of Emergencies. The Permittee shall notify the
 Department in accordance with the approved Operations and Contingency Plans.
 Notification shall be made to the Solid Waste Section of DEP's Southeast District Office
 at (561) 681-6600.
- Housekeeping. The facility shall be operated to control dust, vectors, litter and objectionable odors.

Leachate Management.

- a. The Permittee shall operate the leachate management system (including the collection, removal, storage, and off-site discharge systems), and maintain the system as designed, so that leachate is not discharged from the system except as provided for in the Operations and Contingency Plans.
- Routine inspections and maintenance of the leachate management system shall be conducted in accordance with the schedule established in the Operations and Contingency Plans.
- 10. Spotters and Operators. This facility shall have the minimum number of spotters present when waste is accepted as specified in the Operations and Contingency Plans. A trained operator shall be on duty at the facility at all times the facility is operating. Approved training courses can be found at the following web site: http://www.treeo.ufl.edu/sw.

Record Keeping Requirements.

Waste Quantity Records. Waste records shall be compiled monthly, and copies shall be provided to the Department no less than annually by April 1 of each year. This information shall be reported to the Department through the DEP Business Portal located at: http://www.fldepportal.com/go.

- 12. Hazardous Waste. If any regulated hazardous wastes are discovered to be deposited at the facility, the facility operator shall promptly notify the Department, the person responsible for shipping the wastes to the facility, and the generator of the wastes, if known. The area where the wastes are deposited shall immediately be cordoned off from public access. If the generator or hauler cannot be identified, the facility operator shall assure the cleanup, transportation, and disposal of the waste at a permitted hazardous waste management facility. In the event that hazardous wastes are discovered they shall be managed in accordance with the procedures provided in facility Operation Plan.
- Storm water. Leachate shall not be discharged into the storm water management system.
 Storm water or other surface water which comes into contact with or mixes with the solid

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waste or leachate shall be considered leachate and is subject to the requirements of Rule 62-701.500(8), F.A.C.

D. Water Quality Monitoring Requirements

- Zone of Discharge. The zone of discharge for this facility shall be a three dimensional volume with the horizontal boundary as shown in Figure 1 of the water quality monitoring plan. The vertical boundary of the zone of discharge is the base of the surficial aquifer. The Permittee shall ensure that Class G-II primary water quality standards will not be exceeded at the boundary of the zone of discharge, per Rule 62-520.420, F.A.C., and that ground water minimum criteria will not be exceeded outside the boundary of the zone of discharge, per Rule 62-701.320(17), F.A.C.
- Water Quality Monitoring Plan. The Water Quality Monitoring Plan for this permit is included in APPENDIX 3.

E. Gas Management System Requirements

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- Construction Requirements. All construction shall be done in accordance with the
 approved gas management system design, drawings, and specifications. The Department
 shall be notified before any changes, other than minor deviations, to the approved design
 are implemented in order to determine whether a permit modification is required.
- Certification of Construction Completion. After construction is completed the engineer
 of record shall certify to the Department in accordance with Rule 62-701.320(9)(b),
 F.A.C., that the permitted construction is complete and was performed in substantial
 conformance with the approved construction plans except where minor deviations were
 necessary. All deviations shall be described and the reasons therefore enumerated.
- Operational Requirements. Gas controls shall be operated and maintained so that they
 function as designed.
- 4. Monitoring Requirements. Monitoring for methane gas at the property boundary and within structures on the property shall be performed quarterly to determine the effectiveness of the gas migration controls. The gas monitoring results shall be reported as a percent of the lower explosive limit (LEL), calibrated to methane. The report shall be submitted to the Department under separate cover no later than 15 days after the end of the period in which the monitoring occurred.
- 5. Gas Remediation Plan. The facility landfill gas management system shall be operated to prevent the concentration of combustible gases from exceeding 25% of the lower explosive limit in structures, excluding gas control or recovery components, and from exceeding the lower explosive limit at or beyond the property boundary. If either of these limits is exceeded then a gas remediation plan shall be designed and implemented in accordance with Rule 62-701.530(3)(a), F.A.C.
- Odor Remediation Plan. The facility shall be operated to control objectionable odors. If
 objectionable odors are confirmed beyond the property boundary then upon notification
 by the Department the Permittee shall develop and implement an odor remediation plan
 in accordance with the requirements of Rule 62-701.530(3)(b), F.A.C.

F. Financial Assurance and Cost Estimates

 Financial Assurance Mechanism. The Permittee may not receive waste for disposal or storage in any disposal unit for which financial assurance has not been approved. Proof that the financial mechanisms are established and funded in accordance with Rule 62-701.630, F.A.C. shall be submitted to the Department at least sixty (60) days prior to the planned acceptance of solid waste in any disposal unit. When established, the Permittee shall maintain, in good standing, the financial assurance mechanisms. Supporting documentation and evidence of increases associated with cost estimate increases shall be submitted within the time frames specified in Rule 62-701.630, F.A.C.

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All submittals in response to this specific condition shall be sent to:

Florida Department of Environmental Protection Financial Coordinator - Solid Waste Section 2600 Blair Stone Road, MS 4548 Tallahassee, Florida 32399-2400

Cost Estimates.

- a. The Permittee shall submit closure cost estimates, including annual adjustments for inflation, in accordance with the requirements of Rule 62-701.630(3) and (4), F.A.C., and 40 CFR Part 264.142(a) using Form 62-701.900(28).
- b. An owner or operator using an escrow account shall submit the annual inflation adjusted estimate(s) between July 1 and September 1. An owner or operator using a letter of credit, guarantee bond, performance bond, financial test, corporate guarantee, trust fund or insurance shall submit the inflation adjusted cost estimate(s) between January 1 and March 1.
- c. All submittals in response to this specific condition shall be sent to the District Office and a copy to the address identified in Specific Condition F.1. or to the following email address: <u>Solid.Waste.Financial.Coordinator@dep.state.fl.us.</u>

G. Closure Requirements

Closure requirements shall be in accordance with Rule 62-701.710(6), F.A.C.

Executed in Palm Beach County, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

andrell Marie

Jill S. Creech, P.E.

Southeast District Director

FILED, on this date, pursuant to Section §120.52, F.S. with the designated Department Clerk, receipt of which is hereby acknowledged.

Date

January 7, 2015

APPENDIX 1

PERMIT NO.: 123520-016-SC

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General Conditions

- The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.161, 403.727, or 403.861, Florida Statutes. The Permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
- This permit is valid only for the specific processes and operations applied for and
 indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved
 drawings, exhibits, specifications, or conditions of this permit may constitute grounds for
 revocation and enforcement action by the Department.
- 3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of rights, nor any infringement of federal, State, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.
- 4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.
- 5. This permit does not relieve the Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the Permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.
- 6. The Permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the Permittee to achieve compliance with the conditions of this permit, as required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.
- 7. The Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:
 - (a) Have access to and copy any records that must be kept under conditions of the permit;

 Inspect the facility, equipment, practices, or operations regulated or required under this permit; and

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- (c) Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules. Reasonable time may depend on the nature of the concern being investigated.
- 8. If, for any reason, the Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the Permittee shall immediately provide the Department with the following information:
 - (a) A description of and cause of noncompliance; and
 - (b) The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

The Permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

- 9. In accepting this permit, the Permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.
- 10. The Permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the Permittee does not waive any other rights granted by Florida Statutes or Department rules.
- This permit or a copy thereof shall be kept at the work site of the permitted activity.
- 12. The Permittee shall comply with the following:
 - (a) Upon request, the Permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.
 - (b) The Permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.

- (c) Records of monitoring information shall include:
 - the date, exact place, and time of sampling or measurements;
 - 2. the person responsible for performing the sampling or measurements;

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- 3. the dates analyses were performed;
- the person responsible for performing the analyses;
- 5. the analytical techniques or methods used;
- the results of such analyses.
- 13. When requested by the Department, the Permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the Permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

APPENDIX 2

List of approved documents incorporated into the Permit:

- Martin County Palm City II Landfill, Permit Renewal Application, dated November 13, 2014 and received on November 14, 2014.
- The approved Operations and Contingency Plans listed in Appendices D.1 and D.2, respectively in the renewal application for the Martin County Palm City II Landfill Solid Waste operations permit, dated November 13, 2014.
- Figure Exhibit A: Site Plan showing Zone of Discharge (ZOD) and Monitoring locations, dated January 21, 2013.

APPENDIX 3

WATER QUALITY MONITORING PLAN

Palm City II Landfill and Waste Processing Facilities

PERMIT NO: 0123520-016-SC WACS_FACILITY ID: 68803 PERMIT DATE January 7, 2015 L. GENERAL

- The field testing, sample collection and preservation and laboratory testing, including quality control procedures, shall be in accordance with Chapter 62-160, F.A.C. Approved methods as published by the Department or as published in Standard Methods, ASTM, or EPA Methods shall be used. [62-701.510(2)(b), F.A.C.]
- The organization collecting samples at this site must use the Field and Laboratory Standard Operating Procedures (DEP-SOP-001/01) referenced in Chapter 62-160, F.A.C. The laboratory designated to conduct the chemical analyses must be certified by the Florida Department of Health Environmental Laboratory Certification Program (DOH ELCP). This Certification must be for the test method and analyte(s) that are reported. [62-160.210(1), 62-160.300(1), 62-701.510(2)(b), F.A.C. and DEP SOP FS 1008.]

NOTE: DEP-SOP-001/01 can be accessed at: http://www.dep.state.fl.us/water/sas/sop/sops.htm

- 3. The Permittee must ensure that the analytical laboratory conducting the analyses uses analytical methods capable of achieving detection limits at or below the Groundwater Cleanup Target Levels (GCTLs) or the Freshwater Surface Water Cleanup Target Levels (SWCTLs) in Table I, Chapter 62-777, F.A.C. except those listed in Table C of the "FDEP Guidance for the Selection of Analytical Methods and for the Evaluation of Practical Quantitation Limits dated 10/12/2004". GCTLs and SWCTLs that are not water quality standards are used as screening tools and interim guidelines for ground water minimum criteria until standards are promulgated. [DEP SOP FM 1000]
- 4. If, at any time, analyses detect parameters which are significantly above background water quality, or which are at levels above the Department's water quality standards or criteria specified in Chapter 62-520, F.A.C., in the detection wells or at the edge of the Zone of Discharge, the Permittee may confirm the data by resampling the affected wells within thirty (30) days of receipt of the sampling data. Should the Permittee choose not to

resample, the Department will consider the water quality analysis as representative of current ground water conditions at the facility. If the data is confirmed, or if the Permittee chooses not to resample, the Permittee shall notify the Department within 14 days of this finding. [62-701.510(6)(a), F.A.C.]

If the resampling event detects parameters which are significantly above background water quality, or which are at levels above the Department's water quality standards or criteria specified in Chapter 62-520, F.A.C., the Permittee shall notify the Department in writing within 14 days of receipt of the sampling data. Confirmed data must be submitted to the Department within 60 days from completion of lab analyses, unless a different due date is approved. Use "CONF" (for confirmation data) in the report type column. [62-701.510(8)(a), F.A.C.]

Upon notification by the Department, the Permittee shall initiate evaluation monitoring in accordance with Rule 62-701.510(6)(a), F.A.C.

II. GROUND WATER QUALITY MONITORING

- The 22 ground water monitoring wells included in this monitoring plan and designated for water quality testing and water level measurements are listed on Table 1 and shown on Figure 1. [62-701.510(3)(d)2 & 3, F.A.C.]
- Any initial sample collected from a new ground water monitoring well, unless the new
 monitoring well is installed to replace an existing well within the monitoring network,
 shall be analyzed for the following Initial Ground Water Monitoring Parameters. [62701.510(5)(b), F.A.C.]

Field Parameters	Laboratory Parameters	
Static water level in wells before purging	1. Ammonia – N, Total	
Dissolved oxygen	2. Chlorides	
3. pH	3. Iron	
Specific conductivity	4. Mercury	
5. Temperature	5. Nitrate	
6. Turbidity	6. Sodium	
7. Colors and sheens (by observation)	7. Total dissolved solids (TDS)	
	Those parameters listed in 40 CFR Part 258 Appendix I	

^{*} Mercury not listed because it is included in Appendix II.

 The 22 active monitoring wells shall be routinely sampled and analyzed semi-annually in January and July for the following parameters. [62-701.510(5)(c) & (7)(a), F.A.C.]

^{*} Appendix I is not listed because it is a subset of Appendix II

Groundwater Sampling Parameters

Sha	allow/Intermediate/Deep
An	timony
Ars	senic
Ch:	loride
Bar	rium
Iro	n
Lea	ıd
Nic	kel
Soc	lium
Va	nadium
An	nmonia as N
Tot	al Dissolved Solids
(TI	OS)
Ber	nzene
Dil	oromo-3-chloropropane
(DI	3CP)
	Dibromoethane (EDB)
Eth	ylbenzene
Me	thylene chloride
Na	phthalene
Tol	uene
o-T	oluidene
Xy	lene

 All water quality analyses will be performed on unfiltered samples unless approved by the Department.

III. SURFACE WATER MONITORING

- The 1 surface water site included in this monitoring plan is listed on Table 1 and shown on Figure 3. [62-701.510(4)(c), F.A.C.]
- Samples from the 1 surface water monitoring site shall be collected at the time of discharge. The samples shall be analyzed for the following Surface Water Monitoring Parameters and those listed in 62-701.510 (7)(b) & (5)(d), F.A.C.

Field Parameters		
1.	Static water level (.01 ft)	
2.	Specific Conductivity	
3.	pH	
4.	Dissolved oxygen	
5,	Turbidity	
6.	Temperature	

IV. MONITORING WELL REQUIREMENTS

- If a monitoring well becomes damaged or inoperable, the Permittee shall notify the Department within two (2) days of discovery with a written report within ten (10) days of notice. The written report shall describe what problem has occurred and the remedial measures that have been taken to prevent a recurrence. The Department can require the replacement of inoperable monitoring wells. [62-520.600(6)(I), F.A.C.]
- New or replacement monitoring well design or placement must be approved by the
 Department. The design and construction of these wells must be based on site-specific
 borings with appropriate supporting data such as grain size distribution analyses, in-situ
 hydraulic conductivity testing, and depth to water. Wells shall be installed using
 standard, accepted practices for well construction. [62-701.510(3), F.A.C. and 62550.600(3) and (6), F.A.C.]
- 3. All wells and piezometers shall be clearly and permanently labeled and the well site maintained so that the well is visible at all times. Unless otherwise authorized in a Department permit, new monitoring wells, and existing monitoring wells at the time of permit renewal, shall have protective bollards or other devices installed around them if they are located in areas of high traffic flow to prevent damage from passing vehicles. [62-701.510(3)(d)5, F.A.C.]
- The Department shall be notified in writing before any monitoring wells are abandoned or plugged. Wells shall be abandoned using standard, accepted practices for well abandonment. [62-701.510(3)(d)6, F.A.C.]

V. REPORTING REQUIREMENTS

A. FIELD ACTIVITIES

The Department must be notified in writing, hard copy or e-mail, at least fourteen (14) days prior to the installation and/or sampling of any monitoring well(s) so that the Department may collect split samples. [62-701.510(8)(a), F.A.C.]

B. MONITORING WELL COMPLETION REPORT

 One (1) paper copy and one (1) electronic copy (Adobe pdf format) of the Monitoring Well Completion Report, Form 62-701.900(30), F.A.C., must be submitted to the Department within thirty (30) days after installation of any new or replacement monitoring well(s). In addition, as-built well construction diagrams and soil boring logs that cover the entire depth of the monitoring well(s) must be submitted to the Department. [62-520.600(6)(j), F.A.C.]

NOTE: The top of casing elevation of each well, to the nearest 0.01 feet, and the latitude and longitude of each well in degrees, minutes and seconds, to two (2) decimal places, must be determined and certified by a Florida Licensed Surveyor and Mapper and provided on the form. [62-701.510(3)(d)1 & 62-520.600(6)(i), F.A.C.]

C. SURVEYING

- 3. One (1) paper copy and one (1) electronic copy (Adobe pdf format) of a drawing must be submitted within sixty (60) days following monitoring well installation showing the location of all monitoring sites (active, abandoned, and Evaluation Monitoring), piezometers, water bodies and waste filled areas. The location of features on the drawing must be horizontally and vertically located by standard surveying techniques. The drawing shall include all monitoring well locations, each monitoring well name and identification (WACS) number, the top of casing, pad elevation, permanent benchmark(s) and/or corner monument marker(s) referenced to a nationally recognized datum (such as NGVD 1929 or NAVD 1988) to the nearest 0.01 feet. The latitude and longitude of each well in degrees, minutes and seconds, to two (2) decimal places, must be determined and provided on the drawing. The survey shall be conducted and certified by a Florida Licensed Surveyor and Mapper. [62-701.510(1)(c)&(3)(d)1, and 62-520.600(6)(i), F.A.C.]
- 4. If a monitoring well is being replaced or new wells are being added to an existing ground water monitoring plan, only the new wells need to be surveyed as long as all other monitoring wells in the monitoring plan have been surveyed and certified by a Florida Licensed Surveyor and Mapper and there is no reason to believe that the elevations have changed. The location and elevation determinations and the certification must be provided with the Monitoring Well Completion Report upon completion of each new well. [62-701.510(3)(d)1, F.A.C.]

D. DEPTH MEASUREMENTS

A total depth measurement must be made on each well at time of the Technical Report or every five years. This measurement is to be reported as total apparent depth below ground surface and should be compared to the original total depth of the well.

E. INITIAL AND SEMI-ANNUAL SAMPLING AND SUBMITTING ELECTRONIC DATA

- Required monitoring reports must be submitted to the Department within sixty (60) days from completion of laboratory analyses and shall follow the Department's electronic reporting requirements using the ADaPT software. [Rule 62-701.510(8)(a), F.A.C.]
- 7. Required water quality monitoring reports and analytical results shall be submitted electronically. Water quality monitoring reports shall be submitted in Adobe pdf format. The water quality data Electronic Data Deliverable (EDD) shall be provided to the Department in a comma separated text file electronic format consistent with requirements for importing the data into the Department's databases as summarized at:

http://www.dep.state.fl.us/waste/categories/shw/pages/ADaPT.htm. Water quality monitoring reports shall be signed and sealed by a Florida registered professional geologist or professional engineer with experience in hydrogeological investigations and shall include the following:

- a) Cover letter;
- b) Summary of exceedances and recommendations;
- c) Ground water contour maps;
- d) Chain of custody forms;
- e) Water levels, water elevation table;
- f) Water Quality Monitoring Certification using Form Rule 62-701.900(31), F.A.C.;
- Appropriate information using the Groundwater Sampling Log, Form FD 9000-24 (DEP-SOP-001/01); and,
- Laboratory and Field EDDs and error logs, as applicable.

All submittals in response to this specific condition shall be sent both to:

Florida Department of Environmental	Florida Department of Environmental
Protection	Protection
Southeast District Office	Solid WasteProgram and Permitting
3301 Gun Club Rd, MSC 7210-1	Section
West Palm Beach, Florida 33406	2600 Blair Stone Road, MS 4565
	Tallahassee, Florida, 32399-2400

F. WATER ELEVATIONS

8. Water levels in all monitoring wells, whether sampled or not, all surface water sites must be measured to the nearest 0.01 foot and reported semi-annually. Surface water elevations at sampling locations must be measured to the nearest 0.01 foot on the same day as ground water levels in the wells and piezometers and reported semiannually. All water level measurements must be made within a one-day period. These measurements should be reported in a table that includes well or surface water point name, date water level measured, measuring point elevation referenced to a nationally recognized datum (such as NGVD 1929 or NAVD 1988), depth to water and calculated water level elevation referenced to the same nationally recognized datum. The ground water elevations shall be reported in the ADaPT data for the upload into WACS. [62-701.510(8)(a)8, F.A.C.]

G. GROUND WATER CONTOUR MAPS

 Ground water elevation contour maps for each monitored aquifer zone must be submitted semi-annually to the Department, with contours at no greater than one foot intervals unless site specific conditions dictate otherwise. Ground water elevation contour map(s) should include monitoring well locations, ground water elevation at each monitoring well or piezometer location referenced to a nationally recognized datum (such as NGVD 1929

or NAVD 1988), a bar scale, north arrow, ground water contour interval, date of measurement and ground water flow direction. The map(s) must incorporate adjacent and on-site surface water elevations where appropriate. These maps shall be signed and sealed pursuant to Florida Statutes (F.S.) Chapters 471 and 492 which require that documents requiring the practice of professional engineering or professional geology, as described in Chapter 471 or 492, F.S., be signed and sealed by the professional(s) who prepared or approved them. This certification must be made by a licensed professional who is able to demonstrate competence in this subject area. [62-701.510(8)(a)9, F.A.C.]

H. TECHNICAL REPORT

- 10. A technical report, signed and sealed by a professional geologist or professional engineer with experience in hydrogeologic investigations, shall be submitted to the Department approximately every two and one-half years during the active life of the facility, and every five years during the long-term care period. The report shall summarize and interpret the water quality monitoring results and water level measurements collected since the last Technical Report. The report shall contain, at a minimum, the following [62-701.510(8)(b), F.A.C.]:
 - Tabular displays of any data which shows that a monitoring parameter has been detected, and graphical displays of any leachate key indicator parameters detected (such as pH, specific conductance, TDS, TOC, sulfate, chloride, sodium and iron), including hydrographs for all monitor wells;
 - b) Trend analyses of any monitoring parameters consistently detected;
 - c) Comparisons among shallow, middle, and deep zone wells;
 - d) Comparisons between background water quality and the water quality in detection and compliance wells;
 - e) Correlations between related parameters such as total dissolved solids and specific conductance;
 - f) Discussion of erratic and/or poorly correlated data;
 - g) An interpretation of the ground water contour maps, including an evaluation of ground water flow rates; and
 - An evaluation of the adequacy of the water quality monitoring frequency and sampling locations based upon site conditions.
- One (1) paper and one (1) electronic copy (Adobe pdf format) of the Technical Report shall be submitted to the Department on the following schedule: [62-701.510(8)(b), F.A.C.]

Report	Sampling Periods Covered	Number Of Semi- annual Sampling Events in Report	Date Technical Report Due
Mid- Permit Report	January 2013 through July 2017	10	11/30/2017
Renewal Report	January 2018 through July 2022	10	11/30/2022

 Required water quality monitoring reports and water quality data for the Technical Report shall be submitted in electronic format as described in Specific Conditions V. 6 and 7 of this Appendix. [62-160.240, and 62-701.510(8)(a), F.A.C.]

List of Attachments

Table 1 - Water Quality Sampling Testsite Information

Figure 1 - Site Plan with Monitoring Locations

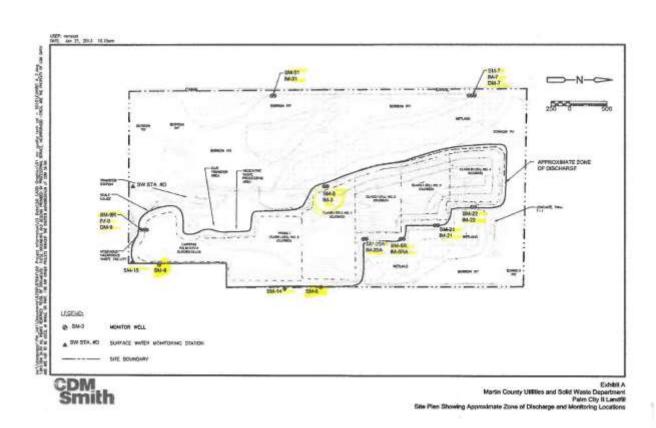
Table 1. Water Quality Testsite Information

Testsite Name	Testsite WACS No.	Designation	Aquifer Zone
SM-3	6844	Background	Shallow
IM-3	6845	Background	Intermediate
SM-5R	19682	Detection	Shallow
IM-5RA	21014	Detection	Intermediate
SM-6	6849	Detection	Shallow
SM-7	6850	Background	Shallow
DM-7	6911	Background	Deep
IM-7	6912	Background	Intermediate
SM-8	6851	Detection	Shallow
IM-9	20721	Detection	Intermediate
DM-9	20722	Detection	Deep
SM-9R	20166	Detection	Shallow
SM-14	20164	Detection	Shallow
SM-15	20165	Detection	Shallow
IM-20A	21015	Detection	Intermediate
SM-20A	6914	Detection	Shallow
SM-21	6916	Detection	Shallow
IM-21	6915	Detection	Intermediate
IM-22	6917	Detection	Intermediate
SM-22	6918	Detection	Shallow
IM-31	6931	Background	Intermediate
SM-31	6932	Background	Shallow

Surface Water Location

SW-D	6907	Outfall	Surface
455-277 (422-2)	(heate)	Ex 2000 600 600 600	Water

	roundwater Sampling irameters
A	ntimony
A	rsenic
C	nloride
B	arium
Ire	on
L	ead
N	ickel
Sc	dium
V	anadium
A	mmonia as N
	otal Dissolved Solids DS)
B	enzene
	ibromo-3-chloropropane DBCP)
1,	2 Dibromoethane (EDB)
	hylbenzene
M	ethylene chloride
	aphthalene
To	oluene
0-	Toluidene
X	vlene



ATTACHMENT 1 - Recent Facility Permit History

DATE	DESCRIPTION	
October 1, 2006	123520-010-SC/IM; modification to add C&D processing facility and leachate plant decommissioning	
February 12, 2009	123520-011-SC/MM; modification to allow separation of incoming C&D debris for recycling	
January 13, 2010	123520-012-SC/00; construct and operating permit renewal and long- term care renewal	
July 14, 2009	123520-013-SC/MM; revise electronic EDD reporting requirements due to rule change	
November 10, 2009	123520-014-SC/IM; modification to authorize construction of a 36,000 square foot enclosed building for the C&D debris processing facility	
March 29, 2013	123520-015-SC/MM; revise groundwater quality report requirements	

EXHIBIT I MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum of Lease") is made and entered into effective as of this ____ day of ______, 2021, by and between Martin County, Florida (hereinafter referred to as the "County") and Camo Farms, Inc., an Oklahoma company, (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the County and the Contractor desire to enter into this Memorandum of Lease to set forth certain terms and conditions of the Lease.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of giving notice of the leasehold estate created by the Lease, the County and the Contractor do hereby enter into this Memorandum of Lease and state as follows:

- 1. <u>Recitals</u>. The recitals set forth above are true and correct and are incorporated herein.
- 2. <u>Lease</u>. Pursuant to the Lease, the County has leased the Site to the Contractor and the Contractor has leased the Site from the County.
- 3. <u>Liens Not Permitted.</u> Sections 22 and 23 of the Lease are incorporated herein for purposes of providing notice pursuant to Section 713.10, Florida Statutes, and for purposes of confirming that the interest of the County in the Site shall not be subject to liens for improvements to the Site made by the Contractor. Sections 22 and 23 of the Lease expressly provide as follows:

SECTION 22: NO LIENS ON SITE

The Contractor covenants and agrees that: (a) the Contractor and its subcontractors (if any) shall have no power or authority to incur any indebtedness giving a right to a lien or encumberance of any kind or character upon the right, title, and interest of the County in and to the Site; and (b) under this Agreement, no third person shall ever be entitled to any mortgage, encumberance, or lien of any kind on the Site. All persons contracting with the Contractor, or furnishing materials or labor to the Contractor or to the Contractor's agents or servants, and all other Persons shall be bound by the provisions of this Agreement, which bars any lien on the real property that comprises the Site.

SECTION 23: NOTICE REGARDING LIENS

NOTICE IS HEREBY GIVEN THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY LABOR OR MATERIALS FURNISHED OR TO BE FURNISHED TO CONTRACTOR OR ANY OTHER PARTY CLAIMING UNDER THE CONTRACTOR UPON CREDIT, AND THAT NO CONSTRUCTION OR OTHER LIEN FOR ANY SUCH LABOR OR MATERIALS SHALL ATTACH TO OR AFFECT THE FEE ESTATE HELD BY THE COUNTY. NOTHING IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION JOINDER BY THE COUNTY IN ANY APPLICATION OR APPROVAL, SHALL BE DEEMED OR CONSTRUED IN ANY WAY TO CONSTITUTE COUNTY'S CONSENT OR REQUEST, EXPRESS OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY CONTRACTOR, SUBCONTRACTOR, LABORER, OR EQUIPMENT OR MATERIAL SUPPLIER FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS OR EQUIPMENT FOR ANY CONSTRUCTION. NOR AS GIVING THE CONTRACTOR OR ANY OTHER PERSON CLAIMING UNDER THE CONTRACTOR ANY RIGHT, POWER OR AUTHORITY TO CONTRACT FOR, OR PERMIT THE RENDERING OF, ANY SERVICES, OR THE FURNISHING OF ANY MATERIALS THAT WOULD GIVE RISE TO THE FILING OF ANY LIENS AGAINST THE FEE ESTATE. THE CONTRACTOR SHALL **INDEMNIFY** THE COUNTY AGAINST ANY CONSTRUCTION UNDERTAKEN BY THE CONTRACTOR OR ANYONE CLAIMING THROUGH THE CONTRACTOR, AND AGAINST ALL PROHIBITED LIENS.

The Lease for the Site expressly prohibits such liability.

4. <u>Restrictions on Subletting and Assignment</u>. Section 25 of the Lease is incorporated herein for purposes of providing notice that the Contractor may not sublease or assign its interest in the Lease, except as provided in Section 25 of the Lease. Section 25 of the Lease expressly provides as follows:

25: SUBLEASES, SUBCONTRACTS, AND ASSIGNMENT OF LEASE

The Contractor shall not sublease all or any portion of the Site. The Contractor shall not assign this lease or transfer controlling interest in the Contractor, except as provided in Section 54, below. The transfer or assignment of this Agreement shall require the prior written consent of the County. Any single transaction or combination of transactions that results in a controlling or majority interest in the Contractor, or substantially all of the Contractor's assets, being purchased by or merged with any other Person shall constitute a transfer of this Agreement. The Contractor shall not subcontract its duties or obligations under this Agreement without the prior written consent of the

County. Before any subcontractor will be allowed to enter the Site, the Contractor must provide the Director with written notice that identifies the name of the subcontractor and a description of the work to be performed by the subcontractor. No subcontract shall relieve the Contractor of any of its duties or obligations to the County under this Agreement.

5. <u>Notices</u>. All notices and other communications to the County and to the Contractor should be sent to the following addresses:

If intended for County:

County Administrator Martin County 2401 SE Monterey Road Stuart, Florida 34996 Telephone: (772) 288-5939

With a copy to:

County Attorney Martin County 2401 SE Monterey Road Stuart, Florida 34996 Telephone: (772) 288-5442

If intended for the Contractor:

Scott Wilson, President
Camo Farms, Inc.
200 2nd Avenue South, Suite 270
St. Petersburg, FL 33701
Telephone: (918) 978-7128
Facsimile: ______
With a copy to:

Telephone: ______
Facsimile: ______

- 6. <u>Successors and Assigns</u>. The covenants, conditions and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefit of their respective heirs, administrators, executors, representatives, successors and assigns.
- 7. Incorporation of Lease. All terms, conditions and definitions set forth in the Lease are

hereby incorporated herein by reference as if fully set forth herein.

8. <u>Conflicts with Lease</u>. This Memorandum of Lease is solely for notice and recording purposes and shall not be construed to alter, modify, expand, diminish or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall govern and control.

IN WITNESS WHEREOF, this Memorandum of Lease has been duly executed by the parties hereto effective as of the day and year first above written.

	<u>COUNTY</u> :	
WITNESSES	BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA	
Signature	BY: Stacey Hetherington, Chair	
(Print name of witness)		
Signature		
(Print name of witness)		
ATTEST:	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	
Carolyn Timmann Clerk of the Circuit Court &	Sarah Woods, County Attorney	
Comptroller		

ACKNOWLEDGMENT

STATE OF FLORIDA, COUNTY OF MARTIN.

BEFORE ME, the undersigned authori	ty, personally appeared, as
Chair of the Board of County Commissioners	of Martin County, Florida who, being duly
sworn, deposes and says that he has read	and executed the foregoing instrument and
acknowledged to and before me that he execu	uted said instrument for the purposes therein
expressed on this day of	, 2021.
Personally Known	
Produced Identification	Notary Public
Type of Identification Produced	State of Florida
	My Commission Expires:
	(Notary Seal)

CONTRACTOR:

WITNESSES: CAMO	O FARMS, INC.
Signature (Print name of witness)	Seott Wilson, President
Signature Kale Wites (Print name of witness)	
STATE OF FLORIDA COUNTY OF TUSA ACKNOWLE SSS:	<u>DGMENT</u>
The foregoing Memorandum of Lease was acknowledge administer oaths and take acknowledgments, by means this 13 day of 2021 by 3cott with organization authorized to do business in the State Memorandum of Lease as the proper official of Camo I it and affixed the official seal of the corporation, and corporation. He/She is personally known to me or identification.	s of physical presence or online notarization, as resident of Camo Farms and e of Florida, and who executed the foregoing Farms, Inc., for the uses and purposes mentioned in d that the instrument is the act and deed of that
IN WITNESS OF THE FOREGOING, I have set m aforesaid on this day of	
Personally Known Produced Identification Type of Identification Produced	NOTARY PUBLIC State of Oklanona My Commission Expires: (Notary Seal)



BID TABULATION

RFB2021-3346 MARTIN DOWNS GENERATOR STORAGE BARN

DATE ADVERTISED: JULY 7, 2021 BID DUE DATE: AUGUST 11, 2021 @ 2:30 PM

AHRENS ENTERPRISES, INC (dba AHRENS COMPANIES)	Bid Amount	\$ 924,234.00
WALKER DESIGN & CONSTRUCTION CO.	Bid Amount	\$ 926,665.90
LAWRENCE LEE CONSTRUCTION SERVICES, INC	Bid Amount	\$ 1,221,000.00

DEMANDSTAR STATISTICS:

NUMBER OF BIDDERS: <u>3</u>
NUMBER OF PLANHOLDERS: <u>32</u>
NUMBER OF SUPPLIERS NOTIFIED: 637

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

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

Emergency Generator Storage Building - Revised 09/28/2021

Category Non-concurrency

CIP Rating Score 33
Project Number 3148
Location Systemwide
District Systemwide

Project Limits Systemwide

Related Projects N/A
Lead Dept/Division Utilities

Year Project Initiated Approved during the FY19 Workshop



ELEVATION

DESCRIPTION

Construct a new Utilities Maintenance Building (approximately 4,000 sf) at the Martin Downs Repump and Reclaimed Facility.

BACKGROUND

The emergency engine-generators and emergency auto-start vacuum assisted pumps are currently stored at multiple locations throughout Martin County.

PROJECT ORIGINATION

Infrastructure Needs

JUSTIFICATION

The storage building will be used to store emergency engine-generators and emergency auto-start vacuum assisted pumps currently valued at over \$2,000,000.

				Funded				Unfunded	
Expenditures	Total	To Date		FY21	FY22	FY23	FY24	FY25	FY26-FY30
Construction	950,000			950,000					
Expenditure Total	950,000			950,000	0	0	0	0	0
Revenues	Total	To Date	Carryover	FY21	FY22	FY23	FY24	FY25	FY26-FY30
Utilities Fees	950,000			950,000					
Revenue Total	950,000			950,000	0	0	0	0	0

Total Unfunded

0

OPERATING BUDGET IMPACT

There will be an increase to the operating budget associated with the maintenance and electrical costs of the new building. These costs cannot be quantified yet as the building has not been designed.