



BOARD OF COUNTY COMMISSIONERS

FINAL AGENDA

10/5/21 9:00 AM

BOCC MEETING AGENDA

COMMISSION CHAMBERS

2401 SE MONTEREY ROAD, STUART, FLORIDA 34996

COUNTY COMMISSIONERS

Stacey Hetherington, Chair

Doug Smith, Vice Chairman

Harold E. Jenkins II

Sarah Heard

Edward V. Ciampi

Taryn Kryzda, County Administrator

Sarah W. Woods, County Attorney

Carolyn Timmann, Clerk of the Circuit Court and
Comptroller

PRESETS

9:05 AM - Public Comment

5:05 PM - Public Comment

CALL TO ORDER

1. INVOCATION - Pastor Stan Allen, Redeemer Lutheran Church
2. PLEDGE OF ALLEGIANCE - Wendy Mathisen, Retired Army Reserve Chief Warrant Officer
3. ADDITIONAL ITEMS
4. APPROVAL OF AGENDA
5. APPROVAL OF CONSENT AGENDA

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

PROCLAMATIONS AND SPECIAL PRESENTATIONS

PROC-1 PRESENT A PROCLAMATION THAT WAS APPROVED VIA THE CONSENT AGENDA

The Chair will present the proclamation declaring Manufacturing Month in Martin County, Florida.

Agenda Item: 22-0082

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: 22-0012

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 September 11, 2021 and September 17, 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: 22-0018

CNST-3 BOARD OF COUNTY COMMISSION MINUTES TO BE APPROVED

The Board is asked to approve minutes from the September 14, 2021 regular meeting.

Agenda Item: 22-0090

CNST-4 EMERGENCY MEDICAL SERVICES ADVISORY COUNCIL APPOINTMENT

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

Agenda Item: 22-0119

CNST-5 ADOPT A PROCLAMATION COMMENDING MICHAEL J. LOVETT UPON THE ACHIEVEMENT OF EAGLE SCOUT

The Board extends greetings and congratulations to scouts achieving the rank of Eagle Scout.

Agenda Item: 21-1083

CNST-6 APPROVAL OF AMERICAN RESCUE PLAN ACT NONPROFIT FUNDING RESTRUCTURING

On June 22, 2021 staff presented to the Board of County Commissioners (BCC) a plan to utilize American Rescue Plan Act (ARPA) money to address the negative impact of COVID-19 to Martin County. At that time staff suggested three (3) programs directed at the nonprofit and mental health communities. Staff has further reviewed the three programs

and determined it would be more efficient to combine the three (3) programs into two (2) programs to address the community needs.

Agenda Item: 22-0114

FIRE RESCUE

CNST-7 APPROVAL OF INTERLOCAL AGREEMENT FOR FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES BETWEEN MARTIN COUNTY AND THE CITY OF STUART

Martin County and the City of Stuart (City) currently provide mutual aid response and automatic aid response for all fire suppression and emergency services within each party's jurisdictional boundaries, including any future additional land and/or parcel annexation by the City. These services are provided pursuant to an Interlocal Agreement for Fire Suppression and Emergency Medical Services (Interlocal Agreement).

Representatives from the County and the City have been meeting to update and revise the existing Interlocal Agreement. The proposed Interlocal Agreement includes revisions to response guidelines, a fee schedule and revisions to dispatch protocols.

Agenda Item: 22-0110

PUBLIC WORKS

CNST-8 MARTIN COUNTY PUBLIC TRANSIT - PUBLIC INVOLVEMENT POLICY

The guiding principles of the Transit Development Plan recognize the importance of public input. The policy outlines the County's process for soliciting and considering public comment prior to a fare increase or service route change to the Martin County Public Transit (MARTY).

Agenda Item: 22-0070

CNST-9 REQUEST APPROVAL OF THE REVISED LIST OF SPECIAL EVENTS REQUIRING ROAD CLOSURE(S) JULY 1, 2021 TO JUNE 30, 2022

The Board of County Commissioners is asked to approve the revised list of Special Events Requiring Road Closure(s) July 1, 2021 through June 30, 2022.

Agenda Item: 22-0097

CNST-10 ADOPTION OF RESOLUTIONS: APPROVING AND ACCEPTING A DEED FROM MCARTHUR GOLF CLUB, LLC FOR RIGHT-OF-WAY; OPENING SE CONSTITUTION BOULEVARD; AND AUTHORIZING THE INSTALLATION OF STOP SIGNS AT SE CONSTITUTION BOULEVARD AND SE CIRCLE STREET

At staff's request, McArthur Golf Club, LLC (McArthur) has applied for a Road Opening Permit to open SE Constitution Boulevard from SR-5 (SE Federal Highway) to SE Circle Street in Poinciana Gardens. The road will provide an alternate access for the residents of Poinciana Gardens and will provide McArthur construction access to the recently approved West Golf Course.

Agenda Item: 22-0099

PUBLIC HEARINGS

PH-1 PROPOSED MARTIN COUNTY TRICO SETTLEMENT OF THE LAWSUIT LINDA ROBERTS V. MARTIN COUNTY AND STEVE'S ROOFING, INC.

In accordance with the Procedures for Settlement of TRICO Cases established by the Board of County Commissioners, the public is provided an opportunity to comment on the

proposed court case settlement in the case of Linda Roberts v. Martin County Board of County Commissioners and Steve's Roofing, Inc., Case No. 432017CA000670. The case arose from a sidewalk that plaintiff alleged had not been properly maintained by the County. The County is self-insured and TRICO (our insurance pool) assigned counsel to the matter. The case did not get settled at mediation, but plaintiff accepted a Proposal of Settlement the County filed.

Agenda Item: 22-0054

PH-2

LEGISLATIVE PUBLIC HEARING TO CONSIDER TRANSMITTAL OF COMPREHENSIVE PLAN AMENDMENT (CPA) 21-16 PROPERTY RIGHTS

This is a request to create a Property Rights Element in the Comprehensive Growth Management Plan and amend any other chapters necessary for consistency.

Agenda Item: 22-0008

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: 22-0024

Supplemental Memorandum (4 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: 22-0030

no items

PUBLIC WORKS

DEPT-3

DISCUSSION AND REQUEST FOR AUTHORIZATION TO NEGOTIATE A CONTRACT TO PURCHASE TWO LOTS ALONG SE WILLOUGHBY BOULEVARD, SOUTH OF SALERNO ROAD FOR ENHANCEMENT TO THE EMPLOYEE WELLNESS PROGRAM

This request is to discuss the potential acquisition and authorization to negotiate a Contract to purchase parcels A, B and C, located on the west side of SE Willoughby Boulevard, south of SE Salerno Road for potential enhancement to the employee wellness program to provide services for Martin County employees and their families on the County's health insurance plan.

Agenda Item: 22-0076

Supplemental Memorandum

**DEPT-4 DISCUSSION BETWEEN TWO PARCELS FOR THE PROPOSED
RELOCATION OF PUBLIC WORKS AND GENERAL SERVICES, WITH
APPROVAL TO ISSUE A CONTRACT TO PURCHASE ONE PARCEL
UPON APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS**

On February 12, 2019, the Board of County Commissioners (Board) approved the budget and revised CIP sheets for the relocation of Public Works/General Services Buildings and directed staff to return with options for the sites. The options are being presented for consideration along with approval of a contract for the purchase of one of the proposed parcels.

Agenda Item: 22-0083

Supplemental Memorandum (PowerPoint)

PUBLIC - PLEASE LIMIT COMMENTS TO THREE MINUTES.

ADJOURN

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Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 22-0082

PROC-1

Meeting Date: 10/5/2021

PLACEMENT: Proclamations and Special Presentations

TITLE:

PRESENT A PROCLAMATION THAT WAS APPROVED VIA THE CONSENT AGENDA

EXECUTIVE SUMMARY:

The Chair will present the 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:

Present a proclamation **declaring Manufacturing Month** in Martin County, Florida

Recipients: **Joan K. Goodrich**, Executive Director, Business Development Board of Martin County

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

n/a

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Chair present the proclamation.

ALTERNATIVE RECOMMENDATIONS

None

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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



Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 22-0012

CNST-1

Meeting Date: 10/5/2021

PLACEMENT: Consent

No Items

TITLE:

CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL

EXECUTIVE SUMMARY:

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

DEPARTMENT: Administration

PREPARED BY: Name: Krysti Brotherton
Title: Purchasing Manager

REQUESTED BY: Various

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

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

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

Items requiring approval provided via Supplemental Memorandum.

RECOMMENDED ACTION:

RECOMMENDATION

Provided via Supplemental Memorandum.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the Consent Agenda.

FISCAL IMPACT:

RECOMMENDATION

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

Funding Source	County Funds	Non-County Funds
Subtotal		
Project Total		

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

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Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 22-0018

CNST-2

Meeting Date: 10/5/2021

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 September 11, 2021 and September 17, 2021. Additional details related to these disbursements may be viewed in the office of the Martin County Clerk of Court and Comptroller or on the Clerk's website.

DEPARTMENT: Administration

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

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

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

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

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

n/a

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board approve the Warrant List for the period September 11, 2021 through September 17, 2021 and authorize the Chair to sign.

ALTERNATIVE RECOMMENDATIONS

n/a

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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



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

September 21, 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 September 11, 2021 – September 17, 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 September 11, 2021 and September 17, 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.

<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> Martin County Board Disbursements September 11, 2021 thru September 17, 2021 </div> </div>		
Disbursement Type	Check Range	Total
ACH / WIRES	G1100315-G1100318; !0008156-!0008183	\$ 814,983.92
Check Disbursements	B1111695-B1111885	\$ 1,906,198.50
Utility Refund Checks		
P-Card	F1100218	\$ 40,362.14
E-Payable	E1100532-E1100544	\$ 82,438.90
Wires	<i>*see below</i>	\$303,303.33
Payroll Checks	6000842-6000852	\$ 7,124.76
Payroll Direct Deposits	900521427-900522511	\$ 1,818,821.77
	Total Disbursements	\$4,973,233.32
<i>* Wire Detail:</i>	<i>Blue Cross Blue Shield</i>	<i>\$303,303.33</i>

<p><i>Kaleana Williams</i></p> <p>Prepared By: Kaleana Williams</p> <p>Accounting Supervisor, Finance Division</p> <p>Carolyn Timmann</p> <p><small>Digitally signed by Carolyn Timmann Date: 2021.09.22 16:10:54 -04'00'</small></p> <p>Carolyn Timmann</p> <p>Clerk of the Circuit Court & Comptroller</p> <p>Chair of the Board of County Commissioners</p>	<p><u>9/21/2021</u></p> <p>Date</p> <p>Date</p> <p>Date</p>
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Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 22-0090

CNST-3

Meeting Date: 10/5/2021

PLACEMENT: Consent

TITLE:

BOARD OF COUNTY COMMISSION MINUTES TO BE APPROVED

EXECUTIVE SUMMARY:

The Board is asked to approve minutes from the September 14, 2021 regular meeting.

DEPARTMENT: Administration

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

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

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The document is attached.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board approve the minutes as presented.

ALTERNATIVE RECOMMENDATIONS

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

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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



BOARD OF COUNTY COMMISSIONERS

DRAFT

9/14/2021 9:00 AM

MINUTES

COMMISSION CHAMBERS

2401 SE MONTEREY ROAD, STUART, FLORIDA 34996

COUNTY COMMISSIONERS

Stacey Hetherington, Chair

Doug Smith, Vice Chairman

Harold E. Jenkins II

Sarah Heard

Edward V. Ciampi

Taryn Kryzda, County Administrator

Sarah W. Woods, County Attorney

Carolyn Timmann, Clerk of the Circuit Court and

Comptroller

CALL TO ORDER

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

1. INVOCATION - Chaplain L.C. Campbell, Jr., Nettles Island Church
2. PLEDGE OF ALLEGIANCE
3. ADDITIONAL ITEMS
4. APPROVAL OF AGENDA

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

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

5. APPROVAL OF CONSENT AGENDA

PROCLAMATIONS AND SPECIAL PRESENTATIONS

PROC-1 THE BOARD OF COUNTY COMMISSIONERS WOULD LIKE TO CONGRATULATE AND RECOGNIZE THE MARTIN COUNTY NORTH LITTLE LEAGUE BASEBALL TEAM

The County welcomes and acknowledges the Martin County North Little League Baseball Team who played in the 2021 Little League World Series in South Williamsport, Pennsylvania.

Agenda Item: 21-0624

Communications Manager Laura Beaupre introduced the item.

Martin County North Little League Manager Mark Rodgers addressed the Board and introduced the team. Preston Sullivan [player] presented the Board with signed balls. The Board congratulated the team on their successes and great sportsmanship.

PROC-2 PRESENT A PROCLAMATION PREVIOUSLY APPROVED VIA THE CONSENT AGENDA

The Chair will present the proclamation commending Coast Guard Auxiliary Flotilla 59 on receiving the National Flotilla of the Year Award.

Agenda Item: 21-1027

Communications Manager Laura Beaupre presented the proclamation to the Board.

Dawn Muller and Hank Cushard accepted the National Flotilla of the Year Award proclamation.

COMMENTS

1. PUBLIC - PLEASE LIMIT COMMENTS TO THREE MINUTES.

Amy Pritchett spoke about the Rocky Point speed limit ballot results and requested updates on neighborhood speed limits. She also expressed concerns in response to a county instated policy on COVID-19 sick leave for vaccinated and unvaccinated employees.

Erin Larica requested the placement of Rocky Point and designated neighborhood speed limits on the agenda.

Carla Elizondo expressed concerns on noise abatement in Hobe Sound and the enforcement of the county ordinance.

The following members of the public addressed the Board with reference to the county issued COVID-19 sick leave policy for vaccinated and unvaccinated employees: Laura Giobbi, Kathy Miscocki, and Gail Goldy.

Tom Pine addressed the Board regarding the recent approval of the Waste Management contract and the dissemination of notices to residents.

Gregg Brit shared his concerns in respect to the connectivity of SE Sharon Street and Flamingo Drive.

2. COMMISSIONERS

AM

Commissioner Jenkins informed the public that a survey will be sent out for SE Sharon Street connectivity. He requested support from the Board for the expansion of deed restriction language, regarding the use of the Hobe Sound Dunbar Center and directed staff to bring an agenda item back before the Board. County Attorney Sarah Woods advised deed restriction change will allow for expansion.

MOTION: A motion was made by Commissioner Jenkins II, seconded by Commissioner Ciampi, to expand deed restriction language for the use of the Hobe Sound Dunbar Center and directed staff to bring it back before the Board for consideration. The motion carried unanimously.

Commissioner Smith shared a recent encounter with Force Blue (retired Navy Seals who provide assistance with our Coral Reef restoration) during the Martin County North Little League playoff games; he was surprised by their awareness of the team and their geographical knowledge of Palm City.

Commissioner Ciampi recognized the 13 American Heroes killed while rendering humanitarian assistance in Afghanistan.

Commissioner Hetherington requested staff to check on the availability of decibel meters. She also requested clarification confirming sunset of the COVID-19 policy previously referenced by members of the public. County Administrator Taryn Kryzda confirmed the policy did sunset the day prior; and advised the policy discussed only vaccinated employees, allowing department heads to utilize discretion in offering sick leave to unvaccinated employees.

Commissioner Hetherington requested the addition of Jefferson Street to the traffic calming item discussion. Commissioner Smith suggested providing a heads up to queued neighborhoods on suggested projects at the neighborhood level.

PM

Commissioner Hetherington directed Public Works and Communications to send communications out providing updates to businesses and community groups in the Golden Gate vicinity on the redesign of the Dixie Highway project.

3. COUNTY ADMINISTRATOR

None at this time.

CONSENT

ADMINISTRATION

CNST-1 CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL

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

Agenda Item: 21-0869

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

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

Pursuant to Chapter 136.06, Florida Statutes, checks and electronic payments issued by the Board of County Commissioners are to be recorded in the Board meeting minutes. In compliance with statutory requirements, the Warrant List is added to the Consent Agenda for approval by the Board of County Commissioners. This Warrant List is for disbursements made between August 7, 2021 and August 27, 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: 21-0870

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

CNST-3 BOARD OF COUNTY COMMISSION MINUTES TO BE APPROVED

The Board is asked to approve minutes from the August 24, 2021 regular meeting.

Agenda Item: 21-0954

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

CNST-4 ADOPT A PROCLAMATION DECLARING FIRE PREVENTION WEEK IN MARTIN COUNTY, FLORIDA

The Board is asked to adopt a proclamation declaring Fire Prevention Week in Martin County, Florida.

Agenda Item: 21-1026

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

CNST-5 ADOPT A PROCLAMATION DECLARING FALLS PREVENTION AWARENESS MONTH IN MARTIN COUNTY, FLORIDA

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

Agenda Item: 21-0259

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

CNST-6 ADOPT A PROCLAMATION DECLARING 4-H WEEK IN MARTIN COUNTY, FLORIDA

The Board is asked to adopt a proclamation declaring 4-H Week in Martin County, Florida.

Agenda Item: 22-0040

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

CNST-7 DRUG AND ALCOHOL ABUSE AWARENESS COMMITTEE APPOINTMENT

The Board is asked to appoint Chief Judge Charles A. Schwab as the Circuit Court Judge - 19th Judicial Circuit non-voting representative to the Drug and Alcohol Abuse Awareness Committee.

Agenda Item: 21-1087

RESOLUTION NO. 21-9.1

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

CNST-8 POSITION CLASSIFICATION AND PAY PLAN 2021-2022

Martin County's Code, Chapter One, Article Three, Section 1.63 establishes the enumeration of powers for the position of County Administrator. Within Section 1.63, number nine requires that the County Administrator recommend to the Board of County Commissioners a current position classification and pay plan for all positions in County service body.

Agenda Item: 21-1069

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

PUBLIC WORKS

CNST-9 ADOPTION OF A RESOLUTION APPROVING AND ACCEPTING A WARRANTY DEED FROM LOBLOLLY COMMUNITY SERVICE CORPORATION FOR DEDICATED RIGHT-OF-WAY AS A REQUIREMENT OF ABANDONMENT ON LAND ADJACENT TO THE GOMEZ PRESERVE NATURE TRAIL

This is a request for the adoption of a Resolution approving and accepting a Warranty Deed, for the dedication of a 132.20-foot-wide strip of right-of-way north of and abutting the Martin County (County) owned property known as Gomez Preserve Nature Trail, which is a condition of abandonment approved for the Loblolly Community Service Corporation on April 27, 2021.

Agenda Item: 21-1023

RESOLUTION NO. 21-9.2

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

BOARD AND COMMITTEE APPOINTMENTS

B&C-1 HEALTH FACILITIES AUTHORITY APPOINTMENT

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

Agenda Item: 21-1007

RESOLUTION NO. 21-9.3

Administrative Executive Aide Donna Gordon tallied the votes for the Board and announced Charles Clever appointment to the Health Facilities Authority.

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

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

B&C-2 LIBRARY BOARD OF TRUSTEES APPOINTMENT

After solicitation of applicants, the Board is asked to make the necessary appointment to the Library Board of Trustees.

Agenda Item: 21-1008

RESOLUTION NO. 21-9.4

Administrative Executive Aide Donna Gordon tallied the votes for the Board and announced Michelle Reilly to the Library Board of Trustees.

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

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

PUBLIC HEARINGS

PH-1 APPROVE THE STATE HOUSING INITIATIVE PARTNERSHIP PROGRAM (SHIP) REPORTS AND TRANSMITTAL TO THE STATE

This is a request for review and approval for submittal of SHIP program reports. The SHIP 2018/2019, 2019/2020 and 2020/2021 grants are currently active. The annual reports for these programs are ready for submission to the Florida Housing Finance Corporation (FHFC). Board approval of the reports is required for submission.

Agenda Item: 21-1077

Human Services Supervisor Joanna Greene provided the item to the Board.

Chair Hetherington solicited public comment; none was heard.

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

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

PH-2

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

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

Agenda Item: 21-1068

ORDINANCE NO. 1168

County Administrator Taryn Kryzda introduced the item. Senior Planner Maria Jose presented the item to the Board. Comp Planning Administrator Clyde Dulin assisted with Board questions.

Chair Hetherington solicited public comment; none was heard.

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

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

PH-3

**PUBLIC HEARING TO CONSIDER ADOPTION OF AN ORDINANCE
AMENDING CHAPTER 5, ALCOHOLIC BEVERAGES, GENERAL
ORDINANCES, MARTIN COUNTY CODE**

Chapter 5, Alcoholic Beverages, General Ordinances, Martin County Code, identifies the zoning districts in which the sale of alcoholic beverages is permitted. Chapter 5 also restricts the sale of alcoholic beverages for on-premises consumption within stated distances of certain land uses. The proposed ordinance amends Chapter 5 to recognize the redevelopment zoning districts established by Article 12 of the Martin County Land Development Regulations and modifies the limitation on the sale of alcoholic beverages for on-premises consumption within stated distances of certain land uses.

Agenda Item: 21-1071

Principal Planner Irene Szedlmayer and Community Development Manager Susan Kores presented the item to the Board. Senior Assistant County Attorney Krista Storey assisted with Board questions.

Commissioner Jenkins advised he does not support this initiative without residential protections (i.e. buffering). Commissioner Heard stated the relaxation of mixed use restrictions creates conflict and she does not want to disrupt the traditional neighborhoods. Commissioner Ciampi suggested two set of guidelines based on which comes first (residential or commercial) and a series of buffer standards. Commissioner Smith suggested presenting this to the CRA board and bringing back a more comprehensive plan. Senior Assistant County Attorney Krista Storey provided the Board with two options, continue to a date certain or take no action.

The following members of the public addressed the Board: Linda Fithian and Amy Pritchett.

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, to take no action and direct staff to take this back to the CRA (Community Redevelopment Agency) for a comprehensive discussion on the legal side and all other comments made. The motion carried by the following vote:

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

PH-4

FIRST FISCAL YEAR 2021/2022 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: 21-0880

RESOLUTION NOs. 21-9.12 through 21-9.45

OMB Director Jennifer Manning and County Administrator Taryn Kryzda presented the FY22 tentative budget to the Board.

The following member of the public addressed the Board in opposition of the millage rate increase: Daniel Bongino.

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, for tentative approval of Item A [Countywide funds]. The motion carried by the following vote:

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

Nay: 1 - Commissioner Heard

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, for tentative approval of Item B [Countywide funds]. The motion carried by the following vote:

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

Nay: 1 - Commissioner Heard

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, for tentative approval of Item C [District One MSTU fund]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by

Commissioner Jenkins II, for tentative approval of Item D [District One MSTU fund]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, for tentative approval of Item E [District Two MSTU fund]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, for tentative approval of Item F [District Two MSTU fund]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, for tentative approval of Item G [District Three MSTU fund]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, for tentative approval of Item H [District Three MSTU fund]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, for tentative approval of Item I [District Four MSTU fund]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, for tentative approval of Item J [District Four

MSTU fund]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION A motion was made by Vice Chairman Smith, seconded by
Commissioner Jenkins II, for tentative approval of Item K [District Five
MSTU fund]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by
Commissioner Jenkins II, for tentative approval of Item L [District Five
MSTU fund]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by
Commissioner Jenkins II, for tentative approval of Item M [Special District
A-61 Hutchinson Island MSTU fund]. The motion carried by the following
vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by
Commissioner Jenkins II, for tentative approval of Item N [Special District
A-61 Hutchinson Island MSTU fund]. The motion carried by the following
vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by
Commissioner Jenkins II, for tentative approval of Item O [Fire Rescue
District MSTU Unincorporated fund]. The motion carried by the following
vote:

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

Nay: 1 - Commissioner Heard

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, for tentative approval of Item P [Fire Rescue District MSTU Unincorporated fund]. The motion carried by the following vote:

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

Nay: 1 - Commissioner Heard

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, for tentative approval of Item Q [Countywide MSTU Unincorporated (Stormwater & Road Maintenance) funds]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, for tentative approval of Item R [Countywide MSTU Unincorporated (Stormwater & Road Maintenance) funds]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, for tentative approval of Item S [MSTU Parks/Recreation fund]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, for tentative approval of Item T [MSTU Parks/Recreation fund]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, for tentative approval of Item U [General

Unincorporated fund]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, for tentative approval of Item V [Building and Permitting fund]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, for tentative approval of Item W [Impact Fee fund]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, for tentative approval of Item X [Special Revenue fund]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, for tentative approval of Item Y [Grant funds]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, for tentative approval of Item Z [Other Debt Service funds]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, for tentative approval of Item AA [Other Capital Project funds]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by
Commissioner Jenkins II, for tentative approval of Item BB [Utilities
Enterprise funds]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by
Commissioner Jenkins II, for tentative approval of Item CC [Solid Waste
Enterprise fund]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by
Commissioner Jenkins II, for tentative approval of Item DD [Airport
Enterprise fund]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by
Commissioner Jenkins II, for tentative approval of Item EE [Golf Course
Enterprise fund]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by
Commissioner Jenkins II, for tentative approval of Item FF [Internal Service
fund]. The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by
Commissioner Jenkins II, for tentative approval of Item GG [Trust funds].
The motion carried by the following vote:

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

Agenda Item: 21-0880

MOTION: A motion was made by Vice Chairman Smith, seconded by Commissioner Jenkins II, for tentative approval of Item HH [Community Redevelopment Area Trust funds]. The motion carried by the following vote:

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

Nay: 1 - Commissioner Heard

PUBLIC HEARING QUASI-JUDICIAL

PHQJ-1 REQUEST FOR A ZONING DISTRICT CHANGE BY DST HOLDINGS, LLC (D062-001)

This is an application for a proposed amendment to the County Zoning Atlas for an industrial district classification. A zoning district change from the existing R-2, Single Family Residential District, and A-1, Small Farms District to the LI, Limited Industrial District, or the most appropriate zoning district has been requested. The approximate 1.03-acre undeveloped parcel is located on the east side of SW Old Kansas Avenue approximately 375 feet north of SW Jack James Drive in Stuart. Included in this application is a request for a Certificate of Public Facilities Exemption.

Agenda Item: 21-1030

RESOLUTION NO. 21-9.5

Ex parte communication disclosures were made by all five commissioners. Return receipts were provided at the LPA. There were no interveners. The participants were sworn in by the deputy clerk.

COUNTY: Principal Planner Matt Stahley provided the staff's presentation to the Board.

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

APPLICANT: Melissa Corbett addressed the Board on behalf of the applicant; no presentation was given.

Chair Hetherington solicited public comment; none was heard.

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

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

DEPARTMENTAL
ADMINISTRATION

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

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

Agenda Item: 21-0871

RESOLUTION NOs. 21-9.6 through 21-9.11

OMB Director Jennifer Manning presented the items to the Board.

The following items were approved: (1) State Aid Libraries grant, (2) FY22 Mosquito Control grant, (3) Florida Overdose action data grant, (4) FDOT grant (mill and resurface runway), (5) FDOT grant (tractor equipment), (6) LPA supplemental grant funding, (7) FDEP grant (beach management funding), (8) Medical reserves budget transfer, and (9) E911 state grant.

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

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

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

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

Agenda Item: 21-0872

Purchasing Manager Krysti Brotherton presented the items to the Board. Transit Administrator Bill Powell assisted with Board questions.

The following items were approved: (1) Port Salerno - New Monrovia water main extension and (2) On-road transit and support services (Marty bus system operation).

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

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

DEPT-3 **2022 STATE AND FEDERAL LEGISLATIVE PROGRAM**

Every year the Board of County Commissioners adopts a state and federal legislative

program that outlines the county's legislative priorities. This presentation discusses the proposed 2022 Legislative Priorities as well as discusses the successes and direction of the legislative program for the upcoming year.

Agenda Item: 21-1033

Legislative Coordinator Kloe Ciuperger provided the presentation to the Board.

Commissioner Smith suggested the inclusion of a revised update for a specific funding strategy to remove the abundance of tires from the artificial reef. Commissioner Smith directed staff to add new language to state legislation regarding the Historic Preservation Board, which will help support and fund it.

MOTION: A motion was made by Commissioner Heard, seconded by Vice Chairman Smith, to adopt the 2022 state and federal legislative programs; [to add a revised update for a specific funding strategy to remove the tires from the artificial reef, and addition of new language regarding the Historic Preservation Board to state legislative; which will help support and fund it]. The motion carried by the following vote:

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

DEPT-4 COVID-19 ECONOMIC IMPACT STUDY PRESENTATION

Earlier in 2020 the Board of County Commissioners directed staff to study the economic effects of COVID-19 on Martin County and then to create an assessment and action plan to assist in the fast and full recovery from the pandemic. This plan provides tangible recommendations to help guide Martin County's future.

Agenda Item: 22-0043

Assistant County Administrator George Stokus and Kevin Crowder with Business Flare provided the presentation to the Board.

Commissioner Smith suggested preparing policy language to present before the legislative delegation to show support and aid with funding.

Business Development Board Joan Goodrich addressed the Board regarding this item.

PUBLIC WORKS

DEPT-5 MARTIN COUNTY LAND ACQUISITION FUNDING

Staff will provide an update on Martin County Land Acquisition efforts and give the Board of County Commissioners the opportunity to set the future direction of the program.

Agenda Item: 21-1004

Project Manager Michael Yustin and Division Manager John Maehl provided the presentation to the Board.

Commissioner Hetherington requested staff to bring back an action plan and funding

options. Commissioner Smith also suggested formulating the acquisition of beach-front property.

DEPT-6 STATUS AND DISCUSSION REGARDING FUNDING AND ACQUISITION STRATEGIES FOR INDIVIDUALLY OWNED PARCELS WITHIN PAL-MAR-PALM BEACH HEIGHTS

Per the Board's request, this is a status update and discussion regarding the funding and acquisition strategies for individually owned parcels within Pal-Mar-Palm Beach Heights.

Agenda Item: 21-1072

Division Manager John Maehl and Project Manager Michael Yustin presented the item to the Board.

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

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

ADMINISTRATION

DEPT-7 APPOINTMENT OF A COUNTY COMMISSIONER TO THE FLORIDA ASSOCIATION OF COUNTIES (FAC) ACCESS 67 INITIATIVE TO IMPLEMENT A FULL APPROACH TO DELIVER HIGH-SPEED, RELIABLE, AND AFFORDABLE BROADBAND INTERNET TO ALL FLORIDIANS

The Board is asked to appoint a County Commissioner and a County staff person who will assist the County in matters related to the ACCESS 67 Broadband Initiative recently created by the FAC.

Agenda Item: 21-0412

County Administrator Taryn Kryzda presented the item to the Board.

MOTION: A motion was made by Commissioner Heard, seconded by Commissioner Jenkins II, to nominate Commissioner Ciampi. The motion carried by the following vote:

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

PUBLIC - PLEASE LIMIT COMMENTS TO THREE MINUTES.

Frank McChrystal addressed the Board regarding the mis-representation of vaccination publications in the media.

ADJOURN

The Board of County Commissioners September 14, 2021 meeting adjourned at 7:35 p.m.

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

Stacey Hetherington, Chair
Board of County Commissioners

Minutes approved:

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Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 22-0119

CNST-4

Meeting Date: 10/5/2021

PLACEMENT: Consent

TITLE:

EMERGENCY MEDICAL SERVICES ADVISORY COUNCIL APPOINTMENT

EXECUTIVE SUMMARY:

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

DEPARTMENT: Administration

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

REQUESTED BY: Fire Rescue Department

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

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

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

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

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

Due to the resignation of Michael Ferraro, Medical Director, the Board is asked to appoint Donald Wood, DO, to the Emergency Medical Services Advisory Council. His term will begin immediately and end February 25, 2023. His application is attached.

The Administration staff will advise Dr. Wood of the appointment which will include Sunshine Law information.

ISSUES:

None.

LEGAL SUFFICIENCY REVIEW:

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

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board appoint Donald Wood, DO, to the Emergency Medical Services Advisory Council for a term to begin October 5, 2021 and end February 25, 2023 and authorize the Chair to sign the Resolution of Appointment.

ALTERNATIVE RECOMMENDATIONS

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

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

Emergency Medical Services Advisory Council

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

Powers & Duties:

The purpose and objectives are:

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

How Appointed:

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

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

Terms:

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

Meetings:

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

Staff Liaison: Sally Waite, Emergency Management Director

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

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 20-12.2

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

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

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

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

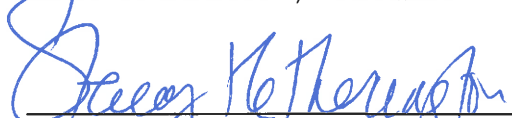
Duly adopted this 8th day of December, 2020.

ATTEST:



CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

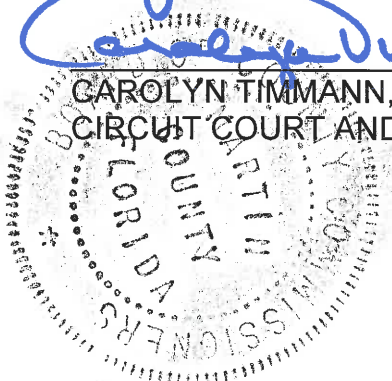


STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



SARAH W. WOODS, COUNTY ATTORNEY



Martin County EMS Advisory Council

BYLAWS

ARTICLE I. – Name

Section 1.

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

ARTICLE II. – Purpose

Section 1.

The purposes and objectives of this organization are:

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

ARTICLE III. – Membership

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

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

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

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

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

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

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

ARTICLE IV. – Meetings

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

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

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

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

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

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

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

ARTICLE V. – Officers

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

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

ARTICLE VI. – Duties of the Officers.

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

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

Section 2. Vice-Chairman.

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

ARTICLE VII. – Committees

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

ARTICLE VIII. – Fiscal year

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

ARTICLE IX. – Amendments

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

ARTICLE X. – Rights and Privileges

Section 1. No individual member or member's organization shall possess any right, interest or privilege which may be transferable by that member or which shall continue in any manner if the membership of such individual member or member's organization ceases.

When a voting issue arises, members shall declare if a conflict of interest exists and shall abstain from vote.

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

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

RESOLUTION NUMBER 21-10.x

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

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

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

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

NOW THEREFORE BE IT RESOLVED THAT, the Board of County Commissioners hereby appoints the following individual to serve on the Emergency Medical Services Advisory Council for a term to begin October 5, 2021 and end February 25, 2023.

Martin County Medical Director – Donald Wood, DO

Duly adopted this 10th day of October 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

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

Type of Member:

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

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

RECEIVED

By Donna Gordon at 1:23 pm, Sep 21, 2021

Name: Donald Wood DO FACEP

Residence Address: 3211 SW Blue Daze Way Palm City, FL 34990
Street/City/Zip Code

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

Commission District in which you reside: 5^{dg} Staff will complete.

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

Telephone numbers: daytime: 772-485-2252 alternate: _____ alternate: _____
Area Codes are considered 772 unless noted otherwise.

EMAIL: drdonwood@gmail.com

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

TYPE OF OFFENCES: _____

DATES: _____

PLACES (city/state): _____

SENTENCES OR FINES: _____

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

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

Education: See Attached CV

Employment Experience: _____

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

Community Experience and Affiliations: _____

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

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

NO

REFERENCES: Please list two references:

Dr. Steven Parr 772-233-7272

Chad Cianciulli 772-708-4987

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



Signature: 

Date: 09/20/2021

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

Donald Wood DO FACEP FAAEM

3211 SW Blue Daze Way

Palm City, FL 34990

Phone: (772) 485-2252

Fax: (888) 235-8107

Professional Email: WoodD4@ccf.org

Professional Email: Donald_Wood@teamhealth.com

Personal Email: drdonwood@gmail.com

Education - Post Graduate

1997- 2001 Emergency Medicine Residency Ohio University

“OhioHealth”, Columbus, OH

2000 - 2001 Chief Resident Emergency Medicine

1999 - 2000 Chief Resident Emergency Medicine

1997-1998 Intern of the Year

Medical - Graduate

1993 -1997 D.O., University North Texas Health Science Center

Undergraduate

1989 -1993 B.S., Midwestern State University Texas Tech

Major: Biology, Minor: Chemistry

Licensure and Certification

Florida #OS10447

Exp 03/31/2022

Ohio #6988

Exp 10/01/2023

Montana #11443

Exp 03/31/2023

Virginia #0102202823

Exp 11/30/2022

Georgia #66340

Exp 11/30/2022

DEA #FW2681953

Exp 05/31/2023

DEA #FW2531122

Exp 05/31/2023

UPIN #G91428

NPI #1639105422

Licensure and Certification (continued)

BLS Provider	Exp 08/2023
ACLS Provider	Exp 08/2023
PALS Provider	Exp 08/2023
ATLS Instructor	Exp 10/2022

Board Certification

AOBEM # 1364 exp 11/30/24

American College of Emergency Physicians - Diplomate

American Academy Emergency Medicine - Diplomate

Professional Employment:

Full time emergency medicine physician 2001- Present

2021 - Present	EMS Director Martin County Fire Rescue
2011 - Present	Emergency Medicine Staff Physician Cleveland Clinic Martin Health (CCMH)
2013 - Present	Chief Emergency Medicine Cleveland Clinic Martin Health (CCMH)
2015 - Present	Medical Director Advance Medical Transport CCMH, Stuart FL
2011 - Present	Medical Director Medical Center Martin Health System Stuart, FL
2011 - Present	Medical Director South Hospital Martin Health System Stuart, FL
2009 - 2011	Chief Emergency Medicine Lawnwood Regional Medical Center (LRMC)
2009 - 2011	Emergency Medicine Staff Physician (LRMC)
2010 - 2011	Regional Medical Director Sheridan Healthcare (HCA)
2009 - 2010	Residency Program Director Emergency Medicine / DME
2008 - 2009	Emergency Medicine Staff Physician Marietta Hospital
2008 - 2009	Medical Director Marietta Memorial Hospital
2008 - 2010	Director of EMS Education and Marietta Fire EMS Director
2001 - 2009	Emergency Medicine Staff Physician Grand Medical Center, Riverside Methodist, Dublin Methodist - OhioHealth
2001 - 2009	EM Education Director OhioHealth Grant Medical Center

Professional Employment: (continued)

2001 - 2009 Senior Partner & Board Member - Riverside Methodist Hospital and Grant Medical Center, MidOhio Emergency Services, LLC

2001-2009 TeamHealth Operational Assessment Team

Academic Appointments

2016 - Present Clinical Professor Lincoln Memorial University

2010 - 2011 Physician Assistant Program Clinical Professor Marietta College Physician Assistant Program

2009-2011 Director Medical Education (DME) - Marietta Memorial Hospital Program

2009-2011 Residency Program Director Emergency Medicine Marietta Memorial Hospital

2009-2011 National Medical Board question writer for the National Medical Board Examination

2003-2011 Associate Professor Emergency Medicine, Ohio University College of Medicine, Athens, OH

2001-2010 Associate Professor Emergency Medicine, The Ohio State University College of Medicine Columbus OH

2005-2006 Adjunct Clinical Faculty, Wright State University- Miami Valley College of Nursing and Health Master of Science Nurse Practitioner Program

2007-2009 Adjunct Clinical Faculty, The Ohio State University- College of Nursing and Health Master of Science Nurse Practitioner Program

2001-2002 National Medical Board Examination Question Review Board

1999-2001 National Medical Board Examination Question Writer =

Leadership

2011	Medical Director Leadership Academy (Schumacher Group)
2011	National Medical Director Course (Sheridan Healthcare)
2012	Medical Director Leadership Academy (EmCare)
2013	Medical Director Leadership Academy (Envision)
2013	EPIC - Physician Builder Basic & Advanced Course; Madison WI
2014	LEAD I Leadership Education and Development
2014-2016	VHA Southeast Academy for Physician Advancement and Transformation
2016	LEAD II Medical Director Leadership Academy
2017	Coaching Development Academy
2017-2021	System Medical Director / Regional Medical Director
2018-2021	X32 OSO Cognition Superuser Team
2019	PPTC (Policy Protocol Training Committee)
2018-2021	TeamHEALTH SEG Operations Committee
2020-2021	TeamHEALTH SEG Risk Management Committee
2013- Present	National Medical Director Leadership Conference

Awards and Honors

1990-1993	Beta Beta Beta National Biology Honor Society
1990-1993	Gamma Sigma Epsilon National Chemistry Honor Society
1993-1997	Sigma Sigma Phi- National Medical School Honor Fraternity
1997-1998	Intern of the Year, Columbus, OH
1999-2000	Administrative Award, Columbus, OH
1999-2000	3 Star service award, Riverside Methodist, Columbus, OH
1999-2000	ACEP Board of Directors - Chair of the Ohio American College of Emergency Medicine - Emergency Medicine Residents Organization EMRO

Awards and Honors (continued)

2000-2001	Ohio ACEP Board of Directors Chair of the Ohio American College of Emergency Medicine - Emergency Medicine Residents Organization EMRO
2001	3 Star Award, Riverside Methodist, Columbus, OH
2001-2003	Regional Clinical Faculty Award Regional Clinical Faculty Award, Des Moines University College of Medicine
2005-2006	Regional Clinical Faculty Award Regional Clinical Faculty Award, Des Moines University College of Medicine
2005-2006	Outstanding Service Advancement of Emergency Medicine Education, OUCOM, Columbus, OH.
2017-2018	Physician of the Year Cleveland Clinic Martin Health System
2019, 2021	Guardian Angel Award Cleveland Clinic Martin Health

Professional Societies

National Association of EMS Physicians
American Academy Emergency Medicine
American Association for Physician Leadership
American College of Emergency Physicians (ACEP)
Member Florida, Chapter American College of Emergency Physicians
(ACEP)
Wilderness Medicine Section (ACEP)
EMS Section (ACEP)
Tactical Medicine (ACEP)
Critical Care (ACEP)
AOA

Hospital Appointments

TEAMHealth - Current

Critical Care Task Force Committee
Legal Risk Management Committee SEG
MIPS Sub Committee

Cleveland Clinic Martin Health - Current

Monthly Business Review - Emergency Services Institute
FL Region Sepsis Mortality Reduction Task Force
FL Region Emergency Services Institute
FL Regional Critical Response Resuscitation
ED Operations Council
Throughput Council
Executive Surge Team
Covid Disaster Modeling and Planning
Pharmacy and Therapeutics
STEMI Workgroup
Readmissions Taskforce
Credentials Committee
Medical Executive Committee
Critical Care Committee
Physician EMR Cleveland Clinic Martin Health
Sepsis Performance Improvement
EPIC T3 ASAP – Cleveland Clinic Martin Health
By-Laws Committee
Stoke PI Committee
ED Expansion Planning Committee
TTM Hypothermia
Pain Assessment Management Committee

Hospital Appointments (continued)

Previous

Core Measure and Stoke Center Team PI LRMC

Trauma PI Committee LRMC

Medical Audit Committee Peer Review Pediatric QA Peer Review – LRMC

Medical Center Central Ohio Trauma Systems (COTS) Board of Directors

Graduate Medical Education Committee MMH (Marietta Memorial Hospital)

Emergency Medicine Steering Committee MMH (Marietta Memorial Hospital)

Critical Care Steering Committee MMH (Marietta Memorial Hospital)

Board of Directors – Mid Ohio Emergency Services, LLC- OhioHealth

Director Emergency Medicine Education Grant Medical Center, OhioHealth

Graduate Medical Education Committee-Grant Medical Center (ACGME)

AGCME Internal Residency Review Committee

Emergency Medicine Peer Review Committee

Emergency Medicine Residency Education Committee (Doctors-OUCOM)

Computer Education and Advanced Technologies Committee

Congestive Heart Failure-Chest Pain-Stroke Committee (Core Measure)

Research Committee (IRB) P&T Grant/Riverside CME Committee Grant Medical Center

Physician Compensation Committee - Mid Ohio Emergency Services, LLC

“OhioHealth” Sepsis Committee and Critical Care

Military

1998-2006 USAFR Reserve MC Flight Physician

1993-1998 USAR Reserve MC Medical Officer Platoon Leader

Publications

Most Recent

2009-2013

Acute Venous Thrombosis: Thrombus Removal with Adjunctive Catheter-Directed Thrombolysis (the ATTRACT Trial) Primary Objective: Determine if the initial adjunctive use of Pharmacomechanical Catheter-Directed Thrombolysis (PCDT) in symptomatic patients with acute proximal deep vein thrombosis (DVT) reduces the occurrence of the Post- Thrombotic Syndrome (PTS) over 24 months follow-up.

Secondary Objectives: 1) Compare resolution of acute DVT symptoms; venous disease-specific and general quality of life (QOL); safety; and cost-effectiveness between the two treatment arms; 2) Identify pre-treatment predictors of heightened therapeutic response to PCDT via correlation of PTS scores and QOL change scores with demographical variables, DVT risk factors, symptom duration, and anatomic thrombus extent; and 3) Determine if PTS scores and QOL change scores are correlated with post- treatment thrombus burden, recurrent DVT, and valvular reflux.

Presentations

- 1998 AAA
- 1998 Clinical Procedures in Emergency Medicine Series (multiple lectures)
- 1999 Neuro Imaging (multiple lectures)
- 1999 Chest Imaging
- 1999 Abdominal Imaging
- 1999 Clinical Procedures in Emergency Medicine Series
- 2000 Upper Extremity Injuries
- 2000 Lower Extremity Injuries
- 2000 Pelvic Trauma

Presentations (continued)

- 2001 AMI
- 2001 Clinical Procedures in Emergency Medicine Series 2001 Trauma End Points of Resuscitation
- 2001 Decision Making in Airway Management
- 2002 Oral Glycemic Agents Biguanides
- 2002 Abdominal Trauma and Ultrasound
- 2002 Immune Deficiency Syndromes
- 2003 Pediatric Cardiovascular Disorders
- 2003 Clinical Procedures in Emergency Medicine Series
- 2003 Basics of Ultrasound
- 2004 FAST
- 2004 Emergency Ultrasound
- 2004 RSI and The Difficult Airway RSI and The Difficult Airway 2014 Decontaminating The Trauma Patient
- 2005 RSI and The Difficult Airway
- 2005 Airway Workshop RSI and The Difficult Airway
- 2005 Airway Workshop RSI and The Difficult Airway
- 2006 RSI and The Difficult Airway
- 2006 RSI and The Difficult Airway Fundamentals of Critical Care Series
- 2007 ATLS Instructor course
- 2008 Fundamentals of Critical Care Series Airway
- 2008 Negotiating Your First Job – Principles of Success

Presentations (continued)

- 2008 ATLS Shock Lecture
- 2009 Evidence Based Approach to Spine Trauma
- 2010 Cardiovascular and Stroke Emergencies Cardiovascular and Stroke Emergencies
- 2004 Trauma Care Conference, Adams Mark, Columbus, OH Grant Medical Center, Columbus, OH Riverside Methodist Hospital, Columbus, OH
- 2005 Trauma Care Grant Medical Center, House staff Lecture Series, Columbus, OH Riverside Methodist Hospital, Columbus, OH
- 2006 Trauma Care Riverside Methodist Hospital, Columbus, OH
- 2006 Doctors Hospital, Columbus, OH Grant Medical Center, House Staff Lecture Series, Columbus, OH Grant Medical Center, House Staff Lecture Series, Columbus, OH Central Ohio Trauma Systems, Columbus OH
- 2007 FCCS Lecture Series - Society of Critical Care Medicine Society of Critical Care Medicine
- 2009 Recruiting lecture TeamHealth Columbus OH
- 2009 ATLS Central Ohio Trauma Systems, Columbus OH 2009 Marietta Memorial Trauma Program and EMS 2009 Evidence based approach to Lawnwood/HCA Grand Rounds - CME T Spine Trauma
- 2009 The Difficult Airway
- 2011 ATLS Instructor Course
- 2011 OSCE Workshop
- 2011 OSCE Workshop RSI
- 2010 Procedure Lecture and Procedure workshop (Society of Critical Care Medicine) Columbus, Ohio

Presentations (continued)

- 2011 Procedure Lecture and Procedure workshop T (Society of Critical Care Medicine) Columbus, Ohio
- 2013 ATLS Airway - University South Florida - Tampa General Hospital
- 2013 ATLS Shock - University South Florida - Tampa General Hospital
- 2014 ATLS Airway - Central Ohio Trauma Systems
- 2014 ATLS Chest Trauma - University South Florida - Tampa General Hospital
- 2015 ATLS Instructor Course USF
- 2015 Toxicology Lecture “New Street Drugs” Port St Luci, FL
- 2016 ATLS Instructor Course USF Tampa, FL
- 2017 ATLS Instructor Course USF Tampa, FL
- 2018 ATLS Instructor Course USF Tampa, FL
- 2018 Critical Care Presentation – Case Dermatologic Emergencies (CCMH) Stuart, FL
- 2019 Critical Care Presentation – Angioedema (CCMH) Stuart, FL
- 2019 Critical Care Presentation – DKA (CCMH) Stuart, FL
- 2019 Critical Care Presentation – Difficult Airway (CCMH) Stuart, FL
- 2019 ATLS Instructor Course Procedures Lab USF Tampa, FL
- 2021 ATLS Instructor for Provider Course USF Tampa, FL



Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 21-1083

CNST-5

Meeting Date: 10/5/2021

PLACEMENT: Consent

TITLE:

ADOPT A PROCLAMATION COMMENDING MICHAEL J. LOVETT UPON THE ACHIEVEMENT OF EAGLE SCOUT

EXECUTIVE SUMMARY:

The Board extends greetings and congratulations to scouts achieving the rank of Eagle Scout.

DEPARTMENT: Administration

PREPARED BY: **Name:** Donna Gordon

Title: Executive Aide

REQUESTED BY: Kassandra Schilling, Communications Specialist

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Board is asked to adopt a proclamation that will be presented on October 19, 2021.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the proclamation that will be presented at the October 19, 2021 meeting.

ALTERNATIVE RECOMMENDATIONS

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

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

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

A Proclamation

Commending Michael J. Lovett upon the achievement of Eagle Scout

- Whereas,** the Boy Scouts of America, incorporated on February 1910 and chartered by Congress in 1916, has a legacy of providing an educational program for boys and young adults to build character, to train in the responsibilities of participating citizenship, and to develop personal fitness; and
- Whereas,** the Boy Scouts of America endeavors to develop Americans who have a high degree of self-reliance as evidenced in such qualities as initiative, courage, and resourcefulness; have personal values based on religious concepts; have the desire and skills to help others; understand the principles of the American social, economic, and governmental systems; are knowledgeable about and take pride in their American heritage and understand our nation's role in the world; have a keen respect for the basic rights of all people; and are prepared to participate in and give leadership to American society; and
- Whereas,** the rank of Eagle Scout, the highest rank in scouting is only achieved by about two out of every 100 Scouts, is significant in that it is a reflection of an individual who has endeavored to become the best he can be; and is recognized as having special significance, not only in scouting, but also as that individual enters higher education, business or industry and community service.

Now, therefore be it proclaimed by the Martin County Board of County Commissioners that Michael J. Lovett of Troop 802 is hereby congratulated for his achievement in attaining the rank of Eagle Scout and commended for his service to his community now and in the years to come.

Duly adopted 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

EDWARD V. CIAMPI, COMMISSIONER



Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 22-0114

CNST-6

Meeting Date: 10/5/2021

PLACEMENT: Consent

TITLE:

APPROVAL OF AMERICAN RESCUE PLAN ACT NONPROFIT FUNDING RESTRUCTURING

EXECUTIVE SUMMARY:

On June 22, 2021 staff presented to the Board of County Commissioners (BCC) a plan to utilize American Rescue Plan Act (ARPA) money to address the negative impact of COVID-19 to Martin County. At that time staff suggested three (3) programs directed at the nonprofit and mental health communities. Staff has further reviewed the three programs and determined it would be more efficient to combine the three (3) programs into two (2) programs to address the community needs.

DEPARTMENT: Administration

PREPARED BY: **Name:** George M. Stokus
Title: Assistant County Administrator

REQUESTED BY: George M. Stokus, Assistant County Administrator

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

On June 22, 2021, the BCC approved the creation of three programs which provided funding for Nonprofit Operations, Nonprofit Programming, and Mental Health Programs. The Nonprofit Operations and Mental Health Programs grants were approved to be administered by County staff. The Nonprofit Programming grants were approved to be administered by the United Way of Martin County. Upon further review, staff has concluded that it would be more efficient to combine Nonprofit Programming and Mental Health Programs into one Community Assistance Program (CAP). The Nonprofit Operations program, specifically the Community Partner Relief Program (CPR), would remain the same.

The CPR Program (\$1,250,000 - 2 years) offers reimbursement to eligible entities similar to the previous CARES program. Staff will review applications and award eligible nonprofits grants based on the guidelines outlined in ARPA. This was approved by the BCC and no further changes are requested.

Staff is recommending approval CAP (\$5,700,000 - 2 years) which is a grant program that combines the Nonprofit Programming and Mental Health Programs grants previously approved by the BCC.

Under CAP, nonprofit organizations will submit grant applications for the funding of programs and capital projects that are geared toward mitigating the negative social and economic impacts of COVID-19 experienced by Martin County residents in communities most disproportionately impacted by the pandemic. Some examples include:

- Workforce programs, such as job training for individuals who want and are available for work, including those who have looked for work sometime in the past 12 months or who are employed part-time but who want and are available for full-time work.
- Programs that work to accelerate rehiring, provide back to work incentives and address barriers impeding employment, such as childcare and transportation.
- Programs that address health disparities and social determinants of health.
- Programs that address educational disparities exacerbated by COVID-19.
- Programs that address mental health issues exacerbated by COVID-19.
 - Must deliver evidence-based psychotherapy.
- Capital projects that assist with providing affordable housing.

The programs or capital projects must specifically target at least one (1) of the five (5) ARPA eligible populations:

- Assist low-income communities designated by HUD (LMI).
- Assist families and individuals living in Qualified Census Tracts (QCT)*.
- Martin County Identified Area of Qualified Disadvantage (MCIA).
- A program or service for which eligibility criteria are such that the primary intended beneficiaries earn less than 60 percent (60%) of the median income of Martin County.
- A program or service for which the eligibility criteria are such that over 25 percent (25%) of intended beneficiaries are below the federal poverty line.

United Way of Martin County will serve as a consultant for the administration of the grant program, to assist in ranking grant applications and to assist with completing the reporting requirements set forth by ARPA.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

Reviewed.

RECOMMENDED ACTION:**RECOMMENDATION**

Move that the Board approve the restructuring of the ARPA nonprofit programs to combine the Nonprofit Programming and Mental Health Programs grants into one Community Assistance Program.

ALTERNATIVE RECOMMENDATIONS

Pull from Consent and provide staff with further direction.

FISCAL IMPACT:**RECOMMENDATION**

None

Funding Source	County Funds	Non-County Funds
ARPA	0	\$6,950,000
Subtotal	\$6,950,000	
Project Total	\$6,950,000	

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

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Agenda Item Summary

File ID: 22-0110

CNST-7

Meeting Date: 10/5/2021

PLACEMENT: Consent

TITLE:

APPROVAL OF INTERLOCAL AGREEMENT FOR FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES BETWEEN MARTIN COUNTY AND THE CITY OF STUART

EXECUTIVE SUMMARY:

Martin County and the City of Stuart (City) currently provide mutual aid response and automatic aid response for all fire suppression and emergency services within each party's jurisdictional boundaries, including any future additional land and/or parcel annexation by the City. These services are provided pursuant to an Interlocal Agreement for Fire Suppression and Emergency Medical Services (Interlocal Agreement). Representatives from the County and the City have been meeting to update and revise the existing Interlocal Agreement. The proposed Interlocal Agreement includes revisions to response guidelines, a fee schedule and revisions to dispatch protocols.

DEPARTMENT: Fire Rescue

PREPARED BY: **Name:** Jerrian Norton
Title: Executive Aide

REQUESTED BY: Chad Michael Cianciulli

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Representatives from the County and the City have been meeting to update and revise the existing Interlocal Agreement. The proposed Interlocal Agreement includes revisions to response guidelines, a fee schedule and revisions to dispatch protocols.

- **Agreement/Contract drafted by:** Martin County Fire Rescue and the City of Stuart Fire Rescue
- **Parties to the Agreement/Contract:** Martin County Board of County Commissioners and the City of Stuart
- **Purpose of the Agreement/Contract:** This interlocal agreement was mutually revised by both parties to update the response and compensatory criteria for the purpose of providing automatic and mutual aid to each other in the form of fire suppression and EMS. This agreement will be

reviewed for approval by the City of Stuart at their Board meeting being held September 27, 2021.

- **New/Renewal/Modified**: This is a modification to an existing agreement.
- **Duration**: Perpetuity unless cancelled by either party with 90 days prior written notice.
- **Benefits to Martin County**: The City and the County each provide fire suppression and EMS within their respective jurisdictional boundaries and both parties recognize the fiscal and health/safety value of providing mutual and automatic aid in a cooperative manner to ensure that the safety of the public is paramount.
- **Cost to Martin County**: Staff time to reconcile emergency call data for the purpose of invoicing the City for any rendered automatic and mutual aid as outlined in the fee schedule.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

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

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board authorize the Chair or designee to execute the interlocal agreement as well as any non-monetary agreement related documents upon review and concurrence of the County Attorney's Office.

ALTERNATIVE RECOMMENDATIONS

- *Pull* this item from the Consent Agenda -
- **Programmatic Implication if not approved** - The absence of an interlocal agreement for the provision of automatic aid would result in significant delays in emergency response for both jurisdictions.
- **Financial Fiscal Impact if not approved** - Additional assets and staff could be needed to handle fluctuations in call volume.

FISCAL IMPACT:

RECOMMENDATION

Fiscal impact is contingent upon distribution of call volume along jurisdictional boundaries.

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

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INTERLOCAL AGREEMENT FOR FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES

This Interlocal Agreement entered into this ____ day of _____, 2021, is made between Martin County, a political subdivision of the State of Florida ("County"), and the City of Stuart, a municipal corporation of the State of Florida ("City"), for Fire Suppression and Emergency Medical Services.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to the Florida Interlocal Cooperation Act of 1969, the County and the City have the power and authority to enter into an interlocal agreement for the purposes of delineating policies, procedures, and actions with respect to Fire Suppression and Emergency Medical Services; and

WHEREAS, the City and the County each provide Fire Suppression and Emergency Medical Services within their respective jurisdictional boundaries; and

WHEREAS, the County provides the 911 Communications Center for Fire Suppression and Emergency Services for the City's Fire Rescue Department; and

WHEREAS, both parties recognize the fiscal and health/safety value of providing mutual and automatic aid and cooperation to their respective jurisdictions; and

WHEREAS, the parties agree that continuation of automatic aid and mutual aid for Fire Suppression and Emergency Medical Services is beneficial to both parties and ensures the safety of the public is paramount; and

WHEREAS, Special Operations, Dispatch, Haz-Mat, and Aeromedical transport services are provided throughout Martin County by Martin County Fire Rescue, including municipalities within its boundaries; and

WHEREAS, the parties agree that working together to provide a geographic distribution of calls and responding units based upon the municipal boundaries is beneficial for both entities providing for the overall public safety of our community.

NOW, THEREFORE, the parties agree as follows:

1. **TERMS OF AGREEMENT**: The County and the City agree to provide Mutual Aid Response and Automatic Aid Response as defined in paragraph 2 of this Agreement for all Fire Suppression and Emergency Services within each party's jurisdictional boundaries including any future additional land and/or parcel annexation by the City. The parties will

provide these services according to the agreed upon response guidelines, fee schedule and dispatch protocols as more particularly described in paragraph 3 of this Agreement. The County and the City acknowledge that the City currently provides Fire Suppression and Emergency Medical Services to the Town of Sewall's Point ("Town") through an Interlocal Agreement. Such Interlocal Agreement recognizes that the County may provide services to the Town on behalf of the City. Provision of services by the County to the Town shall be governed solely by this Agreement.

2. **DEFINITIONS:**

A. Mutual Aid Response – Providing emergency response aid to another jurisdiction when requested.

B. Automatic Aid Response – Providing automatic emergency response to another jurisdiction when needed as determined by the dispatch protocols.

3. **SCOPE OF SERVICES:** The parties agree to provide Fire Suppression and Emergency Medical Services within each other's jurisdictional boundaries, through Mutual Aid Response and Automatic Aid Response. The parties understand and agree that it is not the intention of the parties to subsidize the normal day-to-day operations or shortages in staffing or equipment of the other party and that the mutual assistance/automatic aid provided herein is intended to be mutual in nature.

A. The parties have developed response guidelines, including dispatch protocols, response jurisdictions, a fee schedule, billing procedures and service details, for their respective jurisdictions and coverage areas in a Letter of Understanding ("LOU"), attached as Exhibit A. This LOU shall be agreed to and executed by each party's authorized representative and Fire Rescue Fire Chief. The LOU shall be reviewed annually and modified in writing as needed by both departments in collaboration with the County Administrator and the City Manager. The terms of this ILA shall supersede any conflicting language or terms in the LOU.

B. Martin County dispatch center will dispatch Stuart Fire Rescue to all calls within the City's Primary Response Jurisdiction as identified more particularly on the map contained in the LOU. If Stuart Fire Rescue units are unavailable for a response within their Primary Response Jurisdiction, Martin County will dispatch the closest appropriate unit(s) based on actual location data provided by Fire Dispatch Automatic Vehicle Location (AVL/GPS) in accordance with County dispatch protocols based upon the City of Stuart's determinants and notify the on-duty Stuart Fire Rescue Battalion Chief.

C. Martin County dispatch center will dispatch Martin County Fire Rescue to all calls within the County's Primary Response Jurisdiction as identified more particularly on the map contained in the LOU. If Martin County Fire Rescue units are unavailable for a response within their Primary Response Jurisdiction, Martin County will dispatch the closest appropriate unit(s) based on actual location data provided by Fire Dispatch Automatic Vehicle Location (AVL/GPS) in accordance with

County dispatch protocols based upon Martin County's determinants and notify the on-duty Martin County Fire Rescue Battalion Chief.

D. If Stuart Fire Rescue requests the response of Martin County Fire Rescue units to be a part of a response or Martin County Fire Rescue requests the response of the Stuart Fire Rescue units to be a part of a response, then if available, the dispatch center will send the appropriate units to fulfill the request.

E. Notwithstanding any of the terms in paragraphs A through D above, for every Echo call, Martin County dispatch center will dispatch the closest appropriate unit(s) based on data provided by Fire Dispatch Automatic Vehicle Location (AVL/GPS) regardless of Primary Response Area jurisdiction.

4. **FEES**: The Fire Rescue Departments, in collaboration with the County Administrator and the City Manager, will mutually agree to a Fee Schedule for all automatic aid and mutual aid rendered pursuant to this Agreement. If required by local law, the Fee Schedule, and any subsequent amendments, will be presented to the respective Board of Commissioners for approval within thirty days. The County Fire Chief and the City Fire Chief will meet and review the Fee Schedule and actual call data annually to ensure accuracy of the fees, dispatching of calls and the dispatch reporting system. If an inequality is discovered, the parties will work to resolve the issue and/or revise the Fee Schedule.

For billing discrepancies or protests, the Fire Chiefs have the authority to waive or reduce a fee. The County Administrator and City Manager have the authority to waive or reduce fees for discrepancies or protests that the Fire Chiefs are unable to resolve.

5. **ISO TRAINING**: As part of the automatic aid between the parties under this Agreement, each party shall endeavor to provide the other party with at least three hours of training opportunities, for at least one engine company, per quarter that meet ISO requirements for automatic aid training. The provision of training opportunities under this paragraph shall not be mandatory; however, training opportunities that are provided from one party to another are intended to be mutual and reciprocated by the other party with training opportunities that provide a substantially similar amount of training that meets ISO Automatic aid training criteria. In the mutual interest of promoting ISO training, each party agrees that it shall not require or request from the other party's on-duty personnel any type of release, indemnification or assumption of risk agreement, acknowledgment or other statement, relating to the ISO training provided under this paragraph, provided that such employee is identified and scheduled by the employing party to attend the training on-duty as a part of his or her official duties with said employing party.

6. **COMMAND STRUCTURE**: In all cases, the jurisdiction providing aid will participate in a unified command structure to support the tactical and strategic plans for the incident. When sharing resources, command and accountability are the responsibility of the jurisdiction in charge of the scene. Any officers, agents and employees of Martin County shall be subject to the control of the Martin County Administrator or designee, whether they perform the respective functions within or outside the unincorporated areas of Martin County, pursuant to the provisions of this Interlocal Agreement. Any officers, agents and employees of

the City of Stuart shall be subject to the control of the City Manager or designee whether they perform the respective functions within or outside the boundaries of the City of Stuart, pursuant to the provisions of this Interlocal Agreement.

7. **TERM AND RENEWAL**: This Agreement shall be in full effect as of 12:01 a.m. local time, on the first day of the month following the approval and full execution of this Agreement. This Agreement shall run in perpetuity until cancelled by either party after having given a minimum ninety (90) days' notice. Any notice to cancel shall be in writing between the County Administrator and City Manager.

8. **EMS TRUST FUND AWARD GRANT**: The County agrees to include the City of Stuart as an EMS provider when determining distribution of the annual EMS Trust Fund County Award Grant. Distribution shall be proportionately allocated based on the number of Countywide EMS emergency calls handled by the City of Stuart in the preceding calendar year as compared to the total countywide calls.

9. **DEFAULT AND OPPORTUNITY TO CURE**: If either party is in default of any of its material obligations under the Agreement, the non-defaulting party shall provide written notice of default to the party in default and afford such party a period of ninety (90) days to cure such default. If the defaulting party is in default beyond the expiration of the applicable cure period stated, then the other party shall have the option to terminate this Agreement upon ten (10) days' written notice.

10. **ASSIGNMENT OF RIGHTS**: The parties agree that neither party may assign, delegate, or otherwise transfer its rights and obligations as set forth in the Agreement without the prior written consent of the other.

11. **RECORDS RETENTION**: The County and the City shall maintain records associated with the Agreement, including, but not limited to, all accounts, financial and technical records, research or reports in accordance with Florida law. The parties shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law) in connection with this Agreement. Failure to comply shall be deemed a material default subject to termination as provided herein. To the extent that disclosure of information is required by law or regulation or applicable legal or regulatory process, either party shall give notice as is practicable to the other that such disclosure is required. If either party asserts any exemptions to disclosure pursuant to Florida's public record laws, that party has the burden of establishing and defending the exemption.

12. **AMENDMENTS**: The terms of the Agreement may only be amended, supplemented, waived, or changed in a written document signed by the authorized representative of the parties and filed in the Official Records of the Martin County Clerk of Court.

13. **FORCE MAJEURE**: Except as otherwise provided in the Agreement, neither party shall be deemed in default or in breach of the Agreement to the extent it shall be unable to perform due to an event of *Force Majeure*. For the purpose of the Agreement, *Force Majeure* shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of a public enemy, failure of transportation facilities, enactment, rule,

order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical facilities, or any other cause of any nature whatsoever beyond the control of either party which was not avoidable in the exercise of reasonable care and foresight.

14. **FILING**: This Interlocal Agreement shall be filed in the Official Records of the Martin County Clerk of the Circuit Court.

15. **NOTICE**: All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to the County:
County Administrator
Martin County
2401 SE Monterey Road
Stuart, FL 34996

With a Copy to:
Martin County Attorney
2401 SE Monterey Road
Stuart, FL 34996

As to the City:
City Manager
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

With a Copy to:
City Attorney
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

16. **REMEDIES**: This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Martin County, Florida. No provision of this Agreement is intended to, and shall not be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

17. **CONFLICT RESOLUTION**: Disputes under this Agreement may be resolved by the County's Authorized Representatives and the City's Authorized Representatives. Notwithstanding the provisions of Chapter 164, Florida Statutes, the parties agree that if such Authorized Representatives are unable to reach a resolution, the parties shall first select a mutually acceptable mediator to conduct a mediation of the issues involved. The parties agree to be responsible for the mediator's fees and costs in equal amounts.

18. **JOINT PREPARATION**: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

19. **CAPTIONS**: The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

20. **SEVERABILITY**: In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held invalid by a court of competent jurisdiction, such

holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

21. **APPROPRIATIONS:** Each party's performance and obligations under this Agreement are contingent upon annual budgetary appropriations by its respective governing body. This Agreement does not obligate future appropriations for the obligations created herein.

22. **ENTIRETY OF AGREEMENT:** This Agreement represents the entire understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

23. **E-VERIFY:** Each party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Agreement on the date first written above.

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

ATTEST:

CITY OF STUART, FLORIDA

MARY KINDEL, CITY CLERK

EULA CLARK, MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

MIKE MORTELL, CITY ATTORNEY

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Letter of Understanding for
Interlocal Agreement for Fire Suppression and Emergency Medical Services

Martin County and the City of Stuart entered into an Interlocal Agreement for Fire Suppression and Emergency Medical Services (ILA) on _____ to provide automatic and mutual aid assistance within Martin County, and its contracted areas, and the City of Stuart, and its contracted areas.

Dispatching

Martin County provides the 911 Communications Center (Dispatch) for both Martin County Fire Rescue (MCFR) and City of Stuart Fire Rescue (SFR). Dispatch's Computer Assisted Dispatch (CAD) system utilizes Emergency Medical and Emergency Fire Dispatching for call prioritization, classification, unit assignments and prearrival instructions for 911 calls. Martin County will continue to use a recognized system for classifying calls and assigning units. Both parties agree to maintain department-specific response criteria (CAD determinants) for the system's call types, allowing Dispatch to properly select which units are needed for their respective jurisdictions. The response criteria will be updated as needed to keep the CAD current. Prior to any changes to a department's response criteria (CAD determinants), 14 days written notice of the proposed change must be provided to the Fire Chief of the other department, during which time billing will be based on the determinant existing prior to the notice.

Jurisdictions

The Primary Response Areas for MCFR and SFR for the provision of Fire Suppression and Emergency Medical Services are designated in the Primary Response Jurisdictions Map, attached as Exhibit 1. Periodically, based upon historical response time data and changes in resources, the Primary Response Jurisdiction shall be reviewed and modified as needed. It is the desire of both parties to have the Primary Response Jurisdiction be reflective of the geopolitical boundaries (jurisdiction) and contracted boundaries of each entity. Roadway jurisdiction is determined by having annexation on both sides of the roadway before it becomes the jurisdiction of the municipality.

Special Operations/Hazmat and Aeromedical transport services are provided by MCFR throughout the County, including municipalities within its boundaries.

For the purposes of fire investigations and inspections, the geopolitical boundaries are to be observed for purposes of law enforcement actions and authority having jurisdiction (AHJ) responsibilities.

Fees & Billing

The parties mutually agree to the Fee Schedule attached as Exhibit 2. The parties agree that each department will invoice the other department quarterly for automatic and mutual aid rendered under this Agreement in accordance with the Fee Schedule. The parties will reconcile the responses and invoice based on either the daily CAD reports and printout for each incident or

fire incident reporting (NFIRS), which must be attached to each invoice. Invoices must be submitted within 15 days of the end of each quarter based on a calendar year. Within 15 days of receipt, the Fire Chiefs shall reconcile the invoices and mutually determine the net amount due based upon the invoices and the Department responsible for payment shall have forty-five (45) days after receipt to remit payment.

This Letter of Understanding is agreed upon by the parties through their duly authorized representatives this ____ day of _____, 2021.

CITY OF STUART

MARTIN COUNTY, FLORIDA

By: _____
David Dyess
City Manager

By: _____
Taryn Kryzda
County Administrator

Vincent Felicione
Fire Chief
City of Stuart Fire Rescue

Chad Michael Cianciulli
Fire Chief
Martin County Fire Rescue

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Martin County Fire Rescue/City of Stuart Automatic and Mutual Aid Fee Schedule

1. **Flat Fee Calls.** Calls requiring response of no more than 2 apparatuses (from the giving agency) under the same run number will be charged a flat fee as follows:
 - a. Medical Calls (including motor vehicle accidents): \$500 per call
 - b. Fire Calls (list below): \$1,000 per call
 - i. Fire Alarms (all types except medical alarm).
 - ii. Outside Fire
 - iii. Electrical hazard
 - iv. Vehicle Fire
 - v. Smoke Investigation
 - vi. Gas Leak (not including Hazmat team response)
 - vii. Fuel Spill (not including Hazmat team response)
 - viii. Odor (strange/unknown)
 - ix. Aircraft Emergency
 - x. Marine Fire
 - xi. Extrication/Entrapped
 - xii. Explosion
 - xiii. Industrial Machine Accident
 - xiv. Bomb Threat (not including Hazmat team response)
 - xv. Trail collision / derailment
 - xvi. Carbon Monoxide/Inhalation/Hazmat (not including Hazmat team response)
 - xvii. Confined Space/Structure Collapse (not including Special Ops response)
 - xviii. Elevator/Escalator Rescue (not including Special Ops response)
 - xix. Lightning Strike (investigation)
 - xx. Water Rescue (swift, still, ice) (not including Special Ops response)
 - xxi. Watercraft in Distress (not including Special Ops response)
 - xxii. Public Safety Call
 - xxiii. High Angle Rescue (above or below grade) (not including Special Ops response)
 - c. Other: Any calls not listed above requiring a response of no more than 2 apparatuses will be charged a flat fee of \$500 per call.
 - d. If additional apparatus responds to a flat fee call listed above resulting in three or more apparatus (from the giving agency) at any time, flat fee charges are no longer applicable, and fees will be charged in accordance with the Per Unit Fee Call provisions in paragraph 2 below.
2. **Per Unit Fee Calls.** Structure fire response calls or any other calls requiring a response of 3 or more apparatuses (from the giving agency) under the same run number will be charged a fee per unit as follows:

Martin County Fire Rescue/City of Stuart Automatic and Mutual Aid Fee Schedule

- a. Engine: \$650
- b. Ladder: \$900
- c. Rescue: \$450
- d. Tanker: \$375
- e. Brush: \$375
- f. Squad: \$550 (A Squad must be specifically requested and will not be sent in place of an engine or ladder.)

3. Martin County Fire Rescue Special Response Team and Hazardous Material Response Team Calls.

- a. No charge for team response (*including any apparatus that is used to transport team members – i.e. Rescue, engines, etc.*).
- b. Per Unit Fee pricing (paragraphs 2(a) through (f)) will apply for additional apparatus requested that is not part of the Special Response Team or the Hazardous Material Response Team (*i.e. additional engine, rescue for patient care, etc.*).
- c. County units that are not operationally engaged (*i.e. first engine on scene with all the hose on the ground*) will be replaced as City units become available for any incidents that are 30 minutes or more in duration.

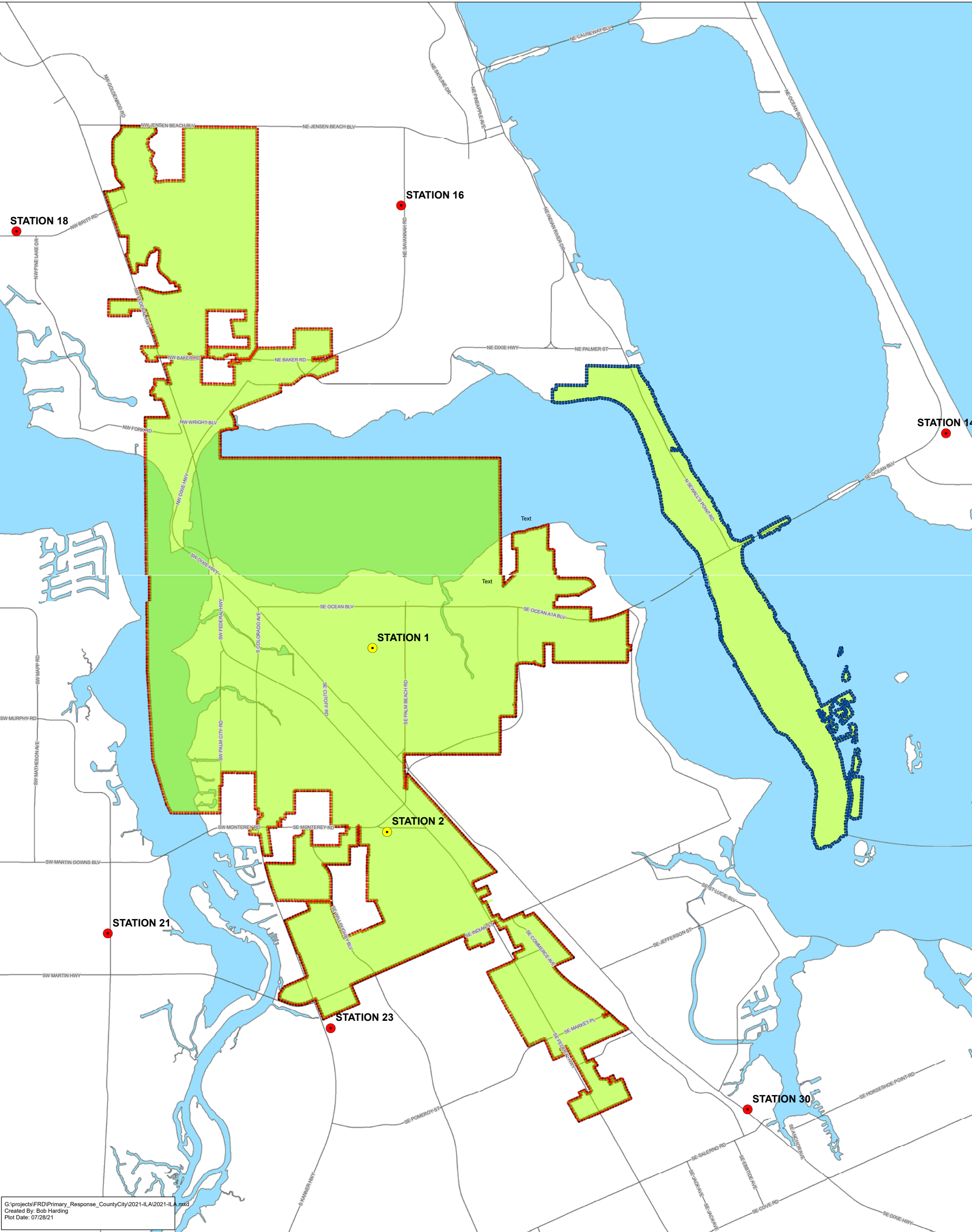
4. Echo Medical Calls.

- a. Closest unit response regardless of jurisdiction using the Unit Locator (GPS)
- b. No fee will be applied to either agency
- c. It is recognized that an “echo” call is the highest priority call usually related to a person not breathing. Below is a list of mutually agreed upon echo calls:

Agreed Echo Calls	
699-02	Allergies
699-06MC / 699-02SFR	Breathing Problems
699-07	Burns / Explosions
699-09	Cardiac Arrest
699-11	Choking
699-14	Drowning
699-15	Electrocution
699-31	Unconscious
699-67	Outside Fire (person on fire)

Martin County Fire Rescue/City of Stuart Automatic and Mutual Aid Fee Schedule

5. **First Due Suite.** On or before October 1st of each year, the City will pay the County \$6,000 annually for utilization of the County's pre-fire planning software program First Due Suite.
6. **Miscellaneous.**
 - a. Units dispatched in error will not result in a fee.
 - b. If a mutual or automatic aid unit is cancelled within 2 minutes of the dispatch time, there will be no fee applied.
 - c. There will be no additional charge for responding Battalion Chiefs, EMS Captains or Administrative Chiefs.
 - d. Units will be dispatched based on the primary jurisdiction's determinants provided however, the responding department will follow its own policies, procedures, and operational standards for call response.



G:\projects\FRD\Primary_Response_County\City\2021-ILA\2021-ILA.mxd
Created By: Bob Harding
Plot Date: 07/28/21



MARTIN COUNTY AND CITY OF STUART PRIMARY RESPONSE JURISDICTIONS

Revised 08/30/2021



Fire Station

- Martin County (MCFR)
- City of Stuart (COS)

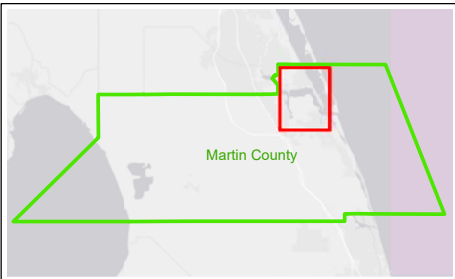
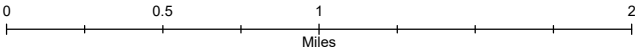
Municipal Boundaries

- Sewall's Point
- City of Stuart

Primary Response Jurisdiction

- County
- City of Stuart

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





Agenda Item Summary

File ID: 22-0070

CNST-8

Meeting Date: 10/5/2021

PLACEMENT: Consent

TITLE:

MARTIN COUNTY PUBLIC TRANSIT - PUBLIC INVOLVEMENT POLICY

EXECUTIVE SUMMARY:

The guiding principles of the Transit Development Plan recognize the importance of public input. The policy outlines the County's process for soliciting and considering public comment prior to a fare increase or service route change to the Martin County Public Transit (MARTY).

DEPARTMENT: Public Works

PREPARED BY: **Name:** Bill Powell
Title: Transit Administrator

REQUESTED BY:

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

Martin County Public Transit (MARTY) will solicit public input prior to or during the development of any transit enhancement resulting in a major service change or fare increase. The public input process includes, but is not limited to, public forums, public hearings, or written or electronic comment forms. MARTY Staff will develop recommendations as to the appropriate type and level of public input based on Federal and State program requirements.

A public hearing is mandatory when a fare increase, or major service change is proposed prior to change adoption. A determination is made related to each proposal as to the appropriate scheduling of the public hearing. If service changes are temporary in nature the MARTY Staff may approve these types of temporary changes. For fare increases or major service changes, the public hearing will be held prior to the initiation of the proposed action. Martin County will consider and implement the principles of equality for all citizens pursuant to requirements of the Federal Transit Administration, as reported in Circular 9030.1b, Section V.5.o, to the extent reasonably possible.

The Martin County Public Transit - Public Involvement Policy is attached.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

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

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board adopt the Martin County Public Transit - Public Involvement Policy.

ALTERNATIVE RECOMMENDATIONS

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

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

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BOARD DIRECTED POLICY

To:

From:

Subject: Martin County Public Transit – Public Involvement Policy

Effective Date:

Created by: William Powell, Transit Administrator

BCC Meeting: October 5, 2021

Agenda #: 22-0070

Item #:

PURPOSE

Martin County Public Transit (MARTY) will solicit public input prior to or during the development of any transit enhancement resulting in a major service change or fare increase. The public input process includes, but is not limited to, public forums, public hearings, or written or electronic comment forms. MARTY Staff will develop recommendations as to the appropriate type and level of public input based on Federal and State program requirements.

POLICY

A public hearing is mandatory when a fare increase or major service change is proposed prior to change adoption. A determination is made related to each proposal as to the appropriate scheduling of the public hearing. If service changes are temporary in nature the MARTY Staff may approve these types of temporary changes. For fare increases or major service changes, the public hearing will be held prior to the initiation of the proposed action. Martin County will consider and implement the principles of equality for all citizens pursuant to requirements of the Federal Transit Administration, as reported in Circular 9030.1b, Section V.5.o, to the extent reasonably possible.

DEFINITIONS

A fare increase shall be defined as any change to an existing, established fare rate or fare type applicable to a regular fixed route, commuter express, or paratransit that results in a higher fare rate than is currently in effect.

A major service change shall be defined as any action that reduces service hours and/or service miles by 50 percent of the entire system.

PROCEDURE (optional if only preparing Policy)

Martin County Public Transit (MARTY) will solicit public input prior to or during the development of any transit enhancement resulting in a major service change or fare increase. The public input process includes, but is not limited to, public forums, public hearings, or written or electronic comment forms. MARTY Staff will develop recommendations as to the appropriate type and level of public input based on Federal and State program requirements.

A public hearing is mandatory when a fare increase or major service change is proposed prior to change adoption. A determination is made related to each proposal as to the appropriate scheduling of the public hearing. If service changes are temporary in nature the MARTY Staff may approve these types of temporary changes. For fare increases or major service changes,

BOARD DIRECTED POLICY

the public hearing will be held prior to the initiation of the proposed action. Martin County will consider and implement the principles of equality for all citizens pursuant to requirements of the Federal Transit Administration, as reported in Circular 9030.1b, Section V.5.o, to the extent reasonably possible.

A fare increase shall be defined as any change to an existing, established fare rate or fare type applicable to a regular fixed route, commuter express, or paratransit that results in a higher fare rate than is currently in effect.

A major service change shall be defined as any action that reduces service hours and/or service miles by 50 percent of the entire system.

Any fare increase or a major service change for transit service shall commence with a Notification of Intent published in a daily newspaper with countywide circulation.

The Notice of Intent shall state that any fare increase for transit or major service change will become effective in 30 days unless a request for a public meeting is received within 15 days of the publication of the notice. The Notice of Intent shall provide the proposed change in fare or service and the method for providing public comment or requesting a public meeting. Requests for a public meeting may be submitted through any means supported by the Martin County Board of County Commissioners including written correspondence, on-bus comment forms, phone, fax, or email.

Information to be available during the public input period shall include the current and proposed fare structure and service provision, a summary of the proposal, and the current and proposed transit budget.

Day 15

The public comment period expires. Following the public comment period, a summary of public comments shall be prepared by the Staff of the Martin County Board of County Commissioners. The summary of public comments shall also contain an analysis of how the public comments were considered by staff in the fare or service proposal and provided to the Martin County Board of County Commissioners.

Day 20 (No Request for Public Meeting Received)

A Notice of Change shall be published in a daily newspaper with countywide circulation within 20 days of the published date of the Notice of Intent and following transmittal of the fare proposal, summary, and all public comments to the County Administrator of the Martin County Board of County Commissioners. The County Administrator or the Board of County Commissioners can request a public meeting within ten days after receipt.

The Notice of Change shall state that any fare increase for transit or major service change will be implemented within 10 days of publication. The Notice of Change shall provide the proposed change in fare or service.

Day 30 (No Request for Public Meeting Received)

If no request for a public meeting is received, the fare or service proposal becomes effective. A Notice of Provisions shall be published in a daily newspaper with countywide circulation on the date of commencement of the fare increase or major service change. The Notice of Provisions shall provide the new fare or service provisions.

BOARD DIRECTED POLICY

Day 20 (Request for Public Meeting Received)

A Notice of Change shall be published in a daily newspaper with countywide circulation within 20 days of the published date of the Notice of Intent and following transmittal of the fare proposal, summary, and all public comments to the County Administrator of the Martin County Board of County Commissioners. The County Administrator or the Board of County Commissioners can request a public meeting within ten days after receipt.

The Notice of Change shall state that the fare increase for transit or major service change will be considered at a public meeting of the Martin County Board of County Commissioners. The Notice of Change shall provide the proposed change in fare or service. The Notice of Change shall be advertised in a daily newspaper with countywide circulation providing the date, time, and location of a public meeting to consider the proposed change in fare or service.

Day 30 (Public Comment Received)

All members of the public shall be given an opportunity to comment at the public meeting. At the meeting, the Martin County Board of County Commissioners may adopt the proposal with or without revisions or table the considerations for additional consideration. The Martin County Board of County Commissioners must consider all public comments at the public meeting.

If tabled, the Martin County Board of County Commissioners shall direct staff on the additional information and alternatives desired. A tabled meeting must be reheard within 20 days and no later than 30 days from the date of publication of Notice of Change.

If the fare or service proposal is adopted at the first public meeting, the fare or service proposal becomes effective after ten days.

Day 40 (Public Comment Received)

If the fare or service proposal is adopted at the first public meeting, a Notice of Provisions shall be published in a daily newspaper with countywide circulation on the date of commencement of the fare increase or major service change.

Day 50

If held, the tabled public meeting shall be duly advertised containing the date, time, and location of such meeting and the proposed change in fare or service. All members of the public shall be given an opportunity to comment. The Martin County Board of County Commissioners must consider all public comments at the public meeting.

At the meeting, the Martin County Board of County Commissioners may adopt the proposal with or without revisions or deny the proposal. If approved at the meeting, the fare or service revisions become effective after a ten-day grace period. If denied, the fare or service proposal cannot be reconsidered for six months.

Day 60

If the fare or service proposal is adopted at the second public meeting, a Notice of Provisions shall be published in a daily newspaper with countywide circulation on the date of commencement of the fare increase or major service change.

The following timeline is a general guideline of the process to receive, consider, and respond to public comment for fare increases and/or major service changes for transit services provided with the assistance of the Federal Transit Administration:

BOARD DIRECTED POLICY

Deadline Action

If No Public Comment Or Request For Public Meeting Is Received

Day 0 Publish Notice of Intent.

Day 15 Open Meeting of Staff on draft fare/service proposal.

Day 20 Publish Notice of Change; transmit Summary of Public Comment.

Day 30 Publish Notice of Provisions; proposed fare/service change becomes effective.

If Public Comment Or Request For Public Meeting Is Received

Day 0 Publish Notice of Intent.

Day 15 Open Meeting of Staff on draft fare/service proposal.

Day 20 Publish Notice of Change; transmit Summary of Public Comment.

Day 30 Public Meeting of Martin County Board of County Commissioners.

Day 40 If approved at Public Meeting, Publish Notice of Provisions;
proposed fare/service change becomes effective.

If Public Meeting Is Tabled

Day 50 Tabled Public Meeting is reheard.

Final action must be taken to adopt or deny proposal.

Day 60 If approved at Tabled Public Meeting, Publish Notice Provisions;
proposed fare/service change becomes effective.

Day 240 If denied, fare or service proposal may be reheard.

Suppression History:

Supression History here

(example: 264 – December 15, 2019)



Agenda Item Summary

File ID: 22-0097

CNST-9

Meeting Date: 10/5/2021

PLACEMENT: Consent

TITLE:

REQUEST APPROVAL OF THE REVISED LIST OF SPECIAL EVENTS REQUIRING ROAD CLOSURE(S) JULY 1, 2021 TO JUNE 30, 2022

EXECUTIVE SUMMARY:

The Board of County Commissioners is asked to approve the revised list of Special Events Requiring Road Closure(s) July 1, 2021 through June 30, 2022.

DEPARTMENT: Public Works

PREPARED BY: **Name:** Angelica Bassetti
Title: Administrative Specialist III

REQUESTED BY: Lukas Lambert, Traffic Engineering Administrator

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The list of Special Events Requiring Road Closure(s) identifies each event, its sponsor, the date the event is held, and the impacted roadway(s).

South Fork High School is asking to change the date of their Homecoming Parade road closure from October 7th to October 21st. The location will not be changed.

The Hobe Sound Chamber of Commerce is asking to change the location of their Chow Down Hobe Sound Food Truck events starting October 8th and ending April 8th (until the 2022 Special Events Requiring Road Closure(s) list is approved and executed). The new proposed road closure location would be starting at the intersection of SE Hercules Avenue and SE Olympus Street moving south along SE Hercules Avenue to the intersection of SE Hercules Avenue and SE Nero Terrace and moving east along SE Nero Terrace and ending at SE Athena Street.

The Hobe Sound Chamber of Commerce is asking to add an additional day of closure on February 4th for the Hobe Sound Festival of the Arts in its same location.

Game on Race Events is asking to add their 2022 Marathon of the Treasure Coast taking place on March 6th to the Special Events Requiring Road Closure(s) list with a proposed road closure on SE

Ocean Boulevard from SE Denver Avenue to SE Balboa Avenue, along with approval from the City of Stuart.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

None

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board approve the Revised List of Special Events Requiring Road Closure(s) July 1, 2021 through June 30, 2022.

ALTERNATIVE RECOMMENDATIONS

Pull this item from the consent agenda to provide staff direction.

FISCAL IMPACT:

RECOMMENDATION

None

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

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SPECIAL EVENTS REQUIRING ROAD CLOSURE(S) JULY 1ST, 2021 - JUNE 30TH, 2022

EVENT	DATE(S)	ROAD(S) IMPACTED	SPONSOR
CHOW DOWN HOBE SOUND FOOD TRUCKS (REVISED LOCATION)	October 8th	SE Hercules Avenue (SE Olympus Street to SE Nero Terrace) SE Nero Terrace (SE Hercules Avenue to SE Athena Street)	Hobe Sound Chamber of Commerce
SOUTH FORK HIGH SCHOOL HOMECOMING PARADE (REVISED DATE)	October 21st	SE Dixie Highway (SE Olympus Street E to SE Bridge Road) SE Bridge Road (SE Hercules Avenue to SE Dixie Highway)	South Fork High School
JENSEN BEACH HIGH SCHOOL HOMECOMING PARADE	October 28th	NE Jensen Beach Blvd (NE Pineapple Ave to NE Indian River Dr) NE Pineapple Ave (NE Jensen Beach Blvd to NE Church St) NE Ricou Terr (NE Pineapple Ave to NE Indian River Dr) NE Church St (NE Pineapple Ave to NE Indian River Dr) NE Indian River Dr (NE Jensen Beach Blvd to NE Church St)	Jensen Beach High School
TRUNK OR TREAT	October 31st	SE Willoughby Blvd (SE Ruhnke Street to SE Monterey Road)	Martin County Sheriff's Office
VETERANS DAY PARADE	November 11th	SE Ocean Blvd (SE Flagler Avenue to SE Amerigo Avenue)	Veterans Council of Martin County

SPECIAL EVENTS REQUIRING ROAD CLOSURE(S) JULY 1ST, 2021 - JUNE 30TH, 2022

EVENT	DATE(S)	ROAD(S) IMPACTED	SPONSOR
CHOW DOWN HOBE SOUND FOOD TRUCKS	November 12th	SE Hercules Avenue (SE Olympus Street to SE Nero Terrace) SE Nero Terrace (SE Hercules Avenue to SE Athena Street)	Hobe Sound Chamber of Commerce
STUART CHRISTMAS PARADE	December 3rd	SE Ocean Boulevard (SE Georgia Avenue to SE Monterey Road)	City of Stuart
HOBE SOUND CHRISTMAS PARADE	December 4th	SE Dixie Highway (SE Federal Highway to SE Bridge Road) SE Bridge Road (SE Dixie Highway to SE Hercules Avenue) SE Olympus Street W (SE Hercules Avenue to SE Venus Street) SE Venus Street (SE Zeus Crescent to SE Dixie Highway)	Hobe Sound Chamber of Commerce
CHOW DOWN HOBE SOUND FOOD TRUCKS	December 10th	SE Hercules Avenue (SE Olympus Street to SE Nero Terrace) SE Nero Terrace (SE Hercules Avenue to SE Athena Street)	Hobe Sound Chamber of Commerce
CHRISTMAS ON THE WATERFRONT	December 18th	SE Dixie Highway (SE Seaward Street to SE Salerno Road) SE Salerno Road (SE Dixie Highway to SE DeSoto Avenue) SE Georges Way (SE Dixie Highway to SE DeSoto Avenue) SE DeSoto Avenue (SE Seaward Street to SE Salerno Road)	Port Salerno Community Promotions

SPECIAL EVENTS REQUIRING ROAD CLOSURE(S) JULY 1ST, 2021 - JUNE 30TH, 2022

EVENT	DATE(S)	ROAD(S) IMPACTED	SPONSOR
JENSEN BEACH FINE ART & CRAFT SHOW	January 8th & 9th	NE Jensen Beach Blvd (NE Pineapple Ave to NE Indian River Dr) NE Maple Ave (NE West End Way to NE Jensen Beach Blvd)	Jensen Beach Chamber of Commerce
CHOW DOWN HOBE SOUND FOOD TRUCKS	January 14th	SE Hercules Avenue (SE Olympus Street to SE Nero Terrace) SE Nero Terrace (SE Hercules Avenue to SE Athena Street)	Hobe Sound Chamber of Commerce
HOBE SOUND FESTIVAL OF THE ARTS (REVISED DATE)	February 4, 5 & 6	SE Dixie Highway (SE Bridge Road to SE Saturn Street)	Hobe Sound Chamber of Commerce
CHOW DOWN HOBE SOUND FOOD TRUCKS	February 11th	SE Hercules Avenue (SE Olympus Street to SE Nero Terrace) SE Nero Terrace (SE Hercules Avenue to SE Athena Street)	Hobe Sound Chamber of Commerce
2022 MARATHON OF THE TREASURE COAST (NEW EVENT)	March 6th	SE Ocean Blvd (SE Denver Avenue to SE Balboa Avenue)	Game on Race Events
CHOW DOWN HOBE SOUND FOOD TRUCKS	March 11th	SE Hercules Avenue (SE Olympus Street to SE Nero Terrace) SE Nero Terrace (SE Hercules Avenue to SE Athena Street)	Hobe Sound Chamber of Commerce

SPECIAL EVENTS REQUIRING ROAD CLOSURE(S) JULY 1ST, 2021 - JUNE 30TH, 2022

EVENT	DATE(S)	ROAD(S) IMPACTED	SPONSOR
ST. PATRICK'S DAY PARADE	March 13th	NE Jensen Beach Blvd (NE Pineapple Ave to NE Indian River Dr) NE Pineapple Ave (NE Jensen Beach Blvd to NE Church St) NE Ricou Terr (NE Pineapple Ave to NE Indian River Dr) NE Church St (NE Pineapple Ave to NE Indian River Dr) NE Indian River Dr (NE Jensen Beach Blvd to NE Church St)	Jensen Beach Chamber of Commerce
CHOW DOWN HOBE SOUND FOOD TRUCKS	April 8th	SE Hercules Avenue (SE Olympus Street to SE Nero Terrace) SE Nero Terrace (SE Hercules Avenue to SE Athena Street)	Hobe Sound Chamber of Commerce



Agenda Item Summary

File ID: 22-0099

CNST-10

Meeting Date: 10/5/2021

PLACEMENT: Consent

TITLE:

ADOPTION OF RESOLUTIONS: APPROVING AND ACCEPTING A DEED FROM MCARTHUR GOLF CLUB, LLC FOR RIGHT-OF-WAY; OPENING SE CONSTITUTION BOULEVARD; AND AUTHORIZING THE INSTALLATION OF STOP SIGNS AT SE CONSTITUTION BOULEVARD AND SE CIRCLE STREET

EXECUTIVE SUMMARY:

At staff's request, McArthur Golf Club, LLC (McArthur) has applied for a Road Opening Permit to open SE Constitution Boulevard from SR-5 (SE Federal Highway) to SE Circle Street in Poinciana Gardens. The road will provide an alternate access for the residents of Poinciana Gardens and will provide McArthur construction access to the recently approved West Golf Course.

DEPARTMENT: Public Works

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

REQUESTED BY:

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

McArthur Golf Club, LLC (McArthur) received approval to construct the West Golf Course and requests construction access to avoid impacts to the golfers on the existing East Golf Course. After reviewing several proposed corridors through Poinciana Gardens, staff suggested McArthur open SE Constitution Boulevard west from SR-5 (SE Federal Highway) to SE Circle Street to use temporarily and ultimately provide the residents of Poinciana Gardens a permanent full access to SE Federal Highway. Currently, Poinciana Gardens residents that travel north must first travel south on SE Federal Highway and turnaround. SE Constitution Boulevard provides full access to the Heritage Ridge residents east of SE Federal Highway. It is anticipated that extending SE Constitution Boulevard across SE Federal Highway will generate enough traffic volume and delay to justify signaling the intersection. If accepted, the right-of-way for SE Constitution Boulevard will be used as a construction access for the West Golf Course until it is ultimately paved by McArthur and a traffic signal is installed on SE Federal Highway by the County.

From SE Circle Street, construction access to the West Golf Course will meander through County

and McArthur properties.

The County owns and maintains the Poinciana stormwater treatment area (Lake McArthur), which is west of SE Circle Street. County crews access Lake McArthur over a somewhat natural and somewhat stabilized shelf along its northern limits. In exchange for its use, McArthur has agreed to stabilize the maintenance shelf.

The property west of Lake McArthur is owned by McArthur and there is a cleared path that leads to the West Golf Course through most of the property. McArthur would like to temporarily stabilize this path and other portions of the property with the understanding that all disturbed properties will be restored to their natural condition upon completion of construction.

McArthur has prepared a sketch and legal description of the right-of-way for the extension of SE Constitution Boulevard and has executed a warranty deed that will be recorded upon the Board of County Commissioners' approval and acceptance. Once accepted, McArthur will begin clearing and stabilizing the construction access from SE Federal Highway to the West Golf Course. The work outside the right-of-way will be performed under approval of the County Administrator, or her designee, through a letter agreement, which will have assurances that all disturbed areas are properly restored and SE Constitution Boulevard is constructed in accordance with County standards and accepted by the County Engineer pursuant to Section 155.38.B, Code of Ordinances, Martin County. SE Constitution Boulevard will be added to the County's inventory and STOP signs on each approach to the intersection of SE Circle Street and SE Constitution Boulevard will be included with the final acceptance of roadway.

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 adopt Resolutions:
 - a. accepting and approving the Warranty Deed for dedication of property from McArthur Golf Course, LLC, a Foreign limited liability corporation, and designating the property as Martin County right-of-way, and authorizing the Chair to execute any and all documents associated with this transaction.
 - b. accepting SE Constitution Boulevard into the County's Road Inventory as publicly owned and publicly maintained upon the issuance of the Road Opening Permit and the County Engineer's acceptance of the construction of the roadways;
 - c. authorizing the installation of STOP signs on the approaches to the intersection of SE Constitution Boulevard with SE Circle Street after the construction of SE Constitution Boulevard is complete.
2. Authorize the County Administrator, or designee, to execute any and all documents associated with the temporary use of the County's property and the applicant's property to gain access to construct the West Golf Course, with assurances that SE Constitution Boulevard is constructed in

accordance with County standards and that all disturbed areas are properly restored.

ALTERNATIVE RECOMMENDATIONS

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

FISCAL IMPACT:

RECOMMENDATION

Maintenance of SE Constitution Boulevard would start 15 to 20 years after the road is paved and accepted.

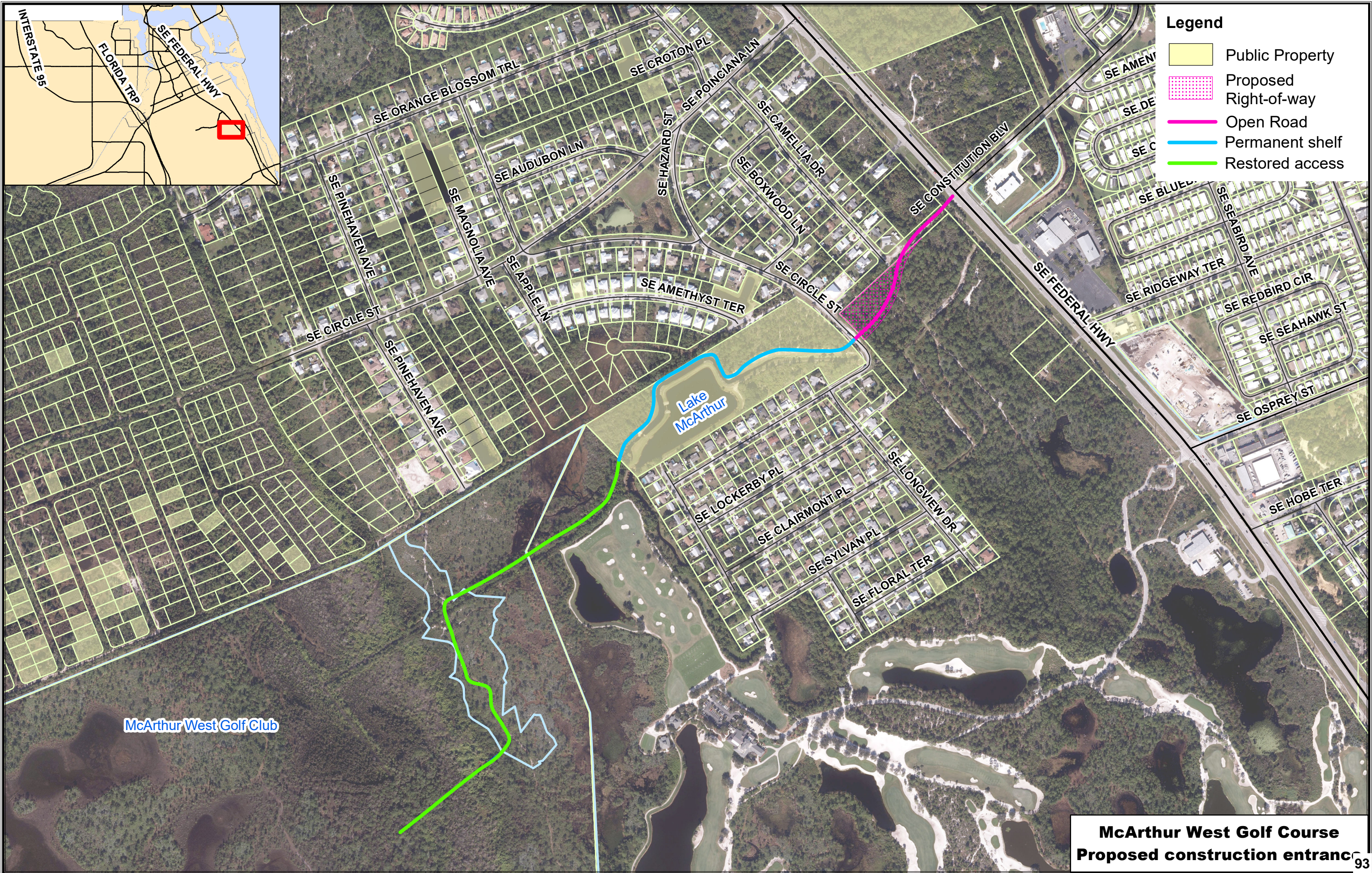
ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

- ☐ Budget Transfer / Amendment ☐ Chair Letter ☐ Contract / Agreement
☐ Grant / Application ☐ Notice ☐ Ordinance ☒ Resolution
☒ Other: **3 Resolutions**

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- Legend**
- Public Property
 - Proposed Right-of-way
 - Open Road
 - Permanent shelf
 - Restored access

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

RESOLUTION NUMBER _____

**ADOPTION OF A RESOLUTION ACCEPTING AND APPROVING A
WARRANTY DEED, AS DEDICATED RIGHT-OF-WAY, FROM MCARTHUR
GOLF COURSE L.L.C.**

WHEREAS, Martin County desires to acquire a parcel in Hobe Sound from McArthur Golf Club, L.L.C., a Foreign Limited Liability Company; and

WHEREAS, by document entitled “Warranty Deed” executed on _____ by McArthur Golf Club, L.L.C., Martin County will acquire the property more particularly described in the attached Exhibit “A”; and

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

WHEREAS, pursuant to Sec. 336.08, Fla. Stat., the Board may designate the property as right-of-way for a public County road by adoption of a resolution.

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

The Martin County Board of County Commissioners hereby accepts and approves a Warranty Deed from McArthur Golf Course, L.L.C. and designates the area as right-of-way for SE Constitution Boulevard.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

Stacey Hetherington, Chair

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

Sarah W. Woods, County Attorney

This instrument prepared by:

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

Project Name: Constitution Blvd. Right of Way addition
Property Address:
PCN:

RECEIVED

SEP 22 2021

PUBLIC WORKS

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 McArthur Golf Club, L.L.C., a Foreign Limited Liability Company, whose address is 777 S. Flagler Drive, Suite 1500, West Palm Beach, Florida 33401 ("Grantor"), to MARTIN COUNTY, a political subdivision of the State of Florida, whose address is 2401 S.E. Monterey Road, Stuart, Florida 34996, ("Grantee").

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

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

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

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

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

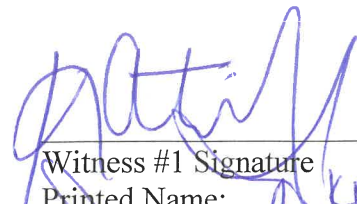
Accepted pursuant to
Resolution No. _____

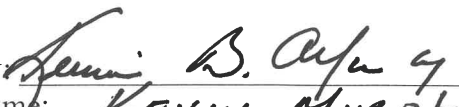
IN WITNESS WHEREOF, the Grantor has executed these presents the day and year first above written.

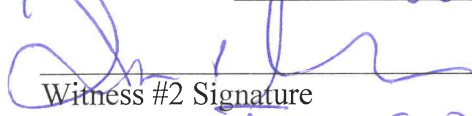
WITNESSES:

GRANTORS:

MCARTHUR GOLF CLUB, L.L.C., a Foreign Limited Liability Company


Witness #1 Signature
Printed Name: KATIE LYNNE EULA

By: 
Name: KEVIN MURPHY


Witness #2 Signature
Printed Name: SAMER CAPO

By: _____
Name: _____

Witness #1 Signature
Printed Name: _____

Witness #2 Signature
Printed Name: _____

STATE OF FL }
COUNTY OF Martin }

The foregoing instrument was acknowledged before me this 21 day of September, 2021 by Kevin Murphy who is the General Manager of McArthur Golf Club, L.L.C, a Foreign Limited Liability Company, (☒) by means of physical presence or () online notarization. He/She is (☒) personally known to me or has produced _____ as identification.

(Affix Notary Seal)





Print Name: Jessica Catanzarite
Commission No.: 66297707
Commission Expires: Feb 03, 2023

EXHIBIT “A”
Legal Description

**DESCRIPTION OF SKETCH
THIS IS NOT A SURVEY**

LEGAL DESCRIPTION:

A 1.608 ACRE, MORE OR LESS, PARCEL OF LAND, DEDICATED TO MARTIN COUNTY FOR RIGHT-OF-WAY PURPOSES, SOUTHERLY OF OCEAN WAY (NOW TO BE KNOWN AS CONSTITUTION BOULEVARD) AND EASTERLY OF CIRCLE DRIVE, AS PLATTED IN POINCIANA GARDENS SECTION 3 & 4, PLAT BOOK 2, PAGE 105, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AND WESTERLY OF U.S. HIGHWAY 1, SAID PARCEL BEING IN A PORTION OF THE MCARTHUR GOLF COURSE AS RECORDED IN OFFICIAL RECORDS BOOK 2931, PAGE 2334, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF CONSTITUTION BOULEVARD AND THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY ROUTE NO.1;

THENCE SOUTH 47°20'57" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY OF CONSTITUTION BOULEVARD, A DISTANCE OF 385.82 FEET TO THE **POINT OF BEGINNING** ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 315.00 FEET, A CENTRAL ANGLE OF 28°52'52", A CHORD BEARING OF SOUTH 14°54'55" WEST, A CHORD LENGTH OF 156.04 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 158.78 FEET TO A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 46°38'02", A CHORD BEARING OF SOUTH 24°01'56" WEST, A CHORD LENGTH OF 296.86 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 305.22 FEET TO A TANGENT;

THENCE SOUTH 47°20'57" WEST, A DISTANCE OF 100.25 FEET TO THE EASTERLY RIGHT-OF-WAY OF CIRCLE DRIVE, SAID TANGENT ALSO BEING A RADIAL LINE TO THE FOLLOWING CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1840.00 FEET, A CENTRAL ANGLE OF 6°16' 23", A CHORD BEARING OF NORTH 44°51'12" WEST, A CHORD LENGTH OF 201.36 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, BEING THE EASTERLY RIGHT-OF-WAY OF CIRCLE DRIVE, A DISTANCE OF 201.46 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF CIRCLE DRIVE AND THE SOUTHERLY RIGHT-OF-WAY OF CONSTITUTION BOULEVARD;

THENCE NORTH 47°20'57" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF CONSTITUTION BOULEVARD, A DISTANCE OF 513.56 FEET TO THE **POINT OF BEGINNING**.

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN, SPECIFICALLY THE SOUTHERLY RIGHT-OF-WAY OF OCEAN WAY (NOW TO BE KNOWN AS CONSTITUTION BOULEVARD), ACCORDING TO THE PLAT OF POINCIANA GARDENS SECTIONS 3 & 4, PLAT BOOK 2, PAGE 105, MARTIN COUNTY, FLORIDA, BEING SOUTH 47°20'57" WEST.
2. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR EXCEPT AS SHOWN HEREON. NO OPINION OF TITLE IS EXPRESSED OR IMPLIED.

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 THIS DOCUMENT.

THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATION:

I 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 SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BRION D. YANCY
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS 7162

DATE OF SIGNATURE

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Bowman
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**MCARTHUR GOLF COURSE
RIGHT-OF-WAY
AN ADDITION TO
CONSTITUTION BOULEVARD**

MARTIN COUNTY

FLORIDA

PROJECT NO. 010751-01-003	REVISED DATE:	DATE: Sep. 17, 2021
CADD FILE: 010751-01-003-EX3	WR NO. 010751	SCALE: N/A
		SHEET 1 OF 2

FILE: P:\010751 - MCARTHUR GOLF CLUB\010751-01-001 (SUR) - MCARTHUR GOLF COURSE\SURVEY\DWG OTHERS\RECEIVED\010751-01-003-EX3

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

RESOLUTION NUMBER _____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
MARTIN COUNTY, FLORIDA, RELATING TO THE ACCEPTANCE OF 1,050
LINEAR FEET OF SE CONSTITUTION BOULEVARD INTO THE COUNTY
ROAD INVENTORY**

WHEREAS, a Road Opening Permit application was submitted to open a portion of SE Constitution Boulevard; and

WHEREAS, a Warranty Deed as recorded in the Official Record Book _____, Page _____ of the public records of Martin County created the road right-of-way for the portion of SE Constitution Boulevard, which is the subject of this request; and

WHEREAS, all conditions precedent to the acceptance of 1,050 linear feet of road within public right-of-way into the Martin County Road Inventory will be met or fulfilled prior to the issuance of the Road Opening Permit; and

WHEREAS, the applicant agrees to construct the roadway improvements in full compliance with the permitted construction plans and specifications under the supervision of applicant's Engineer and upon completion, the applicant's Engineer shall furnish an Engineer's Certification of Construction Completion to the County Engineer for acceptance; and

WHEREAS, Martin County will maintain the proposed road, sidewalk, and stormwater management system upon completion of its construction.

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

Upon the County Engineer's acceptance of the Certification of Construction Completion, the Board of County Commissioners of Martin County, Florida hereby accepts 1,050 linear feet of SE Constitution Boulevard as a minor collector from SE Circle Street to SR-5 (US-1 / SE Federal Highway) into the Martin County Road Inventory as publicly owned and publicly maintained road right-of-way.

(Remainder of this page left intentionally blank)

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

Stacey Hetherington, Chair

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

Sarah W. Woods, County Attorney

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

RESOLUTION NUMBER _____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
MARTIN COUNTY, FLORIDA, RELATING TO THE INSTALLATION OF
STOP SIGNS ON SE CIRCLE STREET AT ITS INTERSECTION WITH SE
CONSTITUTION BOULEVARD**

WHEREAS, pursuant to Sec. 316.008(b), Fla. Stat., this Board is authorized to regulate the streets, highways, and bridges within its jurisdiction, including regulating traffic by means of official traffic control devices; and

WHEREAS, Martin County has adopted the Manual of Uniform Traffic Control Devices; and

WHEREAS, SE Circle Street is a County-owned and County-maintained local roadway and SE Constitution Boulevard is a County-owned and County-maintained minor collector; and

WHEREAS, the County Engineer has determined that the intersection of the roadways warrants a multi-way STOP condition.

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

- A. With the appropriate public notification, STOP signs shall be added on each approach to the intersection of SE Constitution Boulevard and SE Circle Street prior with the opening of SE Constitution Boulevard; and
- B. The Public Works Department is hereby directed to notify the Martin County Sheriff's Office of this resolution; and
- C. All previous resolutions related to the traffic control on SE Circle Street are hereby deemed null and void.

(Remainder of this page left intentionally blank)

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

Stacey Hetherington, Chair

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

Sarah W. Woods, County Attorney



Agenda Item Summary

File ID: 22-0054

PH-1

Meeting Date: 10/5/2021

PLACEMENT: Public Hearings

TITLE:

PROPOSED MARTIN COUNTY TRICO SETTLEMENT OF THE LAWSUIT LINDA ROBERTS V. MARTIN COUNTY AND STEVE'S ROOFING, INC.

EXECUTIVE SUMMARY:

In accordance with the Procedures for Settlement of TRICO Cases established by the Board of County Commissioners, the public is provided an opportunity to comment on the proposed court case settlement in the case of Linda Roberts v. Martin County Board of County Commissioners and Steve's Roofing, Inc., Case No. 432017CA000670. The case arose from a sidewalk that plaintiff alleged had not been properly maintained by the County. The County is self-insured and TRICO (our insurance pool) assigned counsel to the matter. The case did not get settled at mediation, but plaintiff accepted a Proposal of Settlement the County filed.

DEPARTMENT: Administration

PREPARED BY: **Name:** Carolyn Brada
Title: Risk Management Analyst

REQUESTED BY:

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The following facts were provided from Relation Insurance Services, Martin County's (County) third-party administrator for our self-insured program: Ms. Roberts was walking on the sidewalk on NE Martin Avenue in Jensen Beach. The plaintiff alleged that the sidewalk slab was cracked, and Ms. Roberts tripped and fell to the ground. Ms. Roberts filed a personal injury lawsuit against Martin County and Steve's Roofing, Inc.

A public hearing on this proposed settlement is required by the Procedures for Settlement of TRICO Cases adopted by the Board. Any proposed settlement of a TRICO court case where the County is a defendant, involving an amount in excess of \$5,000 must be considered at a public hearing prior to TRICO and the County finalizing the agreement. Following the public hearing, County staff will notify the appropriate parties that the Board has completed the process required by the Procedure for TRICO Settlements, which includes a public hearing allowing for comment by any members of the public as well as comment by any member of the Board. The settlement is fully funded by TRICO.

ISSUES:

Pursuant to the Procedures for Settlement of TRICO Cases adopted by the Board, the Board is required to conduct a public hearing concerning the proposed settlement agreement.

LEGAL SUFFICIENCY REVIEW:

Attorney James O. Williams Jr. was assigned as counsel for this case and represented the County during settlement discussions. It is the recommendations of TRICO and Mr. Williams that this settlement is in the best interests of the County.

RECOMMENDED ACTION:

RECOMMENDATION

1. Move that the Board conduct the public hearing and receive public comment on the proposed settlement by any member of the public and any member of the Board of County Commissioners.
2. Move that the Board direct staff to notify TRICO that the Procedures for Settlement of TRICO Cases have been completed and the settlement should be finalized.

ALTERNATIVE RECOMMENDATIONS

None

FISCAL IMPACT:

RECOMMENDATION

At the time when the County was placed on notice that there would be a possible liability claim, TRICO placed monies into a reserve for the possible settlement. The settlement amount is within the reserves that were established for this case.

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

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MARTIN COUNTY SETTLEMENT

Claimant: Linda Roberts
Court Case: 432017CA000670 Linda Roberts v Martin County Board of
County Commissioners and Steve's Roofing, Inc

Nature of Claim: General liability

Facts of Case: Ms. Roberts tripped and fell over cracked sidewalk, resulting in
serious injuries.

The case did not get settled at mediation. However, the plaintiff
accepted a Proposal of Settlement the County filed.

Settlement Amount: \$20,000



Agenda Item Summary

File ID: 22-0008

PH-2

Meeting Date: 10/5/2021

PLACEMENT: Public Hearings

TITLE:

LEGISLATIVE PUBLIC HEARING TO CONSIDER TRANSMITTAL OF COMPREHENSIVE PLAN AMENDMENT (CPA) 21-16 PROPERTY RIGHTS

EXECUTIVE SUMMARY:

This is a request to create a Property Rights Element in the Comprehensive Growth Management Plan and amend any other chapters necessary for consistency.

DEPARTMENT: Growth Management

PREPARED BY: Name: Clyde Dulin, AICP

Title: Comprehensive Planning Administrator

REQUESTED BY: Board of County Commissioners

PRESET:

PROCEDURES: Plan Amendment

BACKGROUND/RELATED STRATEGIC GOAL:

In accordance with Sections 163.3174(4)(a) and 163.3184(3)(c)1 and (11), Florida Statutes (FS), all Comprehensive Plan amendments require three public hearings. The first public hearing for this Plan amendment was conducted before the Local Planning Agency on September 16, 2021. This is the second public hearing at which time the Board of County Commissioners determines whether to transmit or not transmit the Plan amendment to the State Land Planning Agency and other state and regional reviewing agencies.

Upon transmittal, Section 163.3184, FS, requires state and regional reviewing agencies to provide comments to the County regarding any impacts to important state resources and facilities. The state and regional reviewing agencies must provide their comments, if any, to Martin County within 30 days of the agency receipt of the amendments. If comments are received regarding impact to state resources and facilities, they must be addressed prior to adoption of the Plan amendment. Failure to successfully address impacts to state resources and facilities may form the basis for a challenge to the amendment after adoption.

The adoption public hearing is the third required public hearing. Pursuant to Section 163.3184(3)(c)1 and (11), FS, Martin County must hold the adoption public hearing within 180 days after the receipt of reviewing agency comments. If Martin County fails to hold an adoption public hearing, the amendment is deemed withdrawn unless extended by agreement and notice to the State Land

Planning Agency and any affected party that provided comments on the amendment. If the Plan amendment is adopted, Martin County has 10 days to send the amendment adoption package to the State Land Planning Agency. The State Land Planning Agency has 5 days to determine whether the amendment adoption package complete.

If an affected party challenges the adoption of a plan amendment, the petition must be filed within 30 days of the adoption date of the amendment. If the State Land Planning Agency challenges the adoption of a Plan amendment, the petition must be filed within 30 days of the completeness determination by the State Land Planning Agency.

ISSUES:

Please see the attached staff report for analysis of the proposed amendment.

LEGAL SUFFICIENCY REVIEW:

Decisions approving or rejecting proposed Plan amendments constitute legislative actions because they involve the policymaking function of the BCC. They are different from rezoning and site plan decisions which are quasi-judicial actions involving the application of general rules of policy to specific situations. If approval of a Plan amendment is challenged by an affected person, the approval will be sustained if it complies with Florida Statutes regarding (1) procedural requirements (e.g. proper notice, public hearing), and (2) substantive requirements (e.g. adequate data and analysis, internal consistency). The fairly debatable standard is applicable to the review and requires judicial approval of a BCC approval if reasonable persons could differ as to the propriety of the decision. For example, if a petitioner were to claim that an amendment adopted a provision that was not consistent with an existing provision of the Comprehensive Plan, the court would strike down the amendment only if the court found no reasonable person would think that the provisions are consistent. If approval of a Comprehensive Plan amendment is challenged, the process for administrative review will be as provided in Section 163.3184(5), FS.

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board approve transmittal of CPA 21-16, Property Rights to the State Land Planning Agency and other state and regional reviewing agencies.

ALTERNATIVE RECOMMENDATIONS

Move that staff provide additional information and continue the item to a future date.

FISCAL IMPACT:

RECOMMENDATION

Staff time.

ALTERNATIVE RECOMMENDATIONS

Staff time.

DOCUMENT(S) REQUIRING ACTION:

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

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PROPOSED AMENDMENT TO THE MARTIN COUNTY COMPREHENSIVE PLAN

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REQUEST NUMBER: CPA 20-16 Property Rights Element

Report Issuance Date: September 7, 2021

APPLICANT: Martin County Board of County Commissioners

REPRESENTED BY: Paul Schilling
Director, Growth Management Department

PLANNER-IN-CHARGE: Clyde Dulin, Comprehensive Planning Administrator
Growth Management Department

<u>PUBLIC HEARINGS</u>	<u>Date</u>	<u>Action</u>
Local Planning Agency:	September 16, 2021	
BCC Transmittal Hearing:	October 5, 2021	
BCC Adoption Hearing:	TBD	

APPLICANT REQUEST: A text amendment to the Comprehensive Growth Management Plan (CGMP), to create a property rights element in compliance with Chapter 2021-195, Laws of Florida.

STAFF RECOMMENDATION:

Staff recommends approval of creating a new Chapter 19, Property Rights as well as amending Chapter 1 Preamble and Chapter 2, Overall Goals and Definitions.

EXECUTIVE SUMMARY

On June 29, 2021 the Governor signed House Bill 59, now codified into law as Chapter 2012-195, Laws of Florida. The legislation requires each local government in the State to adopt a property rights element into its comprehensive plan. The Board adopted the attached resolution to initiate a text amendment to any chapters of the Comprehensive Growth Management Plan necessary to create a property rights element and to any other chapters of the Plan necessary for consistency. In addition to the draft Property Rights Element, staff has reviewed Chapters of the Plan for internal consistency and recommended changes are discussed for Chapter 1, Preamble and Chapter 2, Overall Goals and Definitions.

ISSUES:

- A. The statement of rights found in Chapter 2012-195, Laws of Florida, will be codified in Section 163.3177, Florida Statutes and must be placed in local Comprehensive Plans “to ensure that private property rights are considered in local decision making.”

“In accordance with the legislative intent expressed in ss. 163.3161(10) and 187.101(3) that governmental entities respect judicially acknowledged and

constitutionally protected private property rights, each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decision making.”

The language quoted above cites existing Section 163.3161(10), Florida Statutes:

“(10) It is the intent of the Legislature that all governmental entities in this state recognize and respect judicially acknowledged or constitutionally protected private property rights. It is the intent of the Legislature that all rules, ordinances, regulations, comprehensive plans and amendments thereto, and programs adopted under the authority of this act must be developed, promulgated, implemented, and applied with sensitivity for private property rights and not be unduly restrictive, and property owners must be free from actions by others which would harm their property or which would constitute an inordinate burden on property rights as those terms are defined in s. 70.001(3)(e) and (f). Full and just compensation or other appropriate relief must be provided to any property owner for a governmental action that is determined to be an invalid exercise of the police power which constitutes a taking, as provided by law. Any such relief must ultimately be determined in a judicial action.”

The existing language, quoted above, describes the legislative intent for all governmental entities. However, the new statutory requirement emphasizes “each local government **shall** include in its comprehensive plan a property rights element to **ensure** that **private property rights are considered in local decision making.**” To emphasize the legislative intent, the words “considered in local decision making” appear twice.

Chapter 2021-195, attached, represents the necessary data and analysis supporting the adoption of Chapter 19, Property Rights. Staff has also reviewed text in other chapters of the Plan for internal consistency and recommends changes to Chapter 1, Preamble and Chapter 2, Overall Goals and Definitions. No changes are proposed to Chapters 3 through 18.

- B. Chapter 1, Preamble is unlike most of the other chapters that describe the specific policy requirements for land development. The Preamble describes the very purpose of the Plan. It introduces the reader to the chapters of the Plan and the basis for decision making throughout the Plan. Thus Chapter 1 is the appropriate place to reference Chapter 19 and the new State requirement that local decision making consider private property rights. Chapter 1 also requires internal consistency between the various Elements of the Plan.

For example, Section 1.6. Consistency of Elements and Policies, contains the following proposed text:

“All elements of the CGMP shall be consistent and coordinated with policies of other local governments; the Martin County School Board; Treasure Coast Regional Planning Council; South Florida Water Management District; **state** and federal governments; and other public agencies charged with significant responsibilities for land management and resource conservation. The County may adopt provisions that are more restrictive than those of other local governments and regional, state and federal agencies.” However, Martin County shall ensure that private property rights are considered in local decision making consistent with Chapter 19, Property Rights.

The underlined text proposed for Section 1.6 provides internal consistency with Chapter 19 and it counter-balances the potential for policies that are more restrictive than regional, state and federal agencies. Staff also recommends a clarifying change to the last sentence in Section 1.3., Legal Status.

C. Chapter 2, Overall Goals and Objectives.

Text similar to the amendments proposed for Chapter 1 is proposed for Section 2.1 of Chapter 2. The existing text quoted below refers to planning decisions and what those decisions are based upon. The underlined text is proposed to include the requirement that local decision making consider property rights.

“Martin County has been proclaimed a 'Sustainable County' by the state land planning agency. Sustainable means meeting the needs of the present without compromising the ability of future generations to meet their needs. All planning decisions made by the County shall be based upon a consideration of impacts on the ecology, quality of life and fiscal sustainability of such actions, including the long term cumulative impacts.” Additionally, Martin County shall ensure that private property rights are considered in local decision making consistent with Chapter 19, Private Property Rights.

D. Staff also recommends deleting some of the Objectives and Policies under the Overall Goals found in Chapter 2. The Goals, Objectives and Policies in Chapter 2 attempt to “summarize Goals, Objectives and Policies in other parts of the Plan.” This summarizing of Objectives and Policies in the other 16 chapters requires also determining what policies are stricter. The following text from Section 1.6 must be considered whenever Plan policies or Land Development Regulations are amended.

“Where one or more policies diverge, the stricter requirement shall apply. Where a subject is addressed by two or more provisions of the Comprehensive Plan, all provisions apply, and the stricter provision shall prevail to the extent of the conflict. Plan policies addressing the same issue shall be considered consistent when it is possible to apply the requirements of both policies with the stricter requirements governing.”

Reducing duplication within the Plan reduces the need to determine which policy is stricter and how it will prevail. This will also reduce the potential for conflict with Chapter 19, Property Rights.

FIGURES/ATTACHMENTS

- Draft of Chapter 19, Property Rights Element
- Draft changes to Chapter 1, Preamble.
- Draft changes to Chapter 2, Overall Goals and Objectives
- Resolution 21-8.22 initiating an amendment to the Comprehensive Growth Management Plan.
- Chapter 2021-195
- Notice from the Department of Economic Opportunity
- Notice of Public Hearing.

Chapter 19 PROPERTY RIGHTS ELEMENT

Adopted:	<u>September xx, 2021</u>	<u>By Ordinance No. xxxx</u>

Acronyms used in this chapter:

Section 19.1 Background

Section 163.3177(6)(i), Florida Statutes, requires that each local government include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decision making.

Section 19.2. Goal, Objective and Policies.

Goal 19.1. To respect judicially acknowledged and constitutionally protected private property rights.

Objective 19.1A. Ensure that private property rights are considered in local decision making.

Policy 19.1A.1. The following rights shall be considered in local decision making:

- (1) The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
- (2) The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law, the Martin County Comprehensive Growth Management Plan and the Martin County Land Development Regulations.
- (3) The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
- (4) The right of a property owner to dispose of his or her property through sale, or gift.

Chapter 1 PREAMBLE

Adopted:	February 20, 1990	By Ordinance No. 373
Amended:	September 12, 1995	By Ordinance No. 477
Amended:	August 22, 2000	By Ordinance No. 577
Amended:	December 16, 2009	By Ordinance No. 843
Amended:	August 13, 2013	By Ordinance No. 938
Amended:	July 8, 2014	By Ordinance No. 957
Amended:	September 9, 2014	By Resolution No. 14-9.6
Amended:	May 24, 2016	By Ordinance No. 997
Amended:	August 22, 2017	By Ordinance No. 1033
Amended:	February 27, 2018	By Ordinance No. 1047
Amended:	December 11, 2018	By Ordinance No. 1087

Acronyms used in this chapter:

EDR	Office of Economic and Demographic Research
CGMP	Comprehensive Growth Management Plan
F.S.	Florida Statutes
PUD	Planned Unit Development

Section 1.1. Purpose

The Martin County Comprehensive Growth Management Plan (CGMP) has been prepared pursuant to Florida Statutes (F.S.) Chapter 163, Community Planning Act; Chapter 125, County Government; and Article VIII Florida Constitution. The purposes of the CGMP are:

- (1) To implement and strengthen the comprehensive planning process, and
- (2) To protect and restore natural and manmade resources and maintain the character, stability and quality of life for present and future County residents, and
- (3) To allow only orderly growth and development that achieves the purposes listed in this subsection, and
- (4) To achieve and maintain conservative prudent fiscal management, and
- (5) To set out goals, objectives, policies, and procedures Martin County has adopted and to require that they be strictly followed when conducting the county's business.

The Comprehensive Growth Management Plan may be amended pursuant to F.S. Chapter 163, Chapter 125, Article VIII, Florida Constitution, the requirements of this Plan, and any other applicable authority.

Section 1.2. Scope

Martin County has been proclaimed a 'Sustainable County' by the state land planning agency. Sustainable means meeting the needs of the present without compromising the ability of future generations to meet their needs. All planning decisions made by the County shall be based upon a consideration of impacts on the ecology, quality of life, and fiscal sustainability of such actions including the long term cumulative impacts.

1.2.A. The CGMP is intended to permit Martin County to:

- (1) Preserve and enhance present advantages;
- (2) Encourage the most appropriate use of land, water and other resources consistent with the public interest;
- (3) Overcome present handicaps; and
- (4) Deal effectively with future problems that may result from the use and development of land in Martin County's jurisdiction.

1.2.B. It is further intended that, through the comprehensive planning process, Martin County shall:

- (1) Preserve, promote, protect and improve public health, safety, comfort, good order, appearance, convenience, law enforcement and fire prevention, and general welfare;
- (2) Prevent overcrowding of land and avoid undue concentration of population;
- (3) Facilitate adequate cost effective and efficient provision of services, including transportation, potable water distribution, wastewater collection and treatment, schools, libraries, parks and recreation, housing and other community services;
- (4) Conserve and protect natural resources within Martin County, allowing their development only when consistent with all goals, objectives and policies of this Plan;
- (5) Encourage and ensure cooperation and coordination in planning and development activities between and among Martin County, its citizens and property owners; other local governments; regional agencies; and the state and federal governments; and
- (6) Protect taxpayers by requiring conservative and prudent fiscal management and a financially feasible CGMP which ensures and requires that development pay for itself, rather than being subsidized by taxpayers.

Section 1.3. Legal Status

The CGMP shall have the maximum legal status consistent with Florida law and all land development shall be consistent with this Plan. The requirements of this Plan shall not be interpreted or applied in a manner inconsistent with state law. Nothing in this Plan is intended to deny any person due process of law or to take private property without just compensation. If any person believes that the regulations of this Plan as applied to his or her property result in a taking of the property for public use without just compensation, they may appeal for relief to the Board of County Commissioners, which may grant such relief **only when, and to the extent to which, such appeal demonstrates that relief is necessary to prevent a violation of statutory or Constitutional private property rights.**

Section 1.4. Comprehensive Basis

The scope of the Comprehensive Growth Management Plan includes the following elements:

- Chapter 1, Preamble;
- Chapter 2, Overall Goals and Definitions;
- Chapter 3, Intergovernmental Coordination;
- Chapter 4, Future Land Use;
- Chapter 5, Transportation;

- Chapter 6, Housing;
- Chapter 7, Recreation;
- Chapter 8, Coastal Management;
- Chapter 9, Conservation and Open Space;
- Chapter 10, Sanitary Sewer Services;
- Chapter 11, Potable Water Services;
- Chapter 12, Solid and Hazardous Waste;
- Chapter 13, Drainage and Natural Groundwater Aquifer Recharge;
- Chapter 14, Capital Improvements;
- Chapter 15, Economic;
- Chapter 16, Arts, Culture and Historic Preservation; and
- Chapter 17, Public Schools Facilities; -
- Chapter 18, Community Redevelopment; and
- Chapter 19, Property Rights.

Section 1.5. Economic Principles

A principal goal of Martin County is to promote balanced, orderly, sustainable economic growth by creating and promoting an economic environment that will enhance prosperity for all communities and citizens of the County. The CGMP is based on the statements of economic principles in sections 1.5.A. through 1.5.G. Our environment and quality of life are the foundations for Martin County's economy. Protecting both, while providing for orderly growth and development, is fundamental to our success in maintaining a strong and vibrant economy that is free from over development.

- 1.5.A. Martin County shall provide for fairness, efficiency, and predictability in its actions in order to provide a healthy business climate. All future amendments or development orders related to economic development, in addition to all other amendments and development orders, must be consistent with the goals, objectives and policies of this Plan.
- 1.5.B. A high quality public school system is essential to quality economic growth and should be encouraged. The County shall continue to work with the School Board to coordinate expected population growth and school capacity and to assure that growth is managed so that it does not cause or contribute to overcrowded or inadequate schools.
- 1.5.C. The County's employment base reflects the County's role in the area-wide economy. The major employment generating activities are retail trade and services, healthcare, construction, education, agriculture, manufacturing, and accommodation and food service.
- 1.5.D. Protection of the quality of life and the environment in Martin County is a critical factor in economic growth and sustainability. Martin County shall maintain a long-term commitment to improve land, and water quality, to improve water management plans and practices and to protect and restore environmental resources. All development shall recognize that potable water is a limited resource and that the most economical source is water from the surficial aquifer. Failure to protect either the shallow aquifer or the Floridian aquifer from excess water withdrawals and pollution will affect future growth and sustainability and

will negatively impact natural resources. The County will use its land use authority under Chapter 163 F.S. to protect water resources, consistent with state law.

- 1.5.E. The CGMP and the planning process are to be used for managing short-term and long-term growth pressures and the conservation of natural resources. Conservative fiscal policies should be a major public consideration underlying the development review process to ensure that (1) funding for adequate public facilities is available concurrently with approval of new development and (2) County policies facilitate efficient and cost-effective provision of services. The County shall formulate and carry out fiscal management policies and practices including the imposition of impact fees appropriate to ensure fiscal sustainability.
- 1.5.F. Martin County will continue to coordinate with the private sector in determining the appropriate location, timing, scale and intensity of development. Economic development proposals shall be reviewed in terms of the goals, objectives and policies set forth in the Economic Element in order to provide for economic opportunities in compliance with existing and proposed ordinances designed to carry out these objectives.
- 1.5.G. It is anticipated that the County's economy will continue to be affected by external factors that are uncontrollable at the local level. These factors produce uncertainty and lead to fluctuations in levels of unemployment and income. External factors include the:
- (1) National economy, including the cost-of-living index;
 - (2) Gross national product and other economic performance indicators;
 - (3) Unexpected long-term or short-term shortages in natural resources; and
 - (4) Unanticipated technological changes that make some economic enterprises less competitive or obsolete.

The impact of these external factors will limit the County's ability to achieve desired economic goals.

Section 1.6. Consistency of Elements and Policies

All elements of the CGMP shall be consistent and coordinated with policies of other local governments; the Martin County School Board; Treasure Coast Regional Planning Council; South Florida Water Management District; state and federal governments; and other public agencies charged with significant responsibilities for land management and resource conservation. The County may adopt provisions that are more restrictive than those of other local governments and regional, state and federal agencies. **However, Martin County shall ensure that private property rights are considered in local decision making consistent with Chapter 19, Property Rights.**

Amendments shall be deemed consistent with the intent of the Plan when land uses, densities or intensities, and environmental protection measures further the goals, objectives and policies of this Plan. Where one or more policies diverge, the stricter requirement shall apply. Where a subject is addressed by two or more provisions of the Comprehensive Plan, all provisions apply, and the stricter provision shall prevail to the extent of the conflict. Plan policies addressing the same issue shall be considered consistent when it is possible to apply the requirements of both policies with the stricter requirements governing.

Section 1.7. Supporting Data

The CGMP shall be based on analysis of the best available data on past trends, existing characteristics and future projections of the County's population, housing, land use and economic and natural resources. These data shall be maintained as public information filed in the Growth Management Department. The data shall be updated as required by state statute, and local ordinance.

Various elements of the CGMP—such as Future Land Use, Housing, and Capital Improvements—are directly based on population data. The appropriate resident and seasonal population figures are critical to the local

government in assessing future needs for housing units, the adequacy of housing supply, and the need for services and facilities.

1.7.A. *Population estimates.* Assumptions used in the CGMP are based on Martin County population estimates and projections. These in turn are based on the Office of Economic and Demographic Research (EDR) estimates and projections.

The following standards shall be used in calculating population projections through a Population Technical Bulletin adopted annually by the County Commission:

- (1) Methodology must be clear and available for public review. Any change in methodology must be approved by the County Commission prior to the preparation of the report.
- (2) The base data for population estimates and projections comes from the U.S. Decennial Census. In between decennial Census years, the Office of Economic and Demographic Research (EDR) provides annual updates to the estimates and projections. In the years in between the decennial Census, the permanent population estimates and projections provided by EDR shall be used in the annual update to the Population Technical Bulletin to project permanent and seasonal population for the planning horizon of the Plan.
- (3) Municipal permanent population shall be subtracted from total county permanent population to arrive at the estimate for total permanent population for the unincorporated area. The Population Technical Bulletin shall show what portion of the permanent population is housed in residential housing units.
- (4) Peak population in residential housing units and peak population for level of service determination shall be calculated as outlined in Sections 1.7.D. and 1.7.E., CGMP. below.
- (5) See Chapter 2 for definitions of population terms used in the text of the Plan.

1.7.B. *Housing unit demand projection.* Projections of housing demand are based on expected increases in permanent population and shall be based on calculations described below:

- (1) The demand for future residential housing units in the unincorporated area shall be based on the percentage increase in permanent population projected by the Population Technical Bulletin.
- (2) Occupied housing units (HO) are classified by the census as those residential housing units in use by permanent population.

Vacant seasonal housing units (HS) are classified as those residential housing units that are seasonally occupied by residents who spend less than six months of the year in Martin County. American Community Survey Data shall be used as source data between Decennial Census years.

- (3) Peak population in residential housing is served by housing units in actual use (HU).
Housing units in actual use (HU) equals the occupied housing units (HO') plus vacant seasonal housing units (HS).
$$HU = HO + HS$$
- (4) Vacant housing not in seasonal use shall not be used in calculating housing unit demand, but shall be used in calculating supply. Hotel/motel units shall not be used in calculating residential housing demand.
- (5) The projected demand for housing units in the future shall be determined by dividing the projected, permanent population (housing), as defined in Chapter 2 by the permanent population (housing) identified. American Community Survey Data shall be used as source data between Decennial Census years.

Projected permanent population (housing)/Permanent population (housing)= percentage increase in demand.

- (6) This percentage increase in demand multiplied by the housing units in actual use (HU) equals the projected residential housing unit need in the future period. American Community Survey Data shall be used as source data between Decennial Census years.

Percentage increase in demand × HU = projected housing unit demand.

- (7) The eastern Urban Service District and the Indiantown Urban Service District shall be considered separately.

1.7.C. *Residential capacity calculations.* Residential capacity represents the capacity for residential development within each of the urban service districts to meet the projected population needs for the 15 year planning period. The calculation of residential capacity within each of the urban service districts shall include:

- (1) Vacant property that allows residential use according to the Future Land Use Map. The maximum allowable density shall be used in calculating the number of available units on vacant acreage. For the purpose of this calculation, the maximum allowable density for wetlands shall be one-half the density of a given future land use designation.
- (2) Subdivided single family and duplex lots. The following lot types shall be included in the residential capacity calculation:
 - (a) Vacant single family or duplex lots of record as of 1982 developed prior to the County's tracking of development approvals.
 - (b) Vacant single family or duplex lots of record platted after 1982.
- (3) Potential for residential development in Mixed Use Overlays.
- (4) Excess vacant housing not in use by permanent or seasonal residents. Excess vacant housing is a vacancy rate higher than 3% of the number of housing units in actual use. American Community Survey Data shall be used as source data between Decennial Census years.
- (5) The eastern Urban Service District and the Indiantown Urban Service District shall be considered separately.

1.7.D. *Peak population in residential housing units for the unincorporated area.* The number of residents living in residential housing units for more than six months of the year, and the number of occupants of residential housing who spend less than six months in Martin County equals peak population (housing). It is calculated by adding permanent population (housing) and the seasonal population (housing) to determine the total demand for residential housing units.

1.7.E. *Peak and weighted average population for Level of Service determination (LOS).* Peak and weighted average population for LOS for library collections, corrections, solid waste, and bicycle and pedestrian pathways as outlined in Chapter 14 shall be calculated as follows:

- (1) Permanent population for the unincorporated area including prisoners and group homes, shall be derived from EDR.
- (2) Seasonal population (facility) for the unincorporated area shall include seasonal population (housing) plus part-time inhabitants who use, or may be expected to use, public facilities or services, but are not residents. This includes tourists, migrant farm workers, and other short- term and long term visitors. Hotel motel population in the peak five months of the year for the unincorporated area shall be

determined by using hotel occupancy data and hotel bed tax collections to estimate the average number of vacationers.

- (3) Permanent population plus seasonal population (facility) in the peak five months of the year shall equal the peak population (facility) for the unincorporated area. This data is then used to determine weighted average population for LOS determination.
- (4) The weighted average population assumes that five months of the year are peak population and the remaining seven are permanent. The permanent and peak populations are weighed accordingly to produce the weighted average population estimates. This is done by multiplying the appropriate permanent population by seven, and the appropriate peak population by five, and dividing the total by twelve.
- (5) Estimates and projections for the peak population and the weighted average population shall be calculated for countywide population and for unincorporated area population.

1.7.F. Every five years the staff shall analyze previous projections to determine the accuracy of the methodology and improve on it for future projections.

Section 1.8. Continuing Evaluation

The Martin County Growth Management Department shall prepare periodic reports on the effectiveness and adequacy of the CGMP.

1.8.A. *Criteria for continuing evaluation of CGMP elements.* The following criteria shall be used in evaluating the effectiveness of each element of the Comprehensive Growth Management Plan:

- (1) *The impact of change indicators for each plan element.* The policy implications of major changes in distribution or characteristics of population, housing, land uses, natural resources, public facilities, consumer demand/supply, and capital and infrastructure needs is evaluated continuously and shall serve as indicators of changes in public needs. County staff routinely present reports and studies to the County Commission. The County shall establish or refine appropriate public policies and strategies as needed to remain responsive to evolving problems and issues reflected by significant shifts in economic, social and physical change indicators.
- (2) *Scheduling, budgeting and implementation of programmed activities.* The timely scheduling, budgeting, and implementation of activities identified in the individual elements shall be evidence of the County's effectiveness in executing a systematic program for implementing the adopted goals, objectives and policies that comprise each element of the CGMP.
- (3) *Coordination with the public and private sectors.* While continually implementing and evaluating the CGMP's policies and programs, the County shall maintain a system of intergovernmental coordination with the full range of private sector interests concerned with growth management and resource conservation. The County Administrator shall be responsible for maintaining this system.
- (4) *Effective resolution of growth management and resource conservation problems and issues.* The effectiveness of the CGMP elements shall be measured by the County's success in accomplishing its goals, objectives and policies.

Section 1.9. Public Participation

The Local Planning Agency and the Board of County Commissioners shall continue to provide for public participation in the comprehensive planning process. The County shall provide for broad dissemination of proposals and alternatives, opportunity for written comments, public hearings with open discussion,

communications programs, information services, and consideration of and response to public comment. Unless prohibited by law, the public shall have the right to speak and to ask questions at all meetings and workshops of the County Commission and the LPA at which amendments to the CGMP or Land Development Regulations or the approval of Development Orders are being considered. The Commission may, by resolution, set reasonable time limits on presentations by each speaker.

For Future Land Use Map changes, text changes to the CGMP applicable to a single property, or zoning changes, in addition to the notice requirements of state law and other elements of this Plan, signs shall be placed in the right of way and notice shall be as provided for a zoning district change. All published notices shall provide sufficient information for the public in accordance with Florida Statutes.

Where a material change is made in the amendment, new notification and advertising shall be required prior to any public hearing on a vote on the amendment to reflect such change. A material change includes any change to the allowable uses, densities or intensities, development standards, extent of development allowances or infrastructure or preservation requirements, deadlines for payment of fees, completion of work or similar substantive matters, or other substantive aspect of development that may increase the impact of the amendment, including those related to financial obligations.

1.9.A. Citizens Planning Bill of Rights. This section establishes additional requirements for Future Land Use Map Amendments (FLUM) in Martin County. All Comprehensive Plan Amendments related to FLUM changes shall comply with the following requirements:

Citizen Participation—Applicants must notify, by mail and newspaper, impacted property owners, property owners associations and home owners associations within 1,000 feet of the development site boundaries as required for development applications by the Land Development Regulations. For projects outside the Urban Service Districts, the distance required for notification shall be 2,500 feet. The Growth Management Department shall verify that proper notification and advertising occurred as required by the LDRs.

Neighborhood Participation—Notice shall be given of the application to any neighborhood association representing landowners or residents within 1,000 feet of the subject property. For projects outside the boundaries of the urban service districts, the distance required for notification shall be 2,500 feet.

Seven Day "Cooling Off" Period—Plan amendments concerning changes to the FLUM cannot be changed in the seven business days prior to any advertised public hearing. This will allow the citizens, commissioners and others to fairly evaluate the document. If the Plan Amendment is revised within that period, the hearing will be postponed unless the County, the applicant and all members of the public who have submitted oral or written comments upon the amendment, agree otherwise.

- (1) Any material changes to a proposed FLUM Amendment must be submitted and made available to the County, the applicant and the public at least seven business days prior to the hearing at the adoption stage.
- (2) Staff recommendations shall be available to the public at least five business days prior to any advertised public hearing related to a FLUM amendment.

1.9.B. In addition to citizen participation and neighborhood participation, the comprehensive planning process shall be consistent with Chapter 19, Property Rights.

Section 1.10. Plan Implementation

After adoption of this Plan and subsequent amendments, all development and use of land shall be consistent with its goals, objectives, performance standards, policies, and programs. This Plan shall be amended only by ordinance. In addition, this Plan shall be implemented through:

- (1) Execution of the Board of County Commissioners' lawful responsibilities, including those delegated to administrative and quasi-judicial boards and commissions appointed by the Board;
- (2) Execution of lawful administrative responsibilities of the County Administrator and County staff consistent with ordinances and resolutions adopted by the Board of County Commissioners whose ordinances and resolutions must be consistent with the goals, objectives, and policies of the CGMP. Where conflict exists, the stricter requirements shall govern;
- (3) Voluntary coordination with other local governments; the Martin County School District; Treasure Coast Regional Planning Council; South Florida Water Management District; state and federal agencies; and other relevant agencies concerned with growth management and natural resource conservation; and
- (4) Voluntary and cooperative actions with private and public interests intent on fulfilling the purpose and intent of the CGMP.

For the purposes of the CGMP, the term "development" shall mean the carrying out of any building activity or mining operation, the making of any material change in the redevelopment or modification of an existing use or appearance of any structure or land which creates additional impacts, and the dividing of land into three or more lots, tracts or parcels (including planned unit developments).

Remodeling, renovation or restoration of improved real estate to a former, better condition (as by cleaning, repairing or rebuilding) that does not increase or change the use, building height, or building square footage located or permitted upon of the property shall be exempt from the requirements of this Plan. Any other proposed manmade change to improved real estate shall meet the requirements of this Plan, but only to the extent of such manmade change.

Section 1.11. Amendment Procedures

1.11.A. *Scope of eligibility.* The amendment process may be initiated by any person or organization, including the federal government, State of Florida, Martin County, any municipality in Martin County and any of their agencies, authorities and departments.

- (1) For any FLUM amendment and for a text amendment which changes an allowable use of land for a specific parcel, proof of ownership of the property subject to the request must be supplied for any application to be deemed complete. Only the owner of the subject property or the Martin County Commission can apply for a FLUM amendment.
- (2) The applicant must provide the names and addresses of each and every person with any legal or equitable interest in the property, including any partners, members, trustees, and stockholders and every person or entity having more than a five percent interest in the property. However, this requirement shall not apply to:
 - (i) Interests held under a publicly traded company; or
 - (ii) Individual members of a homeowners or property owners association, when association property is the subject of the proposed amendment; or
 - (iii) Minors, defined as any person who has not attained the age of 18; or
 - (iv) Mortgagees.

Any amendment which was found complete based on false or incomplete disclosure will be subject to cessation of processing of the application.

Within one year of the effective date for the ordinance adopting this amendment, Martin County shall adopt land development regulations implementing Section 1.11.A.

1.11.B. *Application.* Any request to amend the CGMP shall be made by filing an application on a form prescribed by the Growth Management Director. Applications shall be received by the County for processing on any working day. If a Plan amendment requires changes to the Capital Improvement Element, those CIE changes must be proposed, reviewed, and adopted as part of the amendment. Any applicant requesting a change to the Future Land Use Map shall notify all property owners within 1,000 feet and erect a sign or signs, as required for development applications by the Land Development Regulations. For projects outside the urban service districts, the required distance for notification shall be 2,500 feet.

Applications that are found by the Growth Management Department to be unclear or incomplete may be supplemented within 30 days after the applicant has been notified the application is unclear or incomplete. Fees will be returned to any applicant who withdraws an application within 60 days after the application is submitted.

The Martin County Board of County Commissioners may, by resolution, at any time, initiate a request to amend the CGMP. Any such amendment shall be for a public purpose.

1.11.C. *Procedure upon application.*

- (1) For the purpose of preparing a recommendation, the Growth Management Director shall consult, as may be appropriate, with other personnel from Martin County; the federal government; the State of Florida; any municipality in Martin County or any of their agencies, authorities or departments; or any person or organization. The Growth Management Director shall consider and evaluate any information that may have been presented by the public. Other information may be used if it is determined to be the best available information. Staff recommendations shall be consistent with the goals, objectives, and the policies established in applicable sections of this Plan, as well as good planning principles, and other appropriate information.

In evaluating each Future Land Use Map amendment request staff begins with the assumption that the Future Land Use Map, as amended, is generally an accurate representation of the intent of the Board of County Commissioners, and thus the community, for the future of Martin County. Based on this assumption, staff can recommend approval of a requested change provided that consistency is maintained with all other elements of this Plan and at least one of the following four items is found to apply:

- (a) Past changes in land use designations in the general area make the proposed use logical and consistent with these uses and adequate public services are available; or
- (b) Growth in the area, in terms of development of vacant land, redevelopment and availability of public services, has altered the character of the area such that the proposed request is now reasonable and consistent with area land use characteristics; or
- (c) The proposed change would correct what would otherwise appear to be an inappropriately assigned land use designation; or
- (d) The proposed change would fulfill a public service need that enhances the health, safety or general welfare of County residents.

If staff cannot make a positive finding regarding any of the items in (a) through (d), staff shall recommend denial.

- (3) The Growth Management Director shall submit recommendations to the Local Planning Agency at least five business days prior to the public hearing before the Local Planning Agency when the specific CGMP amendment requests are scheduled. The recommendations shall refer to each application specifically or as combined with other similar applications and shall consider all comments, information, and recommendations received in accordance with subsection 1.11.C.(2) and Section 1.9 of this chapter. The recommendations of the Growth Management Department are not necessarily limited to specific applications but may deal with any aspect of the CGMP.

The Local Planning Agency shall hold one or more public hearings on the applications. Notice for the first public hearing shall be made in accordance with the requirements of Chapter 163, Florida Statutes and subsections 1.9 and 1.11.B. of this chapter. No additional public notice shall be required for subsequent public hearings of the Local Planning Agency, provided that the date and time are announced at a prior hearing and are posted on the County website on the second business day following the decision.

- (4) The Local Planning Agency shall provide its recommendations on the proposed amendments to the CGMP to the Board of County Commissioners. The LPA must act on an amendment if it is requested to do so by the applicant. The recommendation of the LPA shall be posted on the County website on the second business day following the decision.

1.11.D. County Commission action.

- (1) The Board of County Commissioners shall hold one or more public hearings to consider transmittal of the applications for amendments to the CGMP to the state planning agency and required reviewing agencies. After the public hearing(s) the applications approved by a majority vote of the Board shall be transmitted to the state planning agency for review.

Approval for transmittal is not simply a procedural step and approval shall not be based on an expectation of changes to the application after transmittal. No amendment shall be approved for transmittal that is not consistent with all goals, objectives, and policies of this Plan and with this chapter.

Notice for the public hearing(s) shall be made in accordance with the requirements of Chapter 163, F.S. and subsection 1.11.B. No additional public notice shall be required for subsequent public hearings of the Board of County Commissioners, provided the date and time are announced at a prior hearing and posted on the County website on the second business day following the hearing. Amendments approved for transmittal shall be posted on the County website on the second business day following the transmittal hearing.

- (2) The Board of County Commissioners shall take final action on applications for amendments to the CGMP as required by Florida Statutes and this Plan. Final action on amendments shall be based on best available data available at the time of the final adoption hearing. The public hearing(s) to adopt amendments to the CGMP shall follow the notice requirements of Chapter 163., F.S. and subsection 1.11.B. This process may require continuance of public hearings and multiple hearing dates which shall be posted on the County website on the second business day after the hearing where a continuance is announced. The final action shall be posted on the County website on the second business day following adoption.
- (3) Plan amendments that qualify as small-scale development amendments pursuant to Chapter 163, F.S. shall require only one public hearing before the Board of County Commissioners which shall be an adoption hearing. No additional public notice shall be required for subsequent public hearings of the Board of County Commissioners, provided the date and time are announced at a prior hearing and posted on the County website on the second business day following the hearing. Notice for the public

hearing(s) shall be made in accordance with the requirements of Chapter 163, F.S. and subsection 1.11.B. No additional public notice shall be required for subsequent public hearings of the Board of County Commissioners, provided the date and time are announced at a prior hearing and posted on the County website on the second business day following the hearing.

- (4) All amendments to the CGMP shall be enacted by ordinance upon a vote of the majority of the total membership of the Board of County Commissioners then in office.
- (5) A decision to amend or not to amend the CGMP is a legislative matter for the broad discretion of the Board of County Commissioners. A decision not to amend, and thus to maintain the CGMP will be valid as long as it is fairly debatable, that is, a decision based on reasoning that makes sense and with which reasonable people could agree or disagree.

The guidelines for staff reviews and recommendations provided in subsection 1.11.C.(2) of this section are intended for use only by staff in reporting to the Local Planning Agency and the Board of County Commissioners on an application to amend this Plan. The guidelines are not to be construed in any way as a limit on the legislative judgement of the Board of County Commissioners in deciding whether or not to amend the Plan. The Board as well as the Local Planning Agency may look to these guidelines in explaining the debatability of its action, but it is not bound by them, and it may, consistent with law, base its action on an amendment on any fairly debatable rationale.

- 1.11.E. *Amendment of the Capital Improvements Element.* The Capital Improvements Element shall be reviewed annually and modified as necessary to ensure the adequate provision of facilities and services necessary to serve development with public facilities based upon dedicated funding sources. However, certain changes may be accomplished by ordinance: corrections, updates and modifications concerning costs; revenue sources; acceptance of facilities pursuant to dedications that are consistent with the CGMP; or the date of construction of any facility listed in the Capital Improvements Element. Changes accomplished by ordinance shall not be considered amendments to the CGMP. However, all such changes shall be included in the annual amendments to the CIE so that the Element will remain current and accurate.
- 1.11.F. *Transmittal of plan amendments.* Portions of a plan amendment cannot be transmitted to the state planning agency; only the elements proposed to be amended along with the complete amendment shall be transmitted to the state land planning agency. All Plan amendments shall include any changes to the Plan necessary to provide consistency with all Plan goals, objectives, and policies. If an amendment results from an evaluation and appraisal report, a copy of that report shall be transmitted with the amendment. Copies of the proposed CGMP amendments shall also be transmitted to any other unit of local or state government that has filed a written request.
- 1.11.G. *Consideration of economic reports, appraisals and other technical information.* No economic reports or studies, real estate appraisals or reports, and/or written reports of consultants or other experts in support of an amendment application shall be considered by either the Local Planning Agency or the Board of County Commissioners unless filed with the Growth Management Director at least 14 days prior to the first public hearing conducted by the Local Planning Agency. This provision may be waived by a vote of the Board of County Commissioners if any interested party demonstrates that an injustice will occur and sufficient time is provided for all parties to review and analyze the report.
- 1.11.H. *Schedule of fees.* All fees charged for filing, processing and evaluating applications requesting amendments to the CGMP shall be established by resolution of the Board of County Commissioners. In approving the resolution, the Board of County Commissioners shall consider the costs to the County of processing amendments to the CGMP.

Fees will be returned to any applicant who asks to withdraw an application within 60 days after the application is submitted. No other fees shall be returned to any applicant without a demonstration of hardship and express approval by the Board of County Commissioners.

- 1.11.I. *Exemption from fees.* The Martin County Commission, Martin County School Board, the State of Florida, the United States of America and all municipalities situated wholly within the boundaries of Martin County shall be exempt from any fee for filing, processing and evaluating an application requesting an amendment to the CGMP.

Section 1.12. Vested Rights

- 1.12.A. *Intent.* Nothing in this Plan is intended to deny any person the due process of law or to take private property without just compensation. Nor does the CGMP intend to limit or modify the rights of any person to complete any development that has been authorized as a development of regional impact approved pursuant to F.S. Chapter 380 and is consistent with the conditions of approval. Nothing in this Plan is intended to modify any development that has been issued a final local development order and development has commenced and is continuing in good faith, consistent with its timetable and/or schedule of construction or activity established in the development order.

- 1.12.B. *Status of development orders regarding nonconforming uses or nonconforming lots of record.* Development orders issued regarding nonconforming lots of record and nonconforming uses existing at the time of adoption of this Plan, or existing development orders that have been made nonconforming by subsequent amendments to this Plan, shall be considered to be consistent with the provisions of this Plan if the nonconformity was created in conformance with all applicable development regulations in effect at the time the nonconformity was created. When a nonconformity is determined to be vested consistent with subsection 1.12.D. (Determinations) below, it shall vest in the same way as a conforming development.

- 1.12.C. *Status of development orders.* Development orders approved prior to the date of adoption of the CGMP or to subsequent amendments, shall be considered to be consistent with the provisions of this Plan, provided that development is continuing in good faith consistent with its approved timetable, or if no timetable exists, development is completed within one year of adoption of this Plan or the conflicting amendments. Any amendments to an existing development order, including timetable amendments, must be consistent with all elements of the CGMP, including the concurrency requirements. Any amendment to a development timetable shall be reviewed cumulatively with other timetable amendments for that phase. Cumulative timetable amendments of more than five years shall not be permitted unless the phase or phases are consistent with all policies of the Plan in effect at the time. When cumulative timetable amendments for a phase of a PUD reach five years, the PUD must be renegotiated and, at a minimum, must be consistent with all Plan policies in effect at the time.

A timetable for development is the schedule for project phasing, construction, and completion as specified in a development order. Timetable extensions shall not be granted unless an application is made prior to the expiration of the approved timetable, or unless the affected phases meet all requirements of this the Comprehensive Plan in effect at the time of the request for an extension. Timetable extensions allowed in accordance with Florida Statutes shall be recognized.

The Growth Management Department shall monitor development timetables for PUDs and shall, in a timely manner within 60 days, bring apparent violations to the Board of County Commissioners for consideration consistent with applicable County ordinances and provisions of the PUD agreement. Breach proceedings shall be initiated for any PUD that is in violation of its timetable by more than one year. Any PUD that is determined by the Board to be in breach of the PUD agreement will be required to comply with all elements of the CGMP, including the concurrency requirements.

1.12.D. *Determinations.* If a property owner desires to obtain a determination as to whether any rights are vested for a proposed development on his or her property, based on the action of the County or any of its commissions, agencies, or departments, the property owner may request that a determination from the Board of County Commissioners by filing an application with the Growth Management Director. The application must be filed within one year of the time that the action requiring the vesting determination is taken. The Board of County Commissioners shall consider evidence presented by the applicant and recommendations of by staff and shall issue, in a timely manner, a determination by resolution with respect to the development. Such determination shall bind the County.

For purposes of this provision, the term "vested rights" shall be interpreted to include those rights obtained by a property owner who, in good faith and upon some act or omission of the government, has made such a substantial change in position or has incurred such extensive obligations and expenses that it would be highly inequitable, create an inequitable burden, and be unjust to destroy the acquired right. In making its determination, the Board of County Commissioners shall assess each request solely on the particular facts relating to that case. Although the Board of County Commissioners may find that a project meets the requirements for vested rights in general, it may require that some aspects of the development comply with this Plan, provided that reasonable, investment-backed expectations are not unreasonably affected.

Projects may be vested from the terms of this Plan as to the design, density and/or intensity of development. However, undeveloped subdivisions, platted and unplatted lots of record, multifamily site plans, residential developments and nonresidential developments that do not meet the vested rights criteria stated above, or do not have a timetable of development approved by the Board of County Commissioners, shall not be considered vested from the concurrency requirements of Chapter 14, Capital Improvements. This would generally include subdivisions and other developments that have previously been approved but have not initiated substantial site development, such as road and/or drainage improvements, or do not have an approved timetable of development or are not in compliance with their approved timetables.

Subdivisions, platted and unplatted lots of record, multifamily site plans, residential developments and nonresidential developments that were under construction on the adoption date of this Plan and/or are proceeding in good faith consistent with a timetable of development approved by the Board of County Commissioners will be considered vested from the concurrency requirements of Chapter 14. Lots on open roads in completed subdivisions will be considered vested in the same manner. Any development determined to be vested from the concurrency requirements of this Plan will not be required to provide the facilities to meet the concurrency provisions. Instead it will be treated as committed development, for which the County will ensure concurrency.

Notwithstanding anything in this provision to the contrary, if Martin County or any other entity with legal standing under F.S. Chapter 163 shows that a new peril to the health, safety or general welfare of the residents or property in Martin County has arisen subsequent to the approval of any development order, the development order may be revoked.

- (1) Development orders issued to comply with a final order of a court or administration agency, resulting from litigation in which the County was a party, shall be considered to be consistent with this Plan.

Section 1.13. Authority

The Board of County Commissioners of Martin County is authorized to adopt and implement this Plan by the Constitution of the State of Florida and the Florida Statutes.

Chapter 2 OVERALL GOALS AND DEFINITIONS

Adopted:	February 20, 1990	By Ordinance No. 373
Adopted:	December 16, 2009	By Ordinance No. 843
Amended:	December 16, 2014	By Ordinance No. 965
Amended:	August 13, 2013	By Ordinance No. 938
Amended:	December 10, 2013	By Ordinance No. 946
Amended:	July 8, 2014	By Ordinance No. 957
Amended:	August 22, 2017	By Ordinance No. 1032
Amended:	February 27, 2018	By Ordinance No. 1048
Amended:	August 21, 2018	By Ordinance No. 1080
Amended:	September 10, 2019	By Ordinance No. 1110

Section 2.1. Overall Goals for Martin County's Comprehensive Growth Management Plan

Martin County has endeavored to establish a Comprehensive Growth Management Plan which broadens, enhances, and protects the quality of life for its residents. The overall goals for the Comprehensive Growth Management Plan are keyed to maintaining quality residential and nonresidential uses, natural resource conservation and preservation of beneficial and protective natural systems, enhanced economic development, and fiscal conservancy. The Overall Goals, Objectives and Policies contained in this chapter summarize Goals, Objectives and Policies in other parts of the Plan.

Martin County has been proclaimed a 'Sustainable County' by the state land planning agency. Sustainable means meeting the needs of the present without compromising the ability of future generations to meet their needs. All planning decisions made by the County shall be based upon a consideration of impacts on the ecology, quality of life and fiscal sustainability of such actions, including the long term cumulative impacts. Additionally, Martin County shall ensure that private property rights are considered in local decision making consistent with Chapter 19, Private Property Rights.

Section 2.2. Overall Goals, Objectives and Policies

Goal 2.1. Martin County shall broaden, enhance, and protect the quality of life of Martin County residents.

Objective 2.1A. 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.

Policy 2.1A.1: No land uses or development shall:

- (1) Exceed 15 units per acre. This policy shall not be applicable to densities described in the Mixed-Use Village future land use designation.
- (2) Have more than four stories. Rebuilding of oceanfront structures on Hutchinson Island to the original building configuration shall not be considered inconsistent with this policy.
- (3) Be more than 40 feet high. Building height shall be measured as described in the Land Development Regulations.

Policy 2.1A.2. Existing and future residential areas shall be protected from encroachment by commercial or industrial development or other non-residential uses, which would be incompatible with such residential uses. All plan amendments and development approvals shall protect residential neighborhoods from the negative impacts of more intense development. This is not intended to preclude necessary community facilities within the residential areas where residents are protected from negative impacts. This policy shall not apply to the MUV future land use designation.

Policy 2.1A.3. In areas of residential development, project design shall ensure that comparable density and dwelling unit types are planned for the area of the project abutting existing residential development. For purposes of this policy, abutting property is the same as "adjacent," "immediately adjacent" or "adjoining" property and shall refer to property with a shared property line or to properties separated only by right of ways or easements. Properties separated by an existing road with a minimum 30 foot right of way shall not be considered abutting.

- (1) Projects directly adjacent to lands used or designated for higher density may be given maximum density.
- (2) Projects immediately adjacent to lands used or designated for lower density use should be given less than maximum density and shall provide for reduced density next to the existing lower density residential area.
- (3) Within the urban service districts where lot sizes in the existing residential development are two acres or less and density is more than 1 unit per 2 acres, the following shall apply: For projects abutting a residential development of lesser density, a density transition zone of comparable density and compatible dwelling unit types, shall be established in the new project for a depth from the shared property line that is equivalent to the depth of the first tier of the adjoining development's lower density. (Ex. the depth of the first block of single family lots.)
- (4) Where the tiering Policy 4.1 F.2.(1) and (2) applies, there shall be no requirement to construct residential units within the applicable area of the proposed development. However, if the area is left vacant, no other construction shall be allowed except for underground utilities, sidewalks, swales, stormwater ponds, and dry retention areas.
- (5) Buffers and transitions in the CRAs shall be governed by Chapter 18 (CGMP Policy 18.2A.4.(6), Policy 18.2C.3.(4)) or 18.3A.9.(11).
- (6) Policy 2.1A.3. shall not apply to development within the Mixed-Use Village future land use designation.

Policy 2.1A.4. The Growth Management Department shall coordinate with the Building Department and the Property Appraiser's Office to provide an ongoing accurate inventory of land use.

Measure: The Growth Management Department shall provide an annual report on changes in the FLUM and on text changes that amended allowable land uses or development intensities or densities. The report shall include a summary of all development that has occurred in the preceding year in terms of acreage, residential units, non-residential upland acreage and land use designation. This information shall be used to update available acreage in each FLUM category and maximum allowable use on vacant residential acreage.

Objective 2.1B. Martin County shall create and maintain objective measures of quality of life for Martin County residents.

Policy 2.1B.1. The Growth Management Department in conjunction with the Parks Department shall update data annually on the number of acres of active parks, miles of public beach, and acres of public open space.

Policy 2.1B.2. The Engineering Department shall report annually on sections of roadways that have deficient levels of service including an explanation of how these deficiencies will be addressed.

Policy: 2.1B.3. The Engineering Department shall coordinate with the Sheriff's Department to provide an annual analysis of traffic accidents and fatalities including proposals for improving roadways and intersections to avoid accidents.

Measure: At the time of the Evaluation and Appraisal Report (EAR) the county shall use the data collected under Policies 2.1 B., 1., 2., and 3. above to compare Martin County to adjacent counties and to counties of similar size in Florida.

Goal 2.2. Martin County shall ensure natural resource conservation and conservation of the area's natural communities.

Objective 2.2A. Martin County shall preserve all wetlands regardless of size unless prohibited by state law.

Policy 2.2A.1. All wetlands shall be preserved except as set out in the exceptions listed below.

"Wetlands" means those areas that are inundated or saturated by surface water or groundwater at a frequency and a duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial, or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological, or reproductive adaptations, have the ability to grow, reproduce, or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps and other similar areas. Florida wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto. The delineation of the landward boundary of wetlands must be as required by state law.

The intent of this policy is to protect natural wetland systems even when they are affected by manmade excavations. This policy is not intended to protect manmade excavations in uplands. Though manmade wetlands are exempt from this policy and are not protected as natural wetlands, development review shall assure that impacts to them do not adversely affect drainage or natural systems.

Policy 2.2A.2. Exceptions to allow wetland alteration are limited to:

- (1) providing access for utilities, stormwater facilities, roads and bridges, removal of exotic vegetation, docks, boat entry, and elevated boardwalks
- (2) lots of record as of 1982 to provide reasonable use
- (3) CERP projects as outlined in Policy 9.1G.2.(7)(f).
- (4) Where the applicant demonstrates that encroachment of the wetlands or wetland buffers is necessary for access, and no reasonable upland alternative exists. In such cases, an exemption will be granted only when appropriate environmental agencies or the Martin County Growth Management Department certify in writing that it is the least damaging alternative, and that the applicant has submitted a mitigation proposal that will minimize damage to the extent technically feasible.

Policy 2.2A.3. In all cases where wetlands alterations are allowed the least damaging alternative shall be chosen and mitigation shall replace the functions and values and the spatial extent of the altered

wetlands. Exceptions shall not result in adverse impacts on plants and animals that are designated by the federal government or the state of Florida as "Endangered" or "Threatened".

Policy 2.2A.4. 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.

Policy 2.2A.5. Where evidence indicates that drainage, clearing or other development or manmade impacts has taken place since April 1, 1982, in violation of applicable wetland development restrictions in effect at the time the violation occurred, restoration shall be required before any development permits or orders are issued, or within 90 days after receiving a notice of violation. A minimum two-year letter of credit or other acceptable financial alternative must be submitted to assure the successful restoration of the violation. This policy shall apply regardless of whether or not the wetlands in question have ever been delineated through either a binding or nonbinding boundary determination. However, where there has been a binding determination by a state agency or the SFWMD, that determination will control as required by law.

Policy 2.2A.6. The Growth Management Department, in coordination with Code Enforcement shall establish and maintain a procedure to effectively ensure compliance with Preserve Area Management Plans (PAMPS).

Objective 2.2B. Martin County shall preserve native upland habitat that may be utilized by threatened and endangered plant and animal species.

Policy 2.2B.1. Except as set forth in Policy 9.1G.11, Martin County shall assure that a minimum of 25% of existing upland native habitat will be preserved in all development where such habitat exists. Within Community Redevelopment Areas, off-site preservation can substitute for on-site preservation, consistent with Objective 18.5B. Additional requirements for native upland habitat that is endangered or threatened and for unique oak/cabbage palm hammocks are outlined in Chapter 9.

Policy 2.2B.2. Upland preservation areas and PAMPs approved by the county to protect them shall be designed and maintained to ensure sustainability.

Policy 2.2B.3. Martin County shall protect native habitats utilized by species that are designated by the federal government and the State of Florida as "Endangered" or "Threatened."

Objective 2.2C. Martin County shall ensure that all official actions of the County support and further a safe, healthy and ecologically balanced St. Lucie River Estuary and Indian River Lagoon, which are natural resources that are vital to the economy and quality of life of Martin County and the Treasure Coast. This objective will not be applicable where official actions do not impact the St. Lucie River Estuary and Indian River Lagoon, or where development activities comply with the comprehensive plan and land development regulations.

Policy 2.2C.1. Martin County shall continue to work with the SFWMD, the state legislature, the Corps of Engineers and Congress to provide continuing implementation of Comprehensive Everglades Restoration Plan (CERP) and the Indian River Lagoon South CERP component.

Policy 2.2C.2. Martin County shall lobby vigorously at the state and federal level for implementation of the CERP and the Indian River Lagoon South component.

Policy 2.2C.3. Martin County shall support the Corp's Central Everglades Planning Project (CEPP) and other initiatives which will move more water south from Lake Okeechobee to Everglades National Park

and provide storage and treatment in order to reduce fresh water, nutrient laden discharges into the St Lucie River from the C-23, C-24 and C-44 canals and Lake Okeechobee.

Policy 2.2C.4. Martin County shall encourage agency rule changes that move more water south within the current infrastructure limitations.

Policy 2.2C.5. Changes to the FLUM or the text of the Comprehensive Plan that would negatively affect implementation of CERP or the Indian River Lagoon South component by compromising their success or increasing cost, shall not be allowed unless the applicant clearly demonstrates with supporting evidence, that the denial of such request would result in a violation of its constitutional or statutory property rights.

Policy 2.2C.6. Surface and stormwater management regulations. The County shall continue to actively enforce established surface and stormwater management regulations so as to eliminate inadequately maintained or designed systems that are degrading water quality, in accordance with Chapter 13. Martin County shall ensure that proposed developments are designed and constructed so that stormwater system improvements meet County and SFWMD criteria. This includes both on-site and off-site improvements of public and private facilities.

Policy 2.2C.7. Martin County shall protect shorelines, mangroves, seagrasses, and oyster bars in the estuaries.

Policy 2.2C.8. Martin County shall work with residents to implement local programs to help lessen pollution in runoff from residential neighborhoods.

Policy 2.2C.9. All new development shall provide a 75 foot shoreline protection zone, extending landward from mean high water, within which there shall be no construction within or reductions to the shoreline protection zone, except as set forth below. The shoreline protection zone shall be defined as all estuarine waters within Martin County and all surface waters of the State that are both hydrologically connected to the estuarine waters and navigable. The shoreline protection zone shall extend 75 feet laterally upland from the mean high water. Within the waters described above, "wetlands" shall be protected as described in Chapters 2 and 9.

As used in this Policy, "navigable" shall include the following estuarine river systems in Martin County; St. Lucie River, Indian River and Loxahatchee River, including canals, tributaries and sovereign submerged lands regardless of the existence of a lease, easement or license.

For purposes of applying a shoreline protection zone, the term "navigable" shall not include: surface waters of the state that are connected to estuarine waters by a weir or other manmade structure, such as the S-80 lock; and ditches, swales and other constructed conveyances that are connected to the estuary by a pipe.

(1) There shall be no reductions to the size of the shoreline protection zone except as stated below:

- (a) For lots of record (as of April 1, 1982) with an upland area of one acre or less, the landward extent of the shoreline protection zone shall be reduced to 25 feet. The shoreline protection zone shall not require additional "construction setbacks" from the shoreline protection zone. However, required zoning setbacks from property boundaries shall remain applicable. Erosion control devices shall be installed and maintained throughout the duration of any construction activities adjacent to the shoreline protection zone. The shoreline protection zone shall not be subject to a preserve area management plan (PAMP) unless a PAMP has already been established pursuant to a development order, prior to August 13, 2013. If no native vegetation exists within this zone, there is no requirement to replant with this material.

- ~~(b) Replacement of existing structures within the shoreline protection zone shall not be subject to a 75 foot shoreline protection zone.~~
 - ~~(c) Nonresidential lots of record (April 1, 1982) more than one acre in size with hardened shorelines may reduce the shoreline protection zone from the mean high water line to 50 feet.~~
 - ~~(d) Development within the shoreline protection zone may provide reasonable access to the water, such as bridges, docks, elevated walkways and boat entry facilities. Access shall be allowed when a plan for the proposed development demonstrates the need for access and alteration of the shoreline protection zone is minimized. Water access shall be perpendicular to the shoreline and shall generally not be wider than 60 feet for Marine Waterfront Commercial Future Land Use, 150 feet for Institutional Future Land Use, and 12 feet for other development.~~
 - ~~(e) Existing facilities within the shoreline protection zone may be maintained, rebuilt or reconstructed within the existing footprint.~~
 - ~~(f) Removal of exotic vegetation or planting of appropriate native vegetation shall be allowed.~~
 - ~~(g) Where an existing master site plan which is in compliance with its original timetable and has been found to be in compliance with policies in effect at the time of approval, specifies a shoreline protection zone which differs from policies in effect at the time of final site plan approval, the shoreline protection zone specified in the approved master site plan shall be deemed consistent with this policy.~~
 - ~~(h) Single family residential lots of record on plats approved after April 1, 1982 may be developed in accordance with the regulations (buffer, transition zone, setback, shoreline protection zone and performance criteria) in effect at the time that the plat was approved.~~
 - ~~(i) For residential lots of record (as of April 1, 1982) with an upland area of more than one acre but not more than two acres, the landward extent of the shoreline protection zone may be reduced to less than 75 feet but shall not be reduced to less than 25 feet for either primary or accessory structures. New principal structures on lots shall maintain a shoreline protection zone from mean high water equal to or greater than the average shoreline protection zone of the nearest principal residences on adjacent lots. The average shoreline protection zone of the nearest principal residences on adjacent lots shall be determined by measuring from the point of each of the existing principal residences nearest to mean high water.~~
 - ~~(j) As provided in Chapter 18 for land within a CRA with the Marine Waterfront Commercial future land use designation, the CRA Center future land use designation, or within a Mixed Use Future Land Use Overlay.~~
- ~~(2) Commercial marinas are water dependent uses requiring proximity to the water.~~
- ~~Commercial marinas that exist as of August 13, 2013 may be reconfigured and redeveloped, as provided below:~~
- ~~(a) Impervious surfaces and other encroachments in to the shoreline protection zone may be relocated within the shoreline protection zone provided, there is no net increase in the square footage of impervious surfaces.~~
 - ~~(b) Planting of native vegetation shall not be required landward of vertical seawalls where no such vegetation exists.~~

- ~~(c) Existing commercial marinas shall maintain existing access through the shoreline protection zone for water dependent uses and this area shall not be limited to the 60 foot wide access provided for properties designated for marine waterfront commercial use, Policy 8.1C. 1.(3) (c) 2.~~
 - ~~1) Where redevelopment of existing commercial marina developments requires relocation of boat entry facilities, access through the shoreline protection zone may be expanded beyond existing access where clear need is demonstrated.~~
 - ~~2) Where redevelopment of existing commercial marina developments is proposed, existing pedestrian access and access for loading between vehicles and vessels within the shoreline protection zone may be maintained.~~
- ~~(d) Commercial marinas with existing manmade boat basins or boat "cut-outs" may be allowed to reduce or eliminate the manmade basin provided, there is no impact to wetlands, seagrass or oyster beds. Elimination of a basin shall not permit the creation of upland area waterward of the natural shoreline, prior to man-made impacts.~~
- ~~(e) Any redevelopment, as authorized in this section, shall demonstrate that impact to the estuary from stormwater run-off will meet the minimum storm water requirements (in place at the time of the proposed redevelopment) for rate, quantity, quality, and timing of the discharge.~~
- ~~(f) The shoreline protection zone shall not require additional "construction setbacks" from the shoreline protection zone. However, required zoning setbacks from property boundaries shall remain applicable. Erosion control devices shall be installed and maintained throughout the duration of any construction activities adjacent to the shoreline protection zone. The shoreline protection zone shall not be subject to a preserve area management plan (PAMP) unless a PAMP has already been established pursuant to a development order, prior to August 13, 2013. If no native vegetation exists within this zone, there is no requirement to replant with this material.~~
- ~~(3) The construction of state required public access facilities on Martin County conservation lands shall be allowed. Each project shall be reviewed to ensure that environmental impacts are kept to a minimum.~~

~~*Policy 2.2C.10.* Shoreline hardening shall only be allowed pursuant to Chapter 8, Coastal Management and Chapter 9, Conservation and Open Space.~~

~~Measure: The county shall request an annual report from the Corps of Engineers and the SFWMD on progress in implementing the Indian River Lagoon Plan and other components of CERP which affect Martin County.~~

~~Measure: Martin County's state legislative delegation and Congressmen and Senators shall be asked to provide the County with an annual Report on the progress of CERP and the Indian River Lagoon South component.~~

~~Measure: Martin County shall work with state and federal agencies to monitor discharges to major canals leading to the St. Lucie River. The goal of said monitoring shall be to identify problem areas and create strategies to reduce those problems.~~

~~*Objective 2.2D.* Martin County shall protect and restore the Loxahatchee River, Florida's first National Wild and Scenic River.~~

Policy 2.2D.1. Martin County shall support implementation of the Loxahatchee River Watershed Restoration Project which is a component of the Comprehensive Everglades Restoration Plan.

Policy 2.2D.2. In considering amendments to the CGMP in the watershed of the Loxahatchee River which increase the intensity of use, the Board shall consider whether the more intense land use will negatively impact the ability to restore natural timing, volume, and water quality to the Loxahatchee River. Figure 5. From the 2010 Loxahatchee River National Wild and Scenic River Management Plan shall be used to identify the boundary of the Loxahatchee River Watershed in unincorporated Martin County. The 2010 Loxahatchee River National Wild and Scenic River Management Plan is a public record available from the PEP and SFWMD.

Policy 2.2D.3. Through its land use authority, under Chapter 163, to the maximum extent reasonably achievable, that the impacts of development approvals do not diminish the water supply during the dry season for the Loxahatchee River and its associated wetlands.

Objective 2.2E. Within the limits of state law, Martin County shall use its land use authority to protect the freshwater aquifer.

Policy 2.2E.1. Storage and recharge potential of properties shall be maintained and, where possible, increased or enhanced through the use of retention/detention areas, existing wetland, open space and other means. The County shall use its land use authority under FS 163 to ensure that land use decisions shall not result in the reduction of the normal seasonal wetland water levels. Implementation of this policy shall include the CGMP and the Land Development Regulations and shall not transgress the SFWMD's authority under state law to regulate consumptive use permitting.

Policy 2.2E.2. The aquifer shall be protected from pollution and salt water intrusion.

Measure: The County shall work with the United States Geological Survey and the South Florida Water Management District to obtain information for use in the Evaluation and Appraisal Report (EAR) which tracks trends in water levels, pollutant levels and salt intrusion in the surficial aquifer.

Goal 2.3. Martin County shall promote orderly and balanced economic growth while protecting natural resources, enhancing the quality of life in Martin County, and providing prudent fiscal management.

Objective 2.3A. Martin County shall adopt land use regulations that will encourage economic development to the extent consistent with the goals, objectives and policies of the CGMP.

Policy 2.3A.1. Martin County shall establish reasonable, clear, and objective standards for issuing permits for non-residential uses.

Policy 2.3A.2. Application requirements shall be simplified in industrial parks for where property has been subdivided and facilities are available.

Measure: The Growth Management Department shall maintain a list of industrial subdivisions that have all facilities available. A list shall be maintained of areas of vacant industrial land use that are not available for immediate use along with a report on how their deficiencies can be remedied.

Objective 2.3B. Martin County, in conjunction with the developer, shall provide public facilities necessary for development concurrent with the need for those facilities.

Policy 2.3B.1. Martin County shall enforce the concurrency standards for sanitary sewer, solid waste, drainage, potable water, parks and recreation, and transportation facilities (including mass transit where applicable) as detailed in Chapter 14, Capital Improvements, as critical components of maintaining the quality of life for existing and new residents as well as providing balanced economic

~~growth. Standards shall be updated as needed to ensure that an acceptable level of service is maintained for public facilities.~~

~~*Policy 2.3B.2.* Martin County concurrency standards shall:~~

- ~~(1) Provide adequate facilities for businesses to function efficiently according to adopted levels of service;~~
- ~~(2) Ensure a quality of life acceptable to county residents; and~~
- ~~(3) Ensure that growth will pay for itself.~~

~~*Policy 2.3B.3.* All development must meet the concurrency requirements of this Plan.~~

~~*Policy 2.3B.4.* No FLUM amendment or text amendments shall lessen the requirements of this Plan to provide an acceptable level of public services for the people of Martin County unless mandated by state law.~~

~~*Objective 2.3C.* Martin County shall use objective indicators to measure economic health.~~

~~*Policy 2.3C.1.* The county shall obtain information from EDR and other sources on the economy, identified in Chapter 15, Economic Element.~~

~~*Objective 2.3D.* Martin County shall coordinate with and support the county's public schools as an incentive to business creation, expansion, and relocation.~~

~~*Policy 2.3D.1.* The county shall work with the Martin County School District and Indian River State College to showcase the high caliber of county schools.~~

~~*Policy 2.3D.2.* Martin County schools shall be used as an incentive to business creation, expansion, and relocation.~~

~~*Policy 2.3D.3.* Impact fees shall be kept current to avoid school overcrowding.~~

Goal 2.4. Prudent fiscal management shall be a primary goal in all County actions and in all development approvals.

~~*Objective 2.4A.* Martin County shall limit local tax burdens while funding facilities and services needed to maintain the quality of life and support services necessary for growth.~~

~~*Policy 2.4A.1.* New development shall pay the cost of the facilities it requires. Impact fees, enterprise fund user charges, connection fees, and other user fees paid by new development shall be reviewed every two years to ensure that provision of capital improvements needed to address the impact of future development will not increase ad valorem tax rates.~~

~~*Policy 2.4A.2.* Impact fees shall be designed to make sure that there is a rational nexus between the fees collected and the impact of the project paying the fees. Fees collected for a category of public facilities must be expended for those kinds of facilities.~~

~~*Policy 2.4A.3.* The County shall ensure honesty and efficiency in all departments and agencies receiving county funds by requiring open meetings and transparency in decision making; by requiring strict conflict of interest and disclosure policies; and by requiring objective accountability for results.~~

~~*Policy 2.4A.4.* The County shall not waive impact fees for any project. Where a super majority of the county commission determines that a public purpose is being served, the commission may pay impact fees with other county revenues.~~

~~Policy 2.4A.5. Property with an agricultural tax classification may be granted a land use change which allows urban development provided any existing agricultural classification is removed at the first opportunity after approval of a final development order. This policy only applies to the land area subject to the final development order. If a land area maintains an agricultural tax classification for the years following approval of a final development order, it shall be subject to a County initiated process to rescind the final development order. This is in no way intended to prevent any landowner from taking advantage of state law in regard to the agricultural tax classification. This policy shall not apply to any property that received a FLUM or text amendment allowing urban uses that was adopted prior to the effective date of Ordinance Nos. 938, 945, 946 and Ordinance No. 957.~~

~~Objective 2.4B. Martin County shall use the Capital Improvement Plan to ensure that concurrency management strategies are fiscally feasible and expenditures are properly prioritized to meet critical needs.~~

~~Policy 2.4B.1. All revenues in the CIP shall be from dedicated sources.~~

~~Policy 2.4B.2. Expenditures in the CIP shall be prioritized as follows:~~

- ~~(1) New public facilities and improvements to existing public facilities that eliminate public hazards;~~
- ~~(2) Repair, remodeling, renovation or replacement of obsolete or worn-out facilities that contribute to achieving or maintaining standards for levels of service adopted in this Comprehensive Growth Management Plan in accordance with standards;~~
- ~~(3) New or expanded facilities that reduce or eliminate deficiencies in levels of service for existing demand;~~
- ~~(4) Improvements to existing and new facilities that significantly reduce the operating cost of providing a service or facility or otherwise mitigate impacts of public facilities on future operating budgets;~~
- ~~(5) New or expanded facilities that provide the adopted levels of service for new development and redevelopment during the next 10 fiscal years, pursuant to Policy 14.1A.10, CGMP.~~
- ~~(6) New or expanded public facilities that are contained in a Community Redevelopment Plan and scheduled in the next five years;~~
- ~~(7) New facilities that exceed the adopted levels of service for new growth during the next five fiscal years pursuant to Policy 14.1A.10, CGMP.~~

~~Measure: The administrator shall report failures of the CIP to cover prioritized needs and shall propose solutions to prevent a recurrence of the problem.~~

~~Objective 2.4C. Martin County shall coordinate the timetables of developments with expected population projections so that development approvals are consistent with a fiscally feasible strategy for planning and construction of public facilities.~~

~~Policy 2.4C.1. Because excessive development approvals require capital expenditures on facilities that will not be needed, the county shall adopt a planning system to track residential development approvals and limit final residential development approvals scheduled for the first five years of the 15 year planning period, to 125% of the projected need for residential units for that period.~~

~~Policy 2.4C.2. Appropriate action shall be taken in a timely fashion to remove projects from the tracking list that are no longer active. An active residential development is a residential development that has final site plan approval and is meeting all requirements of the development order, including the timetable.~~

~~Policy 2.4C.3. Except for platted single family and duplex lots, no development order shall grant vested rights to any project beyond the last year of the CIP, unless executive orders by the Governor require timetable extensions to be granted.~~

Section 2.3. Rules of Interpretation

Generally. The Comprehensive Growth Management Plan shall be interpreted and administered to achieve consistency throughout the Plan as interpreted by the Board of County Commissioners. Where provisions conflict, the more restrictive requirements shall govern.

1. Words used or defined in one tense or form shall include other tenses or derivative forms.
2. Words in the singular shall include the plural and words in the plural shall include the singular.
3. The masculine gender shall include the feminine and the feminine shall include the masculine.
4. The particular shall control the general.
5. The words "must" or "shall" or "will" are mandatory.
6. The word "may" and "should" are permissive.
7. In the event of a conflict between the text of the Comprehensive Growth Management Plan and any caption, illustration, table, map, graph or chart, the text shall control.
8. The word "includes" shall not limit a term to the specified examples, but is intended to extend its meaning to all other instances or circumstances of like kind or character.
9. Unless the context clearly indicates the contrary, where a regulation involves two or more items, conditions, provisions or events connected by the conjunction "and," "or" or "either ... or," the conjunction shall be interpreted as follows:
 - a. "And" indicates that all the connected terms, conditions, provisions or events shall apply.
 - b. "Or" indicates that the connected items, conditions, provisions or events may apply singly or in any combination.
 - c. "Either ... or" indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.
10. Words or phrases shall be construed according to their customary meaning unless defined in the Comprehensive Growth Management Plan.
11. The terms "written" or "in writing" shall be construed to include any representation of words, letters, diagrams or figures, whether by printing or otherwise.
12. Any reference to laws, ordinances, codes, or other regulations shall include any future amendment to such laws, ordinances or regulations.
13. Unless specified otherwise, a "day" shall be a calendar day.
14. The word "person" includes individuals, children, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups or combinations.
15. The word "erected" also includes constructed, reconstructed, altered, placed, or relocated.

16. Quality of Life. Where the comprehensive plan contains requirements to maintain, protect, or enhance quality of life, it is referring to goals, objectives and policies within the plan that make Martin County people friendly, environmentally friendly, business friendly, and fiscally prudent.
17. Prospective application. All comprehensive plan amendments shall be applied prospectively unless the amendment specifically provides for retroactive application.
18. Status of agricultural activities. Amendments to the CGMP adopted in August or December 2013 and July 8, 2014 do not change the manner or scope of the county's regulation of agricultural uses.

Section 2.4. Definitions

Accessory dwelling units (ADUs): Also referred to as accessory apartments, second units, or granny flats — are additional living quarters on single-family lots that are independent of the primary dwelling unit. The separate living spaces are equipped with kitchen and bathroom facilities, and can be either attached or detached from the main residence.

Active developments: Projects with current development orders issued pursuant to F.S. chapter 380 (Developments of Regional Impacts), projects vested under section 1.12 of this Plan, and projects granted to a local development order where the development process has commenced and is continuing in good faith.

Active residential development: A residential development that has final site plan approval and is meeting all requirements of the development order, including the timetable.

Active parkland: Parks where improvements to the land are the major attractor.

Advanced treatment plant: A treatment facility using processes that treat water to a higher level than conventional treatment. In addition to conventional surface water treatment processes (coagulation, flocculation, sedimentation and filtration), an advanced treatment plant may use ozonation, granular activated carbon adsorption treatment, or both.

Aeration: Induction of air into the water to achieve oxidation (removal) of certain constituents such as iron and certain gases such as hydrogen sulfide.

Affordable housing: Affordable housing is defined by housing programs of the federal government, the Florida Affordable Housing Act of 1986, the Florida Housing Finance Corporation and local housing agencies. Affordable housing is defined as housing for which monthly rents or mortgage payments, including taxes, insurance and utilities do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for the households or persons indicated in Section 420.0004, Florida Statutes. For renter-occupied housing, this percentage would include monthly contract rent and utilities.

The five categories used to define affordable housing are; extremely low income, very low income, low income, moderate income, and workforce housing. Each is defined below. The income ranges are based on the median household income for an area.

- *Extremely low income households:* Households whose annual gross income, adjusted for family size, does not exceed 30 percent of the median annual income in Martin County;
- *Very low income households:* Households whose annual gross income, adjusted for family size, does not exceed 50 percent of the median annual income in Martin County;
- *Low income households:* Households whose annual gross income, adjusted for family size, does not exceed 80 percent of the median annual income in Martin County;
- *Moderate income households:* Households whose annual gross income, adjusted for family size, does not exceed 120 percent of the median annual income in Martin County;

- *Workforce housing:* Housing that is affordable to persons or families whose total household income does not exceed 140 percent of the area median income, adjusted for household size.

Alternative water supplies: Water sources designated as nontraditional for a water supply planning region. These include salt water; brackish surface and groundwater; surface water captured predominantly during wet-weather flows; sources made available through the addition of new storage capacity for surface or groundwater; water reclaimed after one or more public supply, municipal, industrial, commercial or agricultural uses; downstream augmentation of water bodies with reclaimed water; and stormwater. (Source: Florida Statutes section 373.019)

Aquifer: A groundwater-bearing geologic formation that contains enough saturated permeable material to yield significant quantities of water.

Archaeological site: A site where relics or remnants of past human activity are preserved.

Architectural enhancements: Design components of a building that significantly increase the aesthetic appeal or that provide an opportunity for arts display and/or performances. Aesthetic features include fountains, arches, sculpture and stained glass. Opportunities for arts display include display areas, stage, amphitheaters, lighting, sculpture and stained glass.

Arterial road: A roadway primarily used by through traffic, usually on a continuous route, or a roadway designated as part of a principal roadway system.

Art in public places: A program that supports exhibits and performances of cultural or artistic merit in public buildings or areas of significant public use.

Arts facility: A structure that houses any artistic discipline, including music, dance, theater, creative writing, literature, architecture, painting, sculpture, folk arts, environmental art, photography or crafts, and the teaching and exhibition of these artistic disciplines.

Artesian well: A human-made connection from the surface to a water-bearing formation (Floridan aquifer) that allows for extraction of water. An artesian well has sufficient pressure to force water upwards.

Artworks: Tangible objects produced according to aesthetic principles, including paintings, sculpture, engravings, carvings, frescos, mobiles, murals, collages, mosaics, statues, bas-reliefs, tapestries, photographs and drawings. Additionally, it includes ecological/environmental art, architectural enhancements and other artistic expressions that are aesthetically pleasing.

Average annual daily traffic (AADT): Denotes the daily traffic averaged over one calendar year.

Beach access area: A public beach access site developed to a lesser degree than a beach park and intended for less intensive use, having improved parking and public beach access, but few other amenities.

Best available data: means data that derives from a source that is generally recognized as authoritative, methodologically sound, and currently valid in the profession or professions relevant to the planning issue. Where accurate and timely information exists based on data from Martin County, it shall be considered the best available data.

Biosolid disposal: Treatment techniques allowing proper disposal of biosolids to prevent adverse environmental impacts. These techniques can include use as a land fertilizer or dewatering for disposal at a solid waste landfill.

Buffer: A strip of land, fence, or border of trees, etc., between one use and another, which may or may not have trees and shrubs planted for screening purposes, designed to set apart one use area from another. It can be a physical and/or spatial separation. An appropriate buffer may vary depending on the purpose of the buffer, and shall be determined by the appropriate Land Development Regulation.

Canal: An artificial waterway providing access to surface waters of the State or their tributary systems for the purposes of navigation, aesthetics, recreation and/or enhancement of property value. This definition expressly excludes nonresidential canals required for agricultural irrigation and drainage purposes with a legal spillway, pump station or control structure that does not provide ingress and egress for navigation. This definition excludes appropriately designed swales and ditches approved by Martin County as necessary for controlled discharge of surface water.

Capacity: The limiting (maximum) number of vehicles that can be expected to traverse a unit of distance on a roadway under ideal flow conditions. For the purpose of this Plan, road capacity is established by the methodology adopted by the Florida Department of Transportation latest Quality/Level of Service.

Capital improvement: Land, improvements to land, structures (including design, permitting and construction), initial furnishings and selected equipment (including ambulances, fire apparatus and library collection materials). Capital improvements have an expected useful life of at least three years. Other capital costs - such as motor vehicles and motorized equipment, computers and office equipment, office furnishings and small tools - are considered in the County's annual budget. However, such items are not capital improvements for the purposes of the Comprehensive Growth Management Plan, or the issuance of development orders.

Category of public facilities: A specific group of public facilities, as follows:

- *Category A:* arterial and collector roads, active parkland, water management, potable water, sanitary sewer, solid waste, public school and fire rescue facilities.
- *Category B:* libraries, correctional institutions and other government facilities owned or operated by the County.
- *Category C:* arterial and collector roads owned or operated by Federal or State governments, and potable water and sanitary sewer facilities owned or operated by independent districts or private organizations.
- *Category D:* public health facilities owned or operated by Federal, State and municipal governments, independent districts and private organizations; and arterial and collector roads (municipal streets), water management, potable water, sanitary sewer, and parks and recreation facilities, and solid waste facilities owned or operated by municipal governments; water management and park and recreation facilities owned and operated by Federal and State governments; and park and recreation facilities, and solid waste facilities owned or operated by private organizations.
- *Category E:* public facilities for which level of service standards are not applied. These facilities include the airport and golf courses.

Chlorination: The addition of chlorine to treated water as a disinfectant to control bacteria.

CIE/CIP: Capital Improvements Element/Capital Improvements Plan.

Class I Waters: Fourteen general areas throughout the state used as a drinking water supply, including: impoundments and associated tributaries and certain lakes, rivers, or portions of rivers.

Class II Waters: Coastal waters where shellfish are harvested.

Class III Waters: The surface waters of the State, unless described in rule 62-302.400 F.A.C.

Coastal High Hazard Area: (State Statute) The coastal high-hazard area is the area below the elevation of the Category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. §163.3178(2)(h), Fla. Stat. (2017)

Coastal High Hazard Area: (Code of Federal Regulations) A Special Flood Hazard Area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V. 44 C.F.R. §59.1 (2006)

Collector road: In rural areas, a roadway that connects small towns and local roadways to arterial roadways; in urban areas, a roadway that provides land access and traffic circulation within residential, commercial, and business areas and connects local roadways to arterial roadways.

Commercial core areas (CCA): Historical community centers where retail and service businesses have agglomerated and the existing and planned principal arterial intersections where community-sized and larger shopping centers are being established.

Commercial marina: A facility for the commercial docking, launching, mooring or storage of vessels and which may include accessory retail and service uses, such as the sale, lease, or rental of boats, bait and tackle shops, off-loading and processing of commercial seafood products, and marine equipment sales.

Community park: A County-owned and County-managed recreation site with facilities for active recreation, including ball fields and courts, serving a population within a 3-mile radius.

Community Redevelopment Area (CRA): A slum or blighted area, or an area with a shortage of housing that is affordable to residents of low or moderate income, including the elderly; or a coastal and tourist area that is deteriorating and economically distressed due to outdated building density patterns, inadequate transportation and parking facilities, faulty lot layout or inadequate street layout; or a combination thereof; and designated by the Board of County Commissioners as appropriate for community redevelopment. Community Redevelopment Areas shall be designated on the Future Land Use Map.

Complete street: A roadway that accommodates all travelers, particularly public transit users, bicyclists, pedestrians, and motorists, to enable all travelers to use the roadway safely and efficiently.

Concurrency: Provision of public facilities and services needed to support development at the time the impacts of such development occur.

Concurrency management: The coordination of land use decisions and available or projected fiscal resources with a schedule of capital improvements that maintains adopted level of service standards and meets the existing and future facility needs.

Cone of depression: A conical area of reduced water levels resulting from withdrawal of groundwater from a point source, such as a well. The extent and depth of the depression is a function of the hydraulic properties of the aquifer, pumpage rates and recharge rates.

Consistent: Developments approved or undertaken by Martin County shall be consistent with the Comprehensive Plan if the land uses, densities or intensities, capacity or size, timing, and other aspects of the development are compatible with and further the objectives, policies, criteria, land uses, and densities or intensities in the Comprehensive Plan.

Cultural and performing arts center: A building with the acoustics, space, lighting, stages and other relevant design items needed for the performance of theater, music and dance; visual exhibits; and lectures and meetings.

Deep well: An injection well constructed to dispose of wastewater effluent into the injection zone. The injection zone used in Martin County is approximately 3,000 feet below ground surface. It consists of limestone boulders topped by an impervious confining zone that restricts fluid movement above the boulder zone.

Demolition: The intended destruction of a building, in whole or in part, and removal from its site.

Development: For the purposes of the CGMP, the term "development" shall mean the carrying out of any building activity or mining operation, the making of any material change in the redevelopment or modification of an existing use or appearance of any structure or land which creates additional impacts, and the dividing of land into three or more lots, tracts or parcels (including planned unit developments).

Development order: Any order granting, denying, or granting with conditions, an application for a building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance or any other official action of the County having the effect of permitting the development of land.

Development order, final: A building permit, final plat approval (except for boundary plats), final development plan approval, excavation and fill permit approval, landscape approval, mining permit or any other development order which results in an immediate and continuing impact upon public facilities.

Development order, preliminary: Means a DRI development approval, zoning approval, preliminary plat approval, a boundary plat for which additional final development plans would be required, preliminary development plan approval, master plan approval, Board of Adjustment approval and any other development order, other than a final development order.

Domestic self-supply: Water used by households whose primary sources are private wells or water treatment facilities (also referred to as package water treatment plants) with pumpages of less than 0.1 million gallons per day (Source: SFWMD, Consolidated Water Supply Plan Support Document).

Domestic wastewater residuals (sludge or biosolids): Solid, semisolid or liquid residue generated during the treatment of domestic wastewater in a treatment facility.

Drainage basin: An area that contributes stormwater to a drainage system, estuarine waters or oceanic waters, including all areas artificially added to the basin.

Drainage facilities: A system of structures designed to collect, convey, hold, divert or discharge stormwater, including sewers, canals, culverts, weirs (dams), control structures and detention and retention facilities.

Drawdown: Lowering of existing groundwater level caused by the withdrawal of water from the aquifer.

Dune Preservation Zone: The mean high water line of the Atlantic Ocean to a point 50 feet westerly of the coastal construction control line, as in force and in effect on June 1, 1985. It is prohibited to clear or excavate the beach or dune in the dune preservation zone for any reason, other than approved shore protection, beach restoration, dune crossovers or activities related to beach safety.

Economic leakage: The process by which funds earned in an area leave the area. When savings, taxes and imports "leak" out of the local economy, it reduces the total funds available in the economy. The presence of leakage suggests there is an opportunity to grow the local economy by capturing leaked dollars.

Effluent: Wastewater that has received secondary treatment from a wastewater treatment plant.

Effluent reuse: An environmentally sound practice using effluent for purposes such as irrigation. Effluent to be reused requires advanced treatment, including filtration and additional disinfection.

Environmental art: A model of art that investigates climate change and ecological/environmental sustainability by bringing together science and the arts in a variety of events such as performances, exhibits, talks, tours, films and fairs.

Estuarine waters: Region of interaction between rivers and near-shore ocean waters where tidal action and river flow mix fresh and salt water. Such areas include bays, mouths of rivers, salt marshes and lagoons. These brackish water ecosystems shelter and feed marine life, birds and wildlife.

Federal Aviation Regulation (FAR): All FARs are contained in Title 14, Code of Federal Regulations. The "Part" number identifies the specific subject area. For example: Part 77—Title: Objects Affecting Navigable Airspace).

Federal Transit Administration (FTA): The agency within the U.S. Department of Transportation charged with overseeing transit-related policies and programs.

Fishing access: Undeveloped or developed land that provides public access for fishing. It is measured in footage of shoreline or pier length.

Fixed base operator (FBO): Airport service business related to repair, refueling, charter, flight instruction, etc. as defined by the statute for fixed base operators.

Floridan Aquifer: The major confined limestone aquifer underlying the entire Florida peninsula, extending from 600 to 1,500 feet below the land surface. Its water quality is generally lower than the Surficial aquifer. The water contains moderate to high concentrations of dissolved solids (chlorides), thereby requiring advanced treatment methods for use as potable water.

Florida intrastate highway system (FIHS): A statewide network of limited-access and controlled-access highways designed with general-use and exclusive-use lanes to accommodate Florida's high speed and high volume highway traffic.

Force main: A pressure transmission pipe that transports wastewater from a lift station to the wastewater treatment plant.

Foster care facility: A facility that houses foster residents and provides a family living environment, including such supervision and care as may be necessary to meet the physical, emotional and social needs of the residents, and serving either children or adult residents.

Full service beach park: A fully developed public beach access site with lifeguards, restrooms, showers, picnic areas, improved parking and other amenities for the management and use of large crowds.

Functional classification: A classification system for the roadway network denoting what function particular roads serve. Due to different planning perspectives, the State and County maintain different functional classification systems. The adopted Florida Department of Transportation (FDOT) Functional Classification map is on file with the Martin County Engineering Department.

General aviation: That portion of civil aviation that encompasses all facets of aviation except air carriers holding a certificate of public convenience and necessity from the Federal Aviation Administration.

Green building practices: The application of development standards aimed at utilizing sustainable site development practices, saving energy, utilizing renewable energy sources, reusing existing materials, improving water efficiency, reducing carbon dioxide emissions, improving environmental quality, improving air quality and conserving resources.

Groundwater: Water that fills all unblocked voids of underlying material below the natural ground surface, which is the upper limit of saturation, or water held in the unsaturated zone by capillarity.

Groundwater basin: An area that holds water beneath the land surface. It is defined by groundwater recharge divides (areas with a high water table that usually coincide with topographic elevation) and groundwater discharge divides (usually streams into which groundwater discharges). Groundwater basins often coincide with surface water drainage basins.

Group home: A facility that provides a living environment for unrelated residents who operate as the functional equivalent of a family, including such supervision and care as may be necessary to meet the physical, emotional and social needs of the residents. This definition includes adult congregate living facilities comparable in

size to group homes. This definition does not include rooming houses or boarding houses, clubs, fraternities, sororities, monasteries or convents, hotels, residential treatment facilities, nursing homes or emergency shelters.

Guidelines for preservation: Criteria published in the U.S. Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

Heliport: An area of land, water, or structure used or intended to be used for the landing and takeoff of helicopters and includes its buildings and facilities, if any.

Historic district: A collection of archaeological sites, buildings, structures, landscape features or other improvements concentrated in the same area and designated as a district.

Historic marker: An official marker designating a site of historic significance.

Historic Preservation Board: A board of citizens established by the Martin County Board of County Commissioners for the purpose of assisting in the implementation of historic preservation activities.

Historic resource: A prehistoric or historic district, site, building, structure, object or other real or personal property of historical, architectural or archaeological value. The properties or resources may include monuments, memorials, Native American habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, treasure troves, artifacts or other objects with intrinsic historical or archaeological value relating to the history, government or culture of Martin County or the United States of America.

Historic sites survey: A comprehensive survey compiled for Martin County involving the identification, research and documentation of buildings, sites and structures of any historical, cultural, archaeological or architectural importance in Martin County.

Housing trust fund: A dedicated source of revenue available to assist people, who qualify based on income, to attain housing that is affordable.

Housing units in actual use: Means the number of residential housing units occupied by permanent residents as classified by the US Census, plus the number of vacant seasonal housing units. Housing units in actual use equals the occupied housing units plus vacant seasonal housing units.

Incentive: The addition of a positive measure and/or the elimination or reduction of a negative measure to encourage activities, programs, or projects to obtain a specific goal.

Individual potable water treatment system: A potable water well, treatment and supply system which serves nonresidential uses with a flow rate of less than or equal to 2,000 gallons per day, and where treatment is mandated by governing agencies.

Industrial, hazardous or toxic sewage waste — From 64E-6.002(29) FAC. — Wastewater not otherwise defined as domestic sewage waste or commercial sewage waste. Wastewater carried off by floor drains, utility sinks and equipment drains located in buildings in industrial or manufacturing areas, estimated volumes of commercial sewage wastes exceeding 5,000 gallons per day, wastewater from commercial laundry facilities with more than four self-service machines, and wastewater from car and truck washes are included in this definition.

Infill development: Development occurring in vacant areas in the urbanized parts of the County.

Influent: Untreated or raw wastewater delivered by a combination of gravity sewers and force mains to the head end (front end) of a wastewater treatment facility.

Injection well/zone: A well in which fluid is transmitted to a subterranean formation.

Interim level of service: A temporary level of service designation for a roadway link that expires after limited time or when a specified traffic volume threshold is reached, whichever occurs first. The interim level is usually

below the adopted level of service for the road network and is linked to a specific programmed improvement designed to bring the operation of the facility up to the adopted level.

Interim package plant: A temporary package plant or septic system in service until a regional system is available in close enough proximity and with adequate capacity.

Interim water systems: Any temporary potable water treatment and supply system, other than an individual potable water well, in service until a regional system is available in close enough proximity and with adequate capacity.

Interlocal Agreement for School Facilities Planning and Siting: The interlocal agreement detailing the responsibilities and coordination processes necessary to implement joint planning, school siting procedures, and school concurrency between Martin County, City of Stuart and the School Board of Martin County. It was signed by the School Board on February 19, 2008, and made effective by Martin County on March 11, 2008.

Investor-owned public sewage system: A wastewater treatment facility that is not owned by the government but is regulated by the Florida Public Service Commission.

Ion exchange: A reversible chemical process in which ions from an insoluble permanent solid medium (the ion exchanger - usually a resin) are exchanged for ions in a solution or fluid mixture surrounding the insoluble medium. The superficial physical structure of the solid is not affected. Both cation and anion exchange are used for water conditioning. Cation exchange is commonly used for water softening.

Large multislip docking facility: A boat facility constructed and used as a private docking area within residential areas. The facility is for the exclusive use of the residents and is not for use by the general public.

Leap-frog development: Developments located beyond the fringe of urban development where the planned provision of urban services cannot be assured in a cost-effective manner and where community planning goals would be adversely affected.

Level of service (LOS): An indicator of the extent or degree of service provided by, or proposed to be provided by a facility, based on and related to the facility's operational characteristics. Level of service indicates the capacity per unit of demand for a public facility.

Lime softening: The use of lime in a chemical precipitation process to remove compounds that contribute to hardness in water. Lime softening enhances the aesthetic quality of potable water.

Limited access highway: An expressway; a highway especially planned for high-speed traffic, usually having few if any intersections, limited points of access or exit, and a divider between lanes for traffic moving in opposite directions.

Linkage fees: Fees collected from nonresidential and market-rate residential development and placed in a trust fund to be used in building affordable homes for low-wage workers.

Live-work units: Buildings or structures used jointly for commercial and residential purposes where the residential use of the space is secondary or accessory to the primary place of work.

Living shorelines: An environmentally sound practice that uses materials and methods of construction intended to stabilize shorelines and reduce erosion while simultaneously enhancing environmental function by providing habitat for marine organisms, grasses, fish and wildlife.

Local street: A street intended to provide access to abutting properties, which tends to accommodate lower traffic volumes and serves to provide mobility within that neighborhood (see also Residential road).

Local register of historic places: A listing maintained by the Martin County Historic Preservation Board, of various sites, buildings, structures, objects and districts that are historically significant, as determined by criteria established by local ordinance.

Material Change: Any change to the allowable uses, densities or intensities, development standards, extent of development allowances or infrastructure or preservation requirements. deadlines for payment of fees, completion of work or similar substantive matters, or other substantive aspect of development that may increase the impact of the amendment, including those related to financial obligations.

Mean high water line: the intersection of the tidal plane of mean high water with the shore as determined in accordance with Chapter 177, Part II, Florida Statutes.

Metropolitan Planning Organization (MPO): Mandated by the 1973 Federal Aid Highway Act, the MPO serves as the planning/decision-making body for the Metropolitan Planning Area (MPA) in Martin County. The policy-making board consists of elected officials from Martin County, the City of Stuart, and the Town of Sewall's Point.

Mixed-use development: A mix of residential and commercial, institutional, or limited impact industrial uses, in the form of a mixed-used pattern or a mixed-use project.

Mixed-Use Overlay: A future land use overlay area as shown on the Future Land Use Map within a Community Redevelopment Area where mixed-use development is authorized and encouraged.

Mixed-use pattern: A dynamic mix of residential, commercial, institutional and/or limited impact industrial uses located within walking distance that develops incrementally over time, and may, but need not, involve more than one type of land use on any individual lot.

Mixed-use project: One or more buildings containing a residential use and one or more complementary commercial, institutional, and limited impact industrial uses, in close proximity and planned and approved as a single, unified project.

Mobile home: A structure that is transportable in one or more sections, built on a permanent chassis and designed for use as a single-family residential dwelling when connected to the required utilities. If fabricated after June 15, 1976, each section should bear a U.S. Department of Housing and Urban Development (HUD) label certifying its compliance with the Federal Manufactured Home Construction and Safety Standards, 42 USC 5401 and 24 CFR 3282 and 3283.

National Register of Historic Places: A federal listing maintained by the National Park Service of buildings, sites, structures, objects and districts that are historically significant, as defined by the Historic Preservation Act of 1966 (amended).

Native Upland Habitat: Native plant community associations, including canopy, understory and groundcover, or any combination of them that are generally undisturbed and unimproved.

Natural conditions: Those wetlands and native upland habitat, in place on a property prior to any man-made alteration to the property, as indicated by generally accepted data sources including, but not limited to, the Soil Survey of Martin County Area (Martin Soil and Water Conservation District: U.S.D.A. Soil Conservation Service, 1981; Florida Division of Forestry, 1981) and aerial photographs.

Neighborhood Advisory Committee or NAC: Committee of residents, property owners, business owners or their agents appointed by the Community Redevelopment Agency to act in an advisory capacity to the CRA for a particular community redevelopment area.

Neighborhood park: A park servicing an area within a one-mile radius that provides open space and/or organized play structures.

Nonpublic wastewater systems: A regional wastewater treatment and disposal plant that serves the public but has less than 15 service connections and regularly serves less than 25 individuals daily on at least 305 days of the year.

Objective: A specific, measurable, intermediate end that is achievable and marks progress toward a goal.

Onsite Sewage Treatment and Disposal Systems (OSTDS): A sewage treatment and disposal facility which contains a drainfield system and an anaerobic or aerobic treatment systems.

Open space: The portion of a development that is permeable and remains open and unobstructed from the ground to the sky, specifically excluding parking areas and sidewalks, whether permeable or impermeable.

Overlay zoning districts: Zoning districts in which additional regulations are imposed as performance standards over and above the standard development regulations of the underlying district.

Package wastewater treatment plant: A wastewater treatment plant which accommodates flows greater than 2,000 gallons per day, but less than 500,000 gallons per day, and is not certified as a regional wastewater system.

Package water treatment plant means a water treatment plant which accommodates flows greater than 2,000 gallons per day, but less than 500,000 gallons per day, and is not certified as a regional potable water system.

Passive parkland: Parks where the natural features of the land are the major attractor.

Peak hour: The 60 minutes within a 24-hour period with the highest traffic volume. A peak hour is generally designated for both morning and afternoon traffic conditions.

Peak population (facility): The number of permanent residents and seasonal visitors. It is calculated by adding permanent population to seasonal population (facility) to calculate the peak population for level of service planning. This definition includes tourists, migrant farmworkers, prisoners, group home residents, and other short-term and long-term visitors.

Peak population (housing): The number of residents living in residential housing units for more than six months of the year, and the number of occupants of residential housing who spend less than six months in Martin County equals peak population (housing). It is calculated by adding permanent population (housing) and the seasonal population (housing) to determine the total demand for residential housing units.

Percent for Art Ordinance: An ordinance designed to authorize commitment of a given percentage of public funds from certain public construction and remodeling projects (based on the project size and type) to place art in public places.

Percolation pond: An earthen impoundment designed and operated to provide for fluid losses by percolation/seepage in addition to evaporative losses. A percolation pond does not have an impervious liner.

Permanent population: The number of residents living in the unincorporated area for more than six months of the year. This includes permanent residents in households as well as prisoners and group homes.

Permanent population (housing): The number of residents living in the unincorporated area in residential housing units for more than six months of the year.

Permanent resident: A person who resides in Martin County for six months or more of the year (U.S. Census Bureau).

Permit Ready Industrial Development: Projects located on lands with an Industrial land use designation or are located within a targeted business zoning district that have satisfied all requirements to be designated a permit ready project as specified in the Land Development Regulations.

Persons per household (unincorporated Martin County): The number of permanent residents living in residential housing units (classified by the Census as population in occupied housing) divided by the number of occupied housing units (provided by the US Census or EDR in a given year) to arrive at the persons per household for unincorporated Martin County.

Planned unit development: A unified development that is 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 approved at public hearing.

Policy: The way in which programs and activities are conducted to achieve an identified goal.

Potable water facilities: A system of wells, raw (untreated) water mains, treatment plants and water distribution mains that provide a continuous, safe source of high-quality drinking water.

Prime groundwater recharge areas: Land or water areas through which groundwater is replenished that are critical to maintaining the water table elevation of the groundwater basin. Such areas are determined by soil conditions that are conducive to the percolation of water from the surface to the water table. The recharge function cannot be preserved with development as an urban use.

Prime agricultural areas: Areas having soil and/or water conditions defined in the Federal Register, Volume 49, No. 130, July 1984, providing the Soil Conservation Service, U.S. Department of Agriculture Land Use Policy in Appendix A, Section 401.10.

Private water systems: Water systems not under governmental ownership and operation. These systems fall under the rules and regulations of the Florida Public Service Commission.

Public art: Any visual work of art displayed for two weeks or more in an open public-owned area, on the exterior of any public-owned facility, within any public-owned facility in areas designated as public area, such as lobbies, or public assembly areas, or on nonpublic property if the work of art is installed or financed either whole or in part with public funds or grants procured by the public.

Public facility: The capital improvements and systems of each of the following: airport, coastal, corrections, police and law enforcement, fire rescue, emergency shelters, golf courses, libraries, mass transit, miscellaneous, open space/conservation lands, parks and recreation, pedestrian/bicycle and other multimodal pathways, public buildings, public health, roads, schools, solid waste, water management and utilities. Mandatory public facilities are listed as category A and category C. Nonmandatory public facilities are those facilities listed as category B and category D. Level of service standards are not applied to category E facilities (see also *Category of public facilities*).

Public open space: The term "public open space" shall be used to describe lands purchased for public access and public benefit. It shall include resource-based parks and land preserved for conservation or aesthetic reasons. It shall not be confused with the definition of "open space" as permeable, unobstructed portions of a site, as used in the County Land Development Regulations and in Chapter 4, Future Land Use.

Public urban facilities and services: Regional water supply and wastewater treatment/disposal systems, solid waste collection services, acceptable response times for sheriff and emergency services, reasonably accessible community park and related recreational facilities, schools and the transportation network.

Public use airport: A publicly owned or privately owned airport that is open to the public without advance permission.

Public water supply: Water that is withdrawn, treated, transmitted and distributed as potable or reclaimed water.

Pump station or lift station: A wet well (holding tank) with pumps from which sewage is pumped into a force main or gravity sewer system for transport to a wastewater treatment plant.

Recharge: The addition of water, typically by rainfall, to the Surficial aquifer, thereby replenishing the supply of water.

Reclaimed water: Water that has received at least secondary treatment and basic disinfection and is reused after flowing out of a domestic wastewater treatment facility (Source: Rule 62-610.200 Florida Administrative Code).

Recreational airport: A general aviation airport handling smaller aircraft that provides access to recreational facilities that are either on-site or in the immediate area. The recreational facilities may or may not be aviation related.

Redevelopment: The replacement, rehabilitation or repurposing of existing improvements on a previously developed site.

Regional Long Range Transportation Plan (RLRTP): A long-range transportation plan developed by the Metropolitan Planning Organization that identifies critical transportation needs and recommended roadway improvements. The RLRTP, on file with the Martin MPO, includes a Needs Plan and a Cost Feasible Plan.

Regional park: A park servicing a countywide area that may have the following: athletic facilities, open space, and passive features.

Regional sewage systems: A government-owned or investor-owned public sewage system that treats wastewater for a fee for specific geographic regions. Such a system has a capacity of at least 0.5 million gallons per day as rated by the Florida Department of Environmental Protection (FDEP). It is designed and located to offer service to a relatively large area. This term is not intended to designate a single, county-wide wastewater system.

Regional water systems: Either government-owned or investor-owned potable water facilities that provide water, for a fee, to specific geographic areas in Martin County. These systems have a capacity equal to or greater than 0.1 million gallons per day, as rated by the Florida Department of Environmental Protection (FDEP). These systems are designed and located to serve a relatively large area.

Residential development tracking system: The system which tracks all residential development with master plan approval or with final site plan or final plat approval through the approval and construction process.

Residential road: A street intended to provide access to abutting properties. It tends to accommodate lower traffic volumes and provides mobility within that neighborhood (see also Local street).

Resource airport: A publicly owned airport identified by the State of Florida as an important aviation asset that must be preserved to handle future needs. Resource airports typically provide aviation access to areas of the State where scheduled air service does not exist.

Resource-based park: A recreation site that primarily provides public access to a natural resource (i.e., beach) or to a recreational facility that depends on a specific natural resource (i.e., boat ramp, fishing access).

Reverse osmosis: A membrane process for desalting water using applied pressure to drive the feed water (source water) through a semipermeable membrane (Source: SFWMD, Consolidated Water Supply Plan Support Document).

Roadway functional classification: The assignment of roads into categories according to the character of service they provide in relation to the total road network. Basic functional categories include limited access facilities, arterial roads and collector roads, which may be subcategorized into principal, major or minor levels. Those levels may be further grouped into urban and rural categories (see definition of "collector road").

Roadway link/segment: A length of roadway being evaluated, usually the distance from one signalized intersection to the next.

Rural area: Areas of sparse population (less than 1,000 persons per square mile) generally located in the western portion of the County beyond the turnpike in the north, and I-95 in the central and south County.

Saltwater intrusion: The inland encroachment of saltwater into an aquifer in coastal areas due to lowering of the freshwater head in the aquifer.

School Concurrency Review Report: A report providing the County with a determination on whether there is school capacity sufficient to accommodate a new development. It is produced by the School District staff and submitted to the County.

Schools Technical Advisory Committee (TAC): A five-member committee appointed by the County, School Board, and City of Stuart whose main purpose is to evaluate school siting needs. The Interlocal Agreement for School Facilities Planning and Siting provides details on the TAC.

Scrivener's error: A mistake in an ordinance or other document adopted by the Board that is the result of a clerical error and which is not a reflection of the Board's actual intent.

Seagrass beds: Long-term, persistent, viable habitat characterized by rhizome development and growth.

Seasonal population (facility): The number of people in the unincorporated area defined as seasonal population (housing) plus part-time inhabitants who use, or may be expected to use, public facilities or services, but are not residents. This includes tourists, migrant farmworkers, and other short-term and long-term visitors, (adapted from Section 163.3164(41) F.S.)

Seasonal population (housing): The number of residents living in residential housing units who spend less than six months in Martin County. The seasonal population in terms of the demand for residential housing units is calculated by multiplying the persons per household, unincorporated area, by the "vacant seasonal housing units" as classified by the US Census and defined in this chapter.

Secondary treatment: Advanced treatment using aeration and biological decomposition of waste materials. This process, regulated by the Florida Department of Environmental Protection, is widely used for safe wastewater treatment.

Septage mixture of biosolids: Fatty materials, human feces and wastewater removed during pumping of an onsite sewage treatment and disposal system. Excluded from this definition are the contents of portable toilets, holding tanks, and grease interceptors.

Site-related improvements: Road improvements generally defined as direct site access, driveways and turn lanes for traffic entering and exiting the site, project signalization or other improvements directly required for and benefiting the proposed development.

Standard housing: Housing that is in satisfactory condition, provides safe and adequate shelter, is not in need of any obvious structural repairs and has been adequately maintained.

Stormwater: The flow of water resulting from rainfall.

Stormwater management system: A system that collects, channels, or diverts the movement of stormwater.

Substandard housing: As defined by Section 420.0004, Florida Statutes:

- A unit lacking complete plumbing or sanitary facilities for the exclusive use of the occupants;
- A unit in violation of one or more major sections of an applicable housing code and where such violation poses a serious threat to the health of the occupant; or
- A unit that has been declared unfit for human habitation but could be rehabilitated for less than 50 percent of the property value.

Surficial Aquifer: A relatively shallow, unconfined aquifer, one of two sources of potable water in Martin County.

Targeted businesses: Uses identified on the State of Florida Targeted Industries List as produced and as updated by Enterprise Florida, Inc., and/or other entities designated by the State of Florida for economic development (which may be amended periodically). Targeted businesses typically include manufacturing facilities; finance and insurance services; wholesale trade; information industries; professional, scientific and technical services; management services; and administrative and support services.

TND (Traditional Neighborhood Development): New neighborhood planning guided by the sensible and desirable attributes of "traditional neighborhoods," providing a full range of housing types, commercial and office opportunities.

Traffic analysis zones: The basic geographical entity or area delineated for transportation analysis, generally corresponding with one or more units designated by the Census Bureau for data collection (i.e., block group, enumeration district or census tract).

Traffic Congestion Mitigation Program (TCMP): A program of actions designed to maintain and improve the capacity of roadway links in heavily congested areas. A TCMP may be developed by government and/or private sector interests to address link/intersection deficiencies and improve overall traffic flows. The TCMP may also include:

- Parallel roadway improvements in the corridor or area;
- Improved traffic flow through implementation of road marking and signing, access control measures, intersection redesigns, connectivity, or turn lane additions;
- Ride sharing program;
- Preferential treatment for high-occupancy vehicles on congested links; and
- Staggered or flexible work hours.

The TCMP must describe in detail a program of improvements to the transportation system and/or trip reduction measures that provide additional capacity on congested links and at problem intersections. Professionally prepared traffic engineering studies acceptable to the County must be provided in advance of approval to demonstrate the anticipated impacts of the program. The TCMP must specify a secure and dedicated source of funding for the proposed improvements and must include a monitoring component to ensure that the program achieves the anticipated effects.

Transportation concurrency exception area (TCEA): Delineated urban area where infill and redevelopment are encouraged and exceptions to the transportation concurrency requirement are made, providing that alternative modes of transportation, land uses, mixes, urban design, connectivity, and funding are addressed.

Transportation Concurrency Management Area: A designated geographically compact area with an existing network of roads where multiple, viable alternative travel paths or modes are available for common trips. The designated area may have an established area-wide level of service standard based on analysis that justifies the area-wide level of service, identifies how urban infill development or redevelopment will be promoted, and describes how mobility will be accomplished.

Transportation disadvantaged: Individuals who - because of physical or mental disability, income status or age - are unable to transport themselves or to purchase transportation and must depend on others for access to services.

Transportation Improvement Program (TIP): A compilation of the five-year schedule of capital transportation projects within the Metropolitan Planning Area, including projects proposed by the State, the County and all

municipalities. The program begins with year one, the existing fiscal year, and includes five additional years of projected costs beginning with the upcoming fiscal year.

Undeveloped beachfront: A publicly owned beach access site with no improvements.

Unhardened shoreline: A shoreline that has not been hardened by legally permitted riprap or seawalls.

Urbanized/urban area: An area containing a city (or twin cities) of 50,000 or more population, with a density of 1,000 persons per square mile. The boundary of this area is described and adopted by the Martin County Metropolitan Planning Organization (MPO) and approved by the Florida Department of Transportation (FDOT) and the Federal Highway Administration (FHWA).

Urban sprawl: A development pattern requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.

Urban development: Commercial and industrial uses and densities in excess of two units per acre or lot sizes one-half acre or smaller.

Utility service area: A defined area in which water and/or wastewater service is provided by a regional utility.

Vacant seasonal housing units: The decennial Census count for residential housing units that are occupied, but for less than six months of the year. This definition excludes the following vacant categories used by the U.S. Census: For Rent; Rented, not occupied; For sale only: Sold, not occupied; For migrant workers.

Viewshed: a designated area along the side of a property that provides an unobstructed view from any public right-of-way to waters of the State or their tributary systems including canals used for the purpose of navigation.

Volume: The number of persons, bicycles or vehicles passing a point on a lane, roadway or other trafficway during some time interval, often one hour.

Wastewater Master Plan: A facilities planning report assembled to predict future wastewater treatment needs based on historical sewage loads and population growth projections.

Water dependent uses: Land uses for which location is dependent on proximity to the water resource (i.e., commercial marinas, boatyards, industrial boat repair and manufacturing, and water sports recreational use).

Water Master Plan: A facilities planning report assembled to predict future water supply and treatment needs based on historical consumption and population growth projections.

Water recharge areas: Land or water areas through which groundwater is replenished.

Water related uses: Land uses for which association with the water resource is required (i.e., commercial trailered boat sales, bait/tackle shops, recreational resorts and institutional or educational research centers).

Water table: The upper surface of the saturated zone in an unconfined aquifer.

Well: An excavation constructed to conduct groundwater from an aquifer to the ground surface by pumping or artesian flow.

Zones of influence: The area surrounding a pumping well in which the water table has been lowered due to groundwater withdrawal.

Prepared By: Clyde Dulin
Martin County
Growth Management Department
2401 S.E. Monterey Road
Stuart, FL 34996

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

RESOLUTION NUMBER 21-8.22

**A RESOLUTION OF MARTIN COUNTY, FLORIDA, TO INITIATE A TEXT
AMENDMENT TO THE COMPREHENSIVE GROWTH MANAGEMENT PLAN**

WHEREAS, on June 29, 2021 the Governor signed House Bill 59, now codified into law as Chapter 2021-195 Laws of Florida; and

WHEREAS, this legislation requires each local government in the State to adopt a property rights element in its comprehensive plan by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan; and

WHEREAS, in order for Martin County to proceed with the processing of plan amendments initiated after July 1, 2021, whether those amendments are initiated by the Board of County Commissioners or submitted by an applicant, it will be necessary for Martin County to comply with the requirements of Chapter 2021-195, Laws of Florida and adopt a property rights element in its comprehensive plan; and

WHEREAS, the Martin County Comprehensive Growth Management Plan, Section 1-11, Amendment Procedures, states that the Martin County Board of County Commissioners may, by resolution, initiate a request to amend, modify, add to, or change the Comprehensive Growth Management Plan

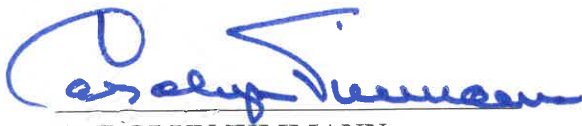
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF
MARTIN COUNTY, FLORIDA, THAT:**

The Martin County Board of Commissioners herein initiates a text amendment to 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.

DULY PASSED AND ADOPTED THIS 10th DAY OF AUGUST 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**

CHAPTER 2021-195

Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 59

An act relating to growth management; amending s. 163.3167, F.S.; specifying requirements for certain comprehensive plans effective, rather than adopted, after a specified date and for associated land development regulations; amending s. 163.3177, F.S.; requiring local governments to include a property rights element in their comprehensive plans; providing a statement of rights which a local government may use; requiring a local government to adopt a property rights element by the earlier of its adoption of its next proposed plan amendment initiated after a certain date or the next scheduled evaluation and appraisal of its comprehensive plan; prohibiting a local government's property rights element from conflicting with the statement of rights contained in the act; amending s. 163.3237, F.S.; providing that the consent of certain property owners is not required for development agreement changes under certain circumstances; providing an exception; amending s. 337.25, F.S.; requiring the Department of Transportation to afford a right of first refusal to certain individuals under specified circumstances; providing requirements and procedures for the right of first refusal; amending s. 380.06, F.S.; authorizing certain developments of regional impact agreements to be amended under certain circumstances; providing retroactive applicability; providing a declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (3) of section 163.3167, Florida Statutes, is amended to read:

163.3167 Scope of act.—

(3) A municipality established after the effective date of this act shall, within 1 year after incorporation, establish a local planning agency, pursuant to s. 163.3174, and prepare and adopt a comprehensive plan of the type and in the manner set out in this act within 3 years after the date of such incorporation. A county comprehensive plan is controlling until the municipality adopts a comprehensive plan in accordance with this act. A comprehensive plan for a newly incorporated municipality which becomes effective ~~adopted~~ after January 1, 2016 ~~2019~~, and all land development regulations adopted to implement the comprehensive plan must incorporate each development order existing before the comprehensive plan's effective date, may not impair the completion of a development in accordance with such existing development order, and must vest the density and intensity approved by such development order existing on the effective date of the comprehensive plan without limitation or modification.

Section 2. Paragraph (i) is added to subsection (6) of section 163.3177, Florida Statutes, to read:

163.3177 Required and optional elements of comprehensive plan; studies and surveys.—

(6) In addition to the requirements of subsections (1)-(5), the comprehensive plan shall include the following elements:

(i)1. In accordance with the legislative intent expressed in ss. 163.3161(10) and 187.101(3) that governmental entities respect judicially acknowledged and constitutionally protected private property rights, each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decisionmaking. A local government may adopt its own property rights element or use the following statement of rights:

The following rights shall be considered in local decisionmaking:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

4. The right of a property owner to dispose of his or her property through sale or gift.

2. Each local government must adopt a property rights element in its comprehensive plan by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan pursuant to s. 163.3191. If a local government adopts its own property rights element, the element may not conflict with the statement of rights provided in subparagraph 1.

Section 3. Section 163.3237, Florida Statutes, is amended to read:

163.3237 Amendment or cancellation of a development agreement.—A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest. A party or its designated successor in interest to a development agreement and a local government may amend or cancel a development agreement without securing the consent of other parcel owners whose property was originally subject to the development agreement, unless the amendment or

cancellation directly modifies the allowable uses or entitlements of such owners' property.

Section 4. Subsection (4) of section 337.25, Florida Statutes, is amended to read:

337.25 Acquisition, lease, and disposal of real and personal property.

(4) The department may convey, in the name of the state, any land, building, or other property, real or personal, which was acquired under subsection (1) and which the department has determined is not needed for the construction, operation, and maintenance of a transportation facility. When such a determination has been made, property may be disposed of through negotiations, sealed competitive bids, auctions, or any other means the department deems to be in its best interest, with due advertisement for property valued by the department at greater than \$10,000. A sale may not occur at a price less than the department's current estimate of value, except as provided in paragraphs (a)-(d). The department may afford a right of first refusal to the local government or other political subdivision in the jurisdiction in which the parcel is situated, except in a conveyance transacted under paragraph (a), paragraph (c), or paragraph (e). Notwithstanding any provision of this section to the contrary, before any conveyance under this subsection may be made, except a conveyance under paragraph (a) or paragraph (c), the department shall first afford a right of first refusal to the previous property owner for the department's current estimate of value of the property. The right of first refusal must be made in writing and sent to the previous owner via certified mail or hand delivery, effective upon receipt. The right of first refusal must provide the previous owner with a minimum of 30 days to exercise the right in writing and must be sent to the originator of the offer by certified mail or hand delivery, effective upon dispatch. If the previous owner exercises his or her right of first refusal, the previous owner has a minimum of 90 days to close on the property. The right of first refusal set forth in this subsection may not be required for the disposal of property acquired more than 10 years before the date of disposition by the department.

(a) If the property has been donated to the state for transportation purposes and a transportation facility has not been constructed for at least 5 years, plans have not been prepared for the construction of such facility, and the property is not located in a transportation corridor, the governmental entity may authorize reconveyance of the donated property for no consideration to the original donor or the donor's heirs, successors, assigns, or representatives.

(b) If the property is to be used for a public purpose, the property may be conveyed without consideration to a governmental entity.

(c) If the property was originally acquired specifically to provide replacement housing for persons displaced by transportation projects, the department may negotiate for the sale of such property as replacement

housing. As compensation, the state shall receive at least its investment in such property or the department's current estimate of value, whichever is lower. It is expressly intended that this benefit be extended only to persons actually displaced by the project. Dispositions to any other person must be for at least the department's current estimate of value.

(d) If the department determines that the property requires significant costs to be incurred or that continued ownership of the property exposes the department to significant liability risks, the department may use the projected maintenance costs over the next 10 years to offset the property's value in establishing a value for disposal of the property, even if that value is zero.

(e) If, at the discretion of the department, a sale to a person other than an abutting property owner would be inequitable, the property may be sold to the abutting owner for the department's current estimate of value.

Section 5. Paragraph (d) of subsection (4) of section 380.06, Florida Statutes, is amended to read:

380.06 Developments of regional impact.—

(4) LOCAL GOVERNMENT DEVELOPMENT ORDER.—

(d) Any agreement entered into by the state land planning agency, the developer, and the local government with respect to an approved development of regional impact previously classified as essentially built out, or any other official determination that an approved development of regional impact is essentially built out, remains valid unless it expired on or before April 6, 2018, and may be amended pursuant to the processes adopted by the local government for amending development orders. Any such agreement or amendment may authorize the developer to exchange approved land uses, subject to demonstrating that the exchange will not increase impacts to public facilities. This paragraph applies to all such agreements and amendments effective on or after April 6, 2018.

Section 6. The Legislature finds and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.



FLORIDA DEPARTMENT *of*
ECONOMIC OPPORTUNITY

Notice of Legislative Change Concerning Property Rights

Dear Local Government Partners:

The Bureau of Community Planning and Growth would like to provide you with an update on legislation that recently became law. Statutory provisions in Chapter 163, Florida Statutes, related to comprehensive plans, were amended to require each local government to adopt a property rights element into their comprehensive plan. Inclusion of the property rights element is intended to protect private property rights and to ensure they are considered in local decision-making.

[House Bill 59](#), which became law on June 29, 2021, adds [Section 163.3177\(6\)\(i\), Florida Statutes](#). Effective **July 1, 2021**, each local government is now required to adopt a property rights element into its comprehensive plan. This new element must be adopted by the earlier of the date of its adoption of its next proposed plan amendment, or the date of the next scheduled evaluation and appraisal of its comprehensive plan pursuant to [Section 163.3191, Florida Statutes](#).

Any proposed comprehensive plan amendment package submitted after July 1, 2021, will be returned to the local government if the package does not include a property rights element or if the comprehensive plan does not already include the required property rights element.

The Bureau of Community Planning and Growth is available to provide you with assistance. For any questions that you have regarding this matter, please contact Ray Eubanks, Plan Processing Administrator, by telephone at 850- 717-8483 or email at Ray.Eubanks@DEO.MyFlorida.com.

Donna Gordon

Subject: FW: Additional Guidance Regarding Chapter 2021-195, Laws of Florida

From: Florida Department of Economic Opportunity <comprehensiveplans@deo.myflorida.com>

Sent: Thursday, August 5, 2021 5:00 PM

To: Paul Schilling <pschilli@martin.fl.us>

Subject: Additional Guidance Regarding Chapter 2021-195, Laws of Florida

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Additional Guidance Regarding Chapter 2021-195, Laws of Florida

Good afternoon,

The Department is providing more clarity regarding Chapter 2021-195, Laws of Florida. Please continue reading below for guidance.

House Bill 59, which became law on June 29, 2021, adds Section 163.3177(6)(i), Florida Statutes. Effective July 1, 2021:

*Each local government must adopt a property rights element in its comprehensive plan by the earlier of the date of its adoption of its next proposed plan amendment that is **initiated** after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan pursuant to Section 163.3191, Florida Statutes (emphasis added).*

Following the release of our prior guidance, the Department has received public input requesting further clarification regarding the term “initiated.”

“Initiated” is not a “term of art” with a readily discernible definition within the land use regulatory scheme and was not defined within the legislation. In that vein, the Department will consider a proposed plan amendment to be “initiated” on the date:

- The amendment is first considered at a public hearing, as outlined in Section 163.3174(4), Florida Statutes, held by the local planning agency; or
- The local government planning authority deems complete a submitted application for a change to the comprehensive plan.

If prior to July 2, 2021, either of these events has occurred, the local planning agency may complete the adoption process for that comprehensive plan amendment package in accordance with the process set forth in Chapter 163, Florida Statutes.

We hope this information will be helpful. If you require additional information or clarity, please let us know.



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CPA 21-16

Vaccine mandate falls on OSHA

Assignment set to challenge an agency of shaky strength

Paul Wiseman
ASSOCIATED PRESS

WASHINGTON – The Occupational Safety and Health Administration doesn't make many headlines. Charged with keeping America's workplaces safe, it usually busies itself with tasks such as setting and enforcing standards for goggles, hardhats and ladders.

But President Joe Biden this month threw the tiny Labor Department agency into the raging national debate over federal COVID-19 vaccine mandates. The president directed OSHA to write a rule requiring employers with at least 100 workers to force employees to get vaccinated or produce weekly test results showing they are virus free.

The assignment is sure to test an understaffed agency that has struggled to defend its authority in court. The legal challenges to Biden's vaccine mandate will be unrelenting: Republican governors and others call it an egregious example of government overreach. South Carolina Gov. Henry McMaster vowed to fight the mandate "to the gates of hell."

"There are going to be some long days and nights for the folks who are drafting this rule," said labor lawyer Aaron Gelb, a partner in the Chicago office of Conn Maciel Carey. "It's an interesting time to be an OSHA lawyer, for sure."

When Congress created OSHA 50 years ago to police workplace safety, 38 workers were dying on the job every day. Now that figure is closer to 15, even though the American workforce has more than doubled in the interim. OSHA writes rules designed to protect workers from dangers such as toxic chemicals, rickety scaffolding and cave-ins at construction sites.

"The hazard in this case is the infectious worker," said epidemiologist David Michaels, OSHA director in the Obama administration. "This rule will tell employers: You have to take steps to make sure potentially infectious workers don't come into the workplace."

OSHA will use its power under a 1970 law to issue an expedited rule – called an "emergency temporary standard" or ETS – and bypass its own cumbersome rulemaking process, which typically takes nearly eight years, according to a 2012 study by the Government Accountability Office. To fast-track the rule, OSHA must show that it is acting to protect workers from a "grave danger."

The mandate the White House announced this month will cover 80 million employees, nearly two-thirds of the private sector workforce. Employers that don't comply could face penalties of up to \$13,600 per violation.

Businesses are anxious to see how OSHA handles questions like: Which vaccines and tests are acceptable and which aren't? How should employers handle requests from employees who seek exemptions on medical or religious grounds? Who's going to pay for the testing? Some employers won't be happy if they have to foot the bill for employees who refuse free vaccinations.

Once it's out, the rule would take effect in 29 states where OSHA has jurisdiction, according to a primer by the law firm Fisher Phillips. Other states such as California and North Carolina that have their own federally approved workplace safety agencies would have up to 30 days to adopt equivalent measures. The OSHA rule would last six months, after which it must be replaced by a permanent measure.

"There are going to be legal challenges brought to whatever rule," attorney Gelb said. "OSHA is going to really devote time and effort to drafting a rule that will survive those legal challenges." He predicts the rule won't be published in the Federal Register until November.

The agency is already often stretched thin. Even including what OSHA calls its "partners" at state workplace safety agencies, there are only 1,850 inspectors to oversee 130 million workers at 8 million workplaces. "It is not helpful to have a critical agency like this understaffed, particularly because of moments like this," said Celine McNicholas, director of government affairs at the left-leaning Economic Policy Institute.

Until June, when it issued a COVID-related ETS covering the health care industry, OSHA hadn't implemented an emergency rule since 1983. Overall, it has issued 10. But courts have overturned four and partial-



President Joe Biden directed OSHA to write a rule requiring some employers to force employees to get vaccinated or produce weekly test results. MATT ROURKE/AP

ly blocked a fifth, according to the Congressional Research Service.

Michaels, now a professor of public health at George Washington University, said the "grave danger" is obvious in a country battling a pandemic that has killed more than 650,000 Americans. "OSHA's power very clearly fits those requirements," he said. "And I'm not worried about a court saying it doesn't."

Many employers may welcome the mandate. They wanted to require vaccines but feared alienating their workers who resist being coerced into getting inoculated. "Most employers in my view should greet this with relief," said McNicholas, former special counsel at the National Labor Relations Board. "This gives them a roadmap of exactly what they need to do."

Then again, at a time when companies are posting job openings faster than applicants can fill them, some big employers fear losing vaccine-resistant employees to smaller businesses that aren't covered by the mandate. "It may actually help these smaller businesses who are struggling to attract employees," said Nicholas Hulse, a Fisher Phillips labor lawyer.

Hulse said the mandate is "going to be difficult to enforce." OSHA, he said, likely will rely less on its own inspectors uncovering violations and more on complaints from insiders – workers who grow "frustrated either with the employer for not implementing it or with fellow employees who are not following the mandate."

Former OSHA chief Michaels calls Biden's mandate "a very good first step. But we need more." He wants to see the rules expanded to smaller employers. "Until we stop this, losing hundreds of people every day to this disease, we'll never get back to any sort of normalcy," he said.

More than 175 million Americans are fully vaccinated. But 80 million of those eligible for inoculation haven't yet received their first shot, the White House said.

The Biden administration is also requiring vaccinations for federal workers and contractors and for

17 million healthcare workers.

Those initiatives plus the vaccination or testing mandate for big employers should add 12 million to the ranks of the vaccinated by March 2022, Goldman Sachs estimates.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Martin County will conduct a public hearing on October 5, 2021, beginning at 9:00 A.M., or as soon thereafter as the item may be heard, to review the following item:

1. Comprehensive Plan Amendment 21-16, Property Rights Element, a request to amend 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 amend any other chapters of the Comprehensive Growth Management Plan necessary for consistency.

All interested persons are invited to attend and be heard. The meeting will be held in the Commission Chambers on the first floor of the Martin County Administrative Center, 2401 S.E. Monterey Road, Stuart, Florida. Written comments may be mailed to: Paul Schilling, Director, Martin County Growth Management Department, 2401 S.E. Monterey Road, Stuart, Florida 34996. Copies of the items will be available from the Growth Management Department. For more information, contact Clyde Dulin, Comprehensive Planning Administrator, at (772) 288-5495 or cdulin@martin.fl.us.

Persons with disabilities who need an accommodation in order to participate in this proceeding are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the ADA Coordinator at (772) 320-3131, or the Office of the County Administrator at (772) 288-5400, or in writing to 2401 SE Monterey Road, Stuart, FL, 34996, no later than three days before the hearing date. Persons using a TTY device, please call 711 Florida Relay Services.

If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council, or advisory group, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.

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JEFF SAUNDERS



Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 22-0024

DEPT-1

Meeting Date: 10/5/2021

PLACEMENT: Departmental

TITLE:

OFFICE OF MANAGEMENT AND BUDGET ITEMS WHICH REQUIRE BOARD APPROVAL

EXECUTIVE SUMMARY:

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

DEPARTMENT: Administration

PREPARED BY: **Name:** Office of Management and Budget
Title:

REQUESTED BY: Various

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

This item serves as a placeholder for grant related items which require Board approval.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

Items requiring approval provided via Supplemental Memorandum.

RECOMMENDED ACTION:

RECOMMENDATION

Provided via Supplemental Memorandum.

ALTERNATIVE RECOMMENDATIONS

Provided via Supplemental Memorandum.

FISCAL IMPACT:**RECOMMENDATION**

Provided via Supplemental Memorandum.

Funding Source	County Funds	Non-County Funds
Subtotal		
Project Total		

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

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**MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM**

TO: Honorable Members of the Board of County Commissioners **DATE:** September 28, 2021

VIA: Taryn Kryzda
County Administrator

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

REF: 22-0024
**SUBJECT: OFFICE OF MANAGEMENT AND BUDGET ITEMS WHICH REQUIRE
BOARD APPROVAL**

PERMISSION TO ACCEPT

1. PERMISSION TO ACCEPT THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) 448892 AMENDMENT #1 FOR CONSTRUCTION OF STORMWATER IMPROVEMENTS AND AN AMENDMENT OF AGREEMENT FOR SUA FL HOLDINGS, LLC TO CONTRIBUTE FUNDS FOR THE IMPROVEMENTS

The County owns and has jurisdiction over the development, operation and maintenance of Martin County/Witham Field Airport (the "Airport"). SUA FL Holdings, LLC, a Florida limited liability company ("SUA FL"), is a Fixed Based Operator at the Airport and leases certain Airport premises from the County. SUA FL is the successor-in-interest and assignee of the former Fixed Based Operator Stuart Jet Center, LLC ("Stuart Jet").

Pursuant to the FAA's Advisory Circular 150/5200-33B concerning Hazardous Wildlife Attractants at or near Airports, the County and the Airport are required to improve stormwater drainage to fill the two airside wet ponds and convert them to open space/turf and to fill in a dry-retention area, all of which are on SUA FL's leasehold (the "Project").

On April 13, 2021, the Board of County Commissioners approved the acceptance of the FDOT Public Transportation Grant Agreement 448892 and approved the agreement for Stuart Jet Center to contribute funds to cover the local match. The total project cost was \$600,000, with FDOT contributing \$480,000, and Stuart Jet contributing \$120,000. Stuart Jet duly contributed \$120,000, which the County is holding in a separate account.

Subsequently, SUA FL purchased Stuart Jet, which was consented to pursuant to the lease by the County Administrator based on the recommendation of staff, which performed the requisite due diligence of SUA FL.

Later, due to a bid shortfall, FDOT granted the Airport an additional \$100,000, bringing the total project cost to \$700,000, with FDOT contributing \$560,000. Upon the Board's approval of the First Amendment of Agreement for Airport Stormwater Drainage Improvements, SUA FL Holdings, LLC, will contribute \$20,000 to satisfy the increased local match \$140,000.

This is a request for the approval of the two separate agreements. Approval of both is required for the Project to be sufficiently funded.

FDOT AGREEMENT

- **Agreement/Contract drafted by** – FDOT
- **Parties to the Agreement/Contract** – Martin County and FDOT
- **Purpose of the Agreement/Contract** – FDOT to award to the County an additional amount of \$100,000 as a grant for the construction of Airport stormwater improvements.
- **New/Renewal/Modified** – Modified
- **Duration** – Date of full execution to 12/31/23
- **Benefits to Martin County** – FDOT grant would cover 80% of the total cost of the project, that is, \$560,000 out of the projected total cost of \$700,000.
- **Cost to Martin County** – None

SUA FL FIRST AMENDMENT OF AGREEMENT

- **Agreement/Contract drafted by** – Martin County and SUA FL Holdings. LLC (“SUA FL”)
- **Parties to the Agreement/Contract** – Martin County and SUA FL
- **Purpose of the Agreement/Contract** – SUA FL to contribute to County the amount of \$20,000 for the Airport stormwater improvements.
- **New/Renewal/Modified** – New
- **Duration** – On the Board’s approval of this agenda item and FDOT approving the grant agreement, SUA FL will contribute \$20,000.
- **Benefits to Martin County** – SUA FL’s contribution would cover the shortfall of \$20,000 toward the 20% of the total cost of the project, that is, \$140,000 out of the projected total cost of \$700,000
- **Cost to Martin County** – None
- **Programmatic Implication if not approved** – Airport will not be able to address the drainage issues for the safety areas of the airport.
- **Financial Fiscal impact if not approved** – Airport would need to fund 100% of the cost to repair the draining issues at the airport.

DOCUMENTS REQUIRING ACTION:

- Grant Contract (2 copies)
- First Amendment of Agreement for Airport Stormwater Drainage Improvements (2 copies)
- Budget resolution (2 copies)

RECOMMENDATION:

- Move that the Board authorize the Chair to execute the FDOT PTGA grant Amendment #1 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 Chair to execute the First Amendment of Agreement for Airport Stormwater Drainage Improvements; and
- Move that the Board adopt the budget resolution.

REVIEWED BY COUNTY ATTORNEY’S OFFICE

2. PERMISSION TO ACCEPT THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) LOCAL AGENCY PROGRAM (LAP) AGREEMENT FOR THE NORTHWEST DIXIE HIGHWAY (S OF SE GREEN RIVER PARKWAY TO SE GREEN RIVER PARKWAY) SIDEWALK EXTENSION PROJECT (FM# 444345-1-58-01)

FDOT GRANT AGREEMENT

- **Agreement/Contract drafted by** – State of Florida Department of Transportation (FDOT)
- **Parties to the Agreement/Contract** – FDOT and the Martin County Board of County Commissioners (on behalf of the City of Stuart)
- **Purpose of the Agreement/Contract** – To provide funding for this project up to \$430,864, the estimated cost for the project is \$550,864. The project scope consists construction of an 8' wide concrete sidewalk on the east side of NW Dixie Highway / NW Green River Parkway.
- **New/Renewal/Modified** – New
- **Duration** – Martin County agrees to complete the Project on or before December 31, 2023 (date of Agreement expiration).
- **Benefits to Martin County** – The grant funding will provide for new public facilities and/or improvements that eliminate public hazards.
- **Background Information** – The County and City have agreed to cooperate in the implementation of the project whereby the County, utilizes its Local Agency Program (LAP) certification and eligibility to participate in the FDOT's Local Agency Program (LAP) grant program, and will contract for construction of the project on the City's behalf via an Interlocal Agreement.
- **Cost to Martin County** – None.

INTERLOCAL AGREEMENT

- **Agreement/Contract drafted by** – Martin County Attorney's Office
- **Parties to the Agreement/Contract** – Martin County Board of County Commissioners and City of Stuart City Commission
- **Purpose of the Agreement/Contract** – The Interlocal Agreement will allow Martin County to utilize its FDOT LAP Certification to implement a sidewalk improvements project on behalf of the City of Stuart. The Interlocal Agreement specifies the roles and responsibilities of the County and the City. The County will implement and manage the Project on behalf of the City.
- **New/Renewal/Modified** – New
- **Duration** – Continues until the project is completed. The City assumes all maintenance responsibility upon completion of the Project, as indicated in the Interlocal Agreement.
- **Benefits to Martin County** – The implementation of the project will provide new public facilities and/or improvements that eliminate public hazards.
- **Cost to Martin County** – None.

ALTERNATIVE ACTION:

- **Programmatic Implication if not approved** – None
- **Financial Fiscal impact if not approved** – None

DOCUMENTS REQUIRING ACTION:

- LAP Agreement (2 copies)

- Interlocal Agreement (2 copies)
- Board Resolution (2 copies)
- Budget Resolution

RECOMMENDATION:

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

REVIEWED BY COUNTY ATTORNEY'S OFFICE

OTHER OMB ITEMS

3. 2022 FISCAL POLICY UPDATE

The Board is required to update the County's fiscal policies to address changes and revisions. The policies reflect long and short-term objectives, clarification of descriptive terms and revision of pertinent dates. The FY2021 Fiscal Policy was approved October 27, 2020. The FY22 has minor changes in the following sections: Municipal Taxing Units (MSTU's), Investment Policy, Economic Development Fund and Budget Guidelines. Additionally, updates to the Procurement delegation relative to Consultant Competitive Negotiation Act (CCNA) threshold and Cone of Silence. All changes are highlighted in the Fiscal Policy document attached.

DOCUMENTS REQUIRING ACTION:

- FY22 Fiscal Policy

RECOMMENDATION:

- Move that the Board approve the updated FY22 Fiscal Policy.

4. APPROVE A BUDGET TRANSFER FROM GENERAL FUND RESERVES FOR CONTINGENCIES

Information Technology Services requesting on behalf of the Clerk of the Circuit Court & Comptroller a \$70,000 transfer from the General Fund Reserves for Contingencies. Clerk of the Court's staff is moving from County-hosted email and associated software to Office 365, a hosted system, following the County's lead. The funds are for professional services to facilitate moving email and files to the new system, plus licensing costs for 120 Clerk of Courts employees to use the new system. The new system will provide enhanced services and resiliency for email.

DOCUMENTS REQUIRING ACTION:

- None at this time

RECOMMENDATION:

- Move that the Board authorize the staff to transfer \$70,000 from General Fund Reserves for Contingencies to fund the Clerk of the Court migration to Office 365.



Office of Management and Budget - Supplemental Memo Attachments

Item #1 – PERMISSION TO ACCEPT THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) 448892 AMENDMENT #1 FOR CONSTRUCTION OF STORMWATER IMPROVEMENTS AND AN AMENDMENT OF AGREEMENT FOR SUA FL HOLDINGS, LLC TO CONTRIBUTE FUNDS FOR THE IMPROVEMENTS

DOCUMENTS REQUIRING ACTION:

- Grant Contract (2 copies)
- First Amendment of Agreement for Airport Stormwater Drainage Improvements (2 copies)
- Budget resolution (2 copies)

**PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small>	Fund(s):	DPTO	FLAIR Category:	088719
448892-1-94-01	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55042010429
	Identification Number (FAIN) – Transit only:		Vendor Number:	VF596000743013
Contract Number: G1V05	Federal Award Date:		Amendment No.:	1
CFDA Number: N/A	Agency DUNS Number:			
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and Martin County BOCC, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 4/26/2021 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended Bid shortfall
2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☐ Exhibit E: Program Specific Terms and Conditions
- ☐ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Financial Assistance (Single Audit Act)
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- ☐ *Additional Exhibit(s):

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 11/19

4. Project Cost.

The estimated total cost of the Project is X increased/ decreased by \$100,000 bringing the revised total cost of the project to \$700,000.

The Department's participation is X increased/ decreased by \$80,000. The Department agrees to participate in the Project cost up to the maximum amount of \$560,000, and, additionally the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

STACEY HETHERINGTON, CHAIR

By: _____
Name: Steven C Braun, P.E.
Title: Director of Transportation Development

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

ATTEST:

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Construction of Stormwater Improvements

B. Project Location (limits, city, county, map): Witham Field/Stuart, FL/Martin

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees; survey costs; permitting; construction inspection and material testing costs; mobilization and demobilization; maintenance of traffic; erosion control; demolition; excavation; embankment; ground preparation; culvert installation; stormwater inlet improvements; sodding; seeding; and pavement repairs, including all materials, equipment, labor, and incidentals required to complete the Construction of Stormwater Improvements project. The Sponsor will comply with Aviation Program Assurances.

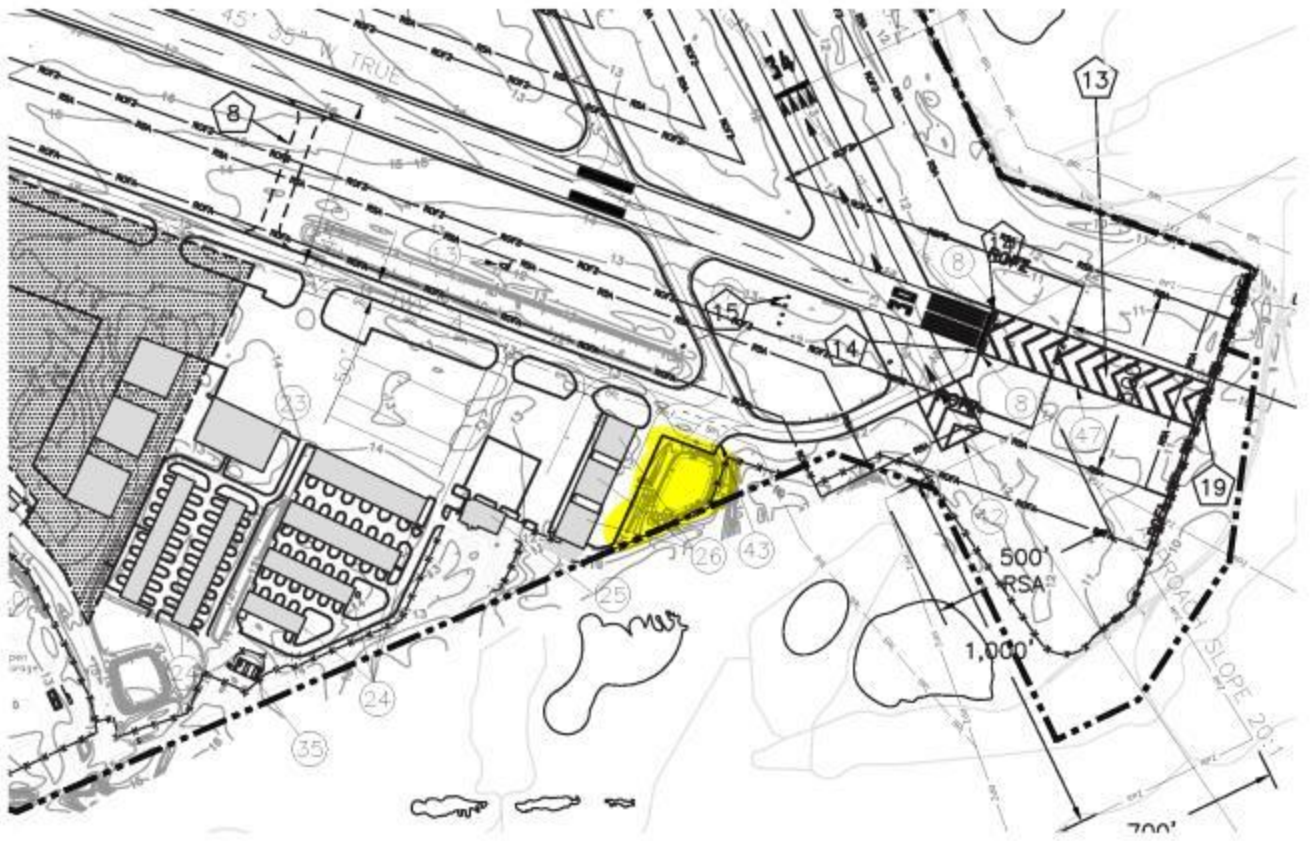
D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
448892-1-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$480,000.00
448892-1-94-01	DPTO	088719	2022	751000	55.004	Aviation Grant Program	\$80,000.00
448892-1-94-01	LF	088719	2022	751000	55.004	Aviation Grant Program	\$20,000.00
448892-1-94-01	LF	088719	2021	751000	55.004	Aviation Grant Program	\$120,000.00
Total Financial Assistance							\$700,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$560,000.00	\$140,000.00	\$0.00	\$700,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$560,000.00	\$140,000.00	\$0.00	\$700,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Laurie McDermott

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$560,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**FIRST AMENDMENT OF AGREEMENT
FOR AIRPORT STORMWATER DRAINAGE IMPROVEMENTS**

PARTIES

This FIRST AMENDMENT OF AGREEMENT FOR AIRPORT STORMWATER DRAINAGE IMPROVEMENTS ("First Amendment"), is made by and between MARTIN COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners ("County"), and SUA FL Holdings, LLC, a Delaware limited liability company registered to do business in Florida ("SUA FL"), the successor-in-interest and assignee of Stuart Jet Center, LLC ("Stuart Jet") having offices located at 2501 S.E. Aviation Way, Stuart, Florida 34996 ("SUA FL"). Collectively County and SUA FL shall be referred to as "the parties".

RECITALS

WHEREAS, County owns and has jurisdiction over the development, operation and maintenance of Martin County/Witham Field Airport ("Airport") located in Martin County, Florida; and

WHEREAS, Stuart Jet, as a Fixed Based Operator, leased certain land from County at the Airport pursuant to the Fourth Amendment, Consolidation and Complete Restatement of Agreement of Lease entered into on November 14, 2017 (the "Lease"); and

WHEREAS, on April 13, 2021, County and Stuart Jet entered into an Agreement for Airport Stormwater Drainage Improvements (the "Agreement") to improve stormwater drainage to fill the two airside wet ponds on the leased premises and convert them to open space/turf and fill in the dry retention area between Runway 12/30 and taxiway Alpha in order to comply with FAA Advisory Circular 150/5200-33B (the "project"); and

WHEREAS, the project will include site grading and construction of drainage pipes, inlets and other structures to facilitate proper drainage of the leased premises; and

WHEREAS, County initially obtained certain design and engineering plans and specifications for the project with a cost estimate of \$600,000.00; and

WHEREAS, pursuant to the Agreement, County applied for a grant from the Florida Department of Transportation's ("FDOT") Aviation Grant Program in the amount of \$480,000.00 toward the project (the "Grant Application"); and

WHEREAS, pursuant to the Agreement, Stuart Jet agreed to contribute to County the balance of the project cost in the amount of \$120,000.00; and

WHEREAS, pursuant to the Agreement, Stuart Jet duly submitted a certified check to County in the amount of \$120,000.00 pursuant to the original agreement; and

WHEREAS, the project was put out to bid and the bids came in higher than the original cost estimate, specifically, the cost estimate is now \$700,000.00, such that FDOT

is contributing \$560,000.00 and thus requiring a local match of \$140,000.00, resulting in a shortfall of \$20,000.00; and

WHEREAS, on or about June 30, 2021, SUA FL, pursuant to an Asset Purchase Agreement, acquired all of the assets of Stuart Jet including all rights in and to the Lease;

WHEREAS, County and SUA FL desire to amend the original agreement so that SUA FL would contribute an additional \$20,000.00 to cover the shortfall;

NOW, THEREFORE, in consideration of the mutual terms, conditions, and promises hereinafter set forth, County and Lessee hereby agree as follows:

1. Recitals. The parties hereto acknowledge and agree the foregoing recitals are true, correct, accurate, and proper form and fully binding upon them in all respects, which recitals in their entirety are hereby incorporated in this First Amendment.
2. As used herein, revisions shall be underlined and deletions stuck through.
3. Paragraph 2 of the Agreement for Airport Stormwater Drainage Improvements is amended as follows:

Payment of the Project Balance. The parties acknowledge Stuart Jet agrees to submit already submitted a certified check in the amount of one hundred and twenty thousand dollars (\$120,000.00) to County's Airport Manager or designee on or before March 22, 2021, which is being will be held by County in a separate account. SUA FL, as Stuart Jet's successor-in-interest and assignee, agrees to provide an additional certified check in the amount of twenty thousand dollars (\$20,000.00) to County's Airport Manager or designee within 30 days after the full execution of the First Amendment of this Agreement, which also will be held in the separate account. ~~Submission of such additional check is a condition precedent to County submitting this Agreement and the Grant Application to its Board of County Commissioners for approval. Failure to submit such certified check will result in County withdrawing this Agreement and the Grant Application from the Board's agenda.~~ The parties acknowledge and agree this Agreement is expressly contingent upon the Board of County Commissioners authorization to submit the subject Grant Application as well as approval of such grant application by FDOT. If either of such approvals do not occur, County agrees to promptly return such funds to SUA FL. County acknowledges and agrees that Stuart Jet's/SUA FL's one hundred and forty thousand dollar (~~\$140,000.00~~\$120,000) contribution to the project will not be increased.

4. Reaffirmation. In all other respects the Agreement remains unchanged, and County and SUA FL hereby reaffirm all of the obligations set forth in the Agreement, and agree to perform each and every covenant, agreement and obligation in the Agreement, and to be bound be each and all of the terms and provisions of the Agreement as herein modified.

5. Authority. This First Amendment shall be subject to the approval of the County's Board of County Commissioners in its discretion.

6. The parties agree any copy of any signature to this First Amendment, including but not limited to a photostatic copy, scanned copy sent by email (i.e., pdf), or copy sent by facsimile transmission, is as effective as an original for any purpose.

IN WITNESS WHEREOF, the parties have made and executed this First Amendment of Agreement for Airport Stormwater Drainage Improvements on the respective dates under each signature: MARTIN COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair, authorized to execute same by Board action on the _____ day of _____, 2021, and SUA FL HOLDINGS, LLC, signing by and through its Chief Operating Officer duly authorized to execute same.

WITNESS:

_____

SUA FL HOLDINGS, LLC

By: _____

Print Name: Sandra L. Farmer

Print Name: John ("Cy") Farmer

Dated: 7th day of September 2021

Title: Chief Operating Officer

MARTIN COUNTY

BOARD OF COUNTY COMMISSIONERS MARTIN COUNTY, FLORIDA

ATTEST:

Carolyn Timmann
Clerk of the Circuit Court
and Comptroller

Stacey Hetherington
Chair

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Sarah W. Woods
County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER

RESOLUTION INCREASING THE FDOT CONSTRUCTION OF STORMWATER IMPROVEMENT & AIRPORT FUND REVENUES AND APPROPRIATIONS

WHEREAS, the Martin County Airport has received a Grant Amendment for Construction of Stormwater Improvements; and

WHEREAS, Martin County Airport Fund is providing a 20% match of 20,000; which is a contribution from Stuart Jet Center; and

WHEREAS, Appropriations of unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), Fla. Stat., and

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT THESE RECEIPTS AND APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

FUND					
ACCOUNT NUMBER					AMOUNT
Fund	Organization	Account	Program	Activity	LINE ITEM DESCRIPTION
REVENUES:					
13677	1332	38930	000		\$80,000.00 Proprietary Fund - State Grants
13677	1332	814300	000		\$20,000.00 Transfer from Fund 4300
4300	1332	36600	000		\$20,000.00 Contributions/Private Sources
TOTAL:					\$120,000.00
APPROPRIATIONS:					
13677	1332	06300	542		\$100,000.00 Improvements Other than Buildings
4300	7040	919350	581		\$20,000.00 Transfer to Grant Fund 13677
TOTAL:					\$120,000.00

DULY PASSED AND ADOPTED THIS 5th DAY OF OCTOBER, 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:

10/5/2021 DEPT-1
Agenda Date Item Number

Sarah W. Woods, County Attorney

Batch Number Input Date



Office of Management and Budget - Supplemental Memo Attachments

Item #2 – PERMISSION TO ACCEPT THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) LOCAL AGENCY PROGRAM (LAP) AGREEMENT FOR THE NORTHWEST DIXIE HIGHWAY (S OF SE GREEN RIVER PARKWAY TO SE GREEN RIVER PARKWAY) SIDEWALK EXTENSION PROJECT (FM# 444345-1-58-01)

DOCUMENTS REQUIRING ACTION:

- LAP Agreement (2 copies)
- Interlocal Agreement (2 copies)
- Board Resolution (2 copies)
- Budget Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 05/21
Page 1 of 15

FPN: 444345-1-58-01	FPN: _____	FPN: _____
Federal No (FAIN): <u>D421-060-B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>TRANSPORTATION ALTS- >200K</u>		
<u>TRANSPORTATION ALTS- ANY AREA</u>	Fund: _____	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____

County No: 89 Contract No: _____
Recipient Vendor No: F-596000743006 Recipient DUNS No: 071304562
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and Martin County ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** 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 NW DIXIE HIGHWAY FROM S OF SE GREEN RIVER PRKWAY TO SE GREEN RIVER PKWY, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in 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 Agreement:** The Recipient agrees to complete the Project on or before December 31, 2023. 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 cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 550,864.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$430,864.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. 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"**.
 - b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. 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.
 - c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
 - 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 level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was 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. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
 - f. Payment shall be made only after receipt and approval of goods and services 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 this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

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

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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.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services 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 goods or services 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), F.S.**, 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 an 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 Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. 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.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. 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.
- k. 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.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these 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.
- m. 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."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding 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.

7. 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. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time,

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- adherence to contract requirements, construction quality and scope of Federal-aid projects;
- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

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 federal awards or limit the authority of any state agency inspector general, the State of Florida 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 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the 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, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. 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 expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida 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.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- 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, the CFO, or State of Florida 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, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. 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 law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to 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 to this Agreement that participation by the Department in a project with the Recipient, where said project 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, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

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. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. 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.
- d. 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.
- e. 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.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. 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.

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- 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 the Department's or Recipient's 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].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s 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, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. 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 portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way 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.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of 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.
- d. 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.
- e. 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.
- f. 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.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. 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.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

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making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. 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 Recipient during the term of the contract; and
 - ii. expressly require any contractor and 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.
- n. 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.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. 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.

18. Exhibits:

- a. **Exhibits "A", "B", "C", "D", "E" and "F"** are attached to and incorporated into this Agreement.
- b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this 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. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ 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.

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- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☒ The following Exhibit(s) are attached and incorporated into this Agreement: A,B,C,D,E,F, & G

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* 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.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

MARTIN COUNTY BOARD OF COUNTY
COMMISSIONERS

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:

Name: Steven C. Braun, P.E.

Title: Director of Transportation Development

Stacey Hetherington, Chair

Approved as to Form and Legal Sufficiency:

Legal Review:

Sarah W. Woods
County Attorney

ATTEST:

Carolyn Timmann,
Clerk of the Circuit Court and Comptroller

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 444345-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Martin (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: 0.204 and 0.057-0.199 & 22.214-22.276**PROJECT DESCRIPTION:** Proposed 8' wide concrete sidewalk on the east side of NW Dixie Highway / NW Greenriver Parkway. Proposed sidewalk extension.**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 in accordance with the following schedule:

- a) Study to be completed by N/A
- b) Design to be completed by N/A
- c) Right-of-Way requirements identified and provided to the Department by 2/23/2021
- d) Right-of-Way to be certified by 2/24/2021
- e) Construction contract to be let by 2/8/2022
- f) Construction to be completed by 12/31/2023

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.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Martin County 2401 S.E. Monterey Rd. Stuart, FL 34096	FINANCIAL PROJECT NUMBER: 444345-1-58-01
--	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: 2022 (Transportation Alternatives-Any Area)	\$ 13,101.00	\$ _____	\$ _____	\$ 13,101.00
FY: 2022 (Transportation Alternatives->200K)	\$ 417,763.00	\$ _____	\$ _____	\$ 417,763.00
FY: 2022 (Local Funds)	\$ 120,000.00	\$ 120,000.00	\$ _____	\$ _____
Total Construction Cost	\$ 550,864.00	\$ 120,000.00	\$ 0.00	\$ 430,864.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 550,864.00	\$ 120,000.00	\$ 0.00	\$ 430,864.00

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-Gray
District Grant Manager Name

Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
Award Amount: \$430,864.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141

<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

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
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT G

**FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE
WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**INTERLOCAL AGREEMENT
NORTHWEST DIXIE HIGHWAY FROM SOUTH OF SOUTHEAST GREEN RIVER
PARKWAY TO SOUTHEAST GREEN RIVER PARKWAY SIDEWALK EXTENSION
FDOT FM# 444345-1-58-01**

This INTERLOCAL AGREEMENT ("Agreement"), dated _____, 2021, is made by and between MARTIN COUNTY, Florida, a political subdivision of the State of Florida, 2401 S.E. Monterey Road, Stuart, FL 34996 (the "COUNTY") and the CITY OF STUART, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994 (the "CITY").

WITNESSETH:

WHEREAS, Section 163.01 Fla. Stat., known as the Florida Inter-Local Cooperation Act of 1969, provides a method for governmental entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS, the COUNTY, on behalf of the CITY, has been approved for Florida Department of Transportation ("FDOT") Transportation Alternatives Program ("TAP") funding for a project located within the CITY in the amount of \$430,864.00 for sidewalk construction at Northwest Dixie Highway South of Southeast Green River Parkway and Southeast Green River Parkway from Northwest Dixie Highway to Northeast Baker Road ("PROJECT"); and

WHEREAS, the CITY has agreed to be solely responsible for all grant administration and PROJECT construction costs and expenses, including but not limited to, maintenance of the PROJECT; and

WHEREAS, in accordance with all applicable Federal, State and COUNTY requirements, the COUNTY will obtain bids, utilizing a unit price and quantity bid document, and enter into a Contract for the goods and services required for the construction of the PROJECT; and

WHEREAS, the COUNTY and CITY have agreed to cooperate in the implementation of the PROJECT whereby the COUNTY utilizes its Local Agency Program ("LAP") certification and eligibility to participate in the FDOT's Local Agency Program grant program on the CITY's behalf; and

WHEREAS, the CITY has retained the services of Bowman Consulting, Inc ("Design Engineer") for the design of the PROJECT.

NOW THEREFORE, in consideration of the mutual benefits, the parties do hereby agree as follows:

1.A. The PROJECT shall be implemented in accordance with the plans to be developed by the Design Engineer in accordance with all grant requirements which will be submitted for COUNTY

Staff review and then, following COUNTY Staff approval, will be made a part hereof as Exhibit "A" to this Agreement.

1.B. The COUNTY will advertise bids, utilizing a unit price and quantity bid document, for the goods and services required for the construction of the PROJECT and will award a CONTRACT to the lowest responsible, responsive bidder in accordance with all applicable Federal, State and County procurement laws and regulations.

2.A. The CITY will, in accordance with Section 287.055, Fla. Stat., Consultant's Competitive Negotiations Act ("CCNA"), as well as CITY policies, solicit Requests for Qualifications for CEI services which are required for contract administration, inspection, and materials sampling and testing for the PROJECT.

2.B. The CITY acknowledges and agrees that it will be solely liable to the COUNTY for all costs associated with the PROJECT. The PROJECT costs are estimated at five hundred fifty-thousand, eight hundred sixty-four dollars (\$550,864.00). Prior to the COUNTY's issuance of a Notice to Proceed to the Contractor, the CITY agrees to provide: 1) the total Bid Award, including a fifteen percent (15%) contingency amount; and 2) twenty-seven thousand, nine hundred dollars (\$27,900.00) non-refundable Contract Administration Fee outlined in Exhibit "B" to this Agreement. COUNTY agrees to place funds designated for outside contract payments in a separate account from which invoices for the PROJECT shall be paid.

2.C. The COUNTY shall promptly review any and all Contractor's invoices submitted in connection with the PROJECT and either approve or disapprove in accordance with the Local Government Prompt Payment Act §218.70 et. seq Fla. Stat. Upon approval of the invoices by both parties, the COUNTY will issue payment.

2.D. Any construction change orders requested by CITY to the PROJECT shall be made in writing to the COUNTY. CITY agrees to be responsible for the cost of any such change order. If the COUNTY does not approve a CITY requested change order, the parties agree to comply with the dispute resolution procedure outlined in Paragraph 4 herein. The parties agree that all change orders requested by Contractor, shall be submitted to the COUNTY by the Contractor. COUNTY and CITY shall promptly review such change order request and if approved, the COUNTY shall issue such change order to the Contractor. CITY agrees to be responsible for the total cost of any such change order. Within 15 days of issuance of a change order which exceeds the 15% contingency originally provided to the COUNTY, the CITY shall provide a check in the amount of the change order to the COUNTY.

2.E. COUNTY shall file on CITY's behalf any reimbursement authorized by FDOT and COUNTY under the terms of the LAP Grant Agreement FM# 444345-1-58-01. Upon final reimbursement from FDOT, the COUNTY shall remit to the CITY the total grant reimbursement received from FDOT plus any unused outside Contractor funds paid by the CITY to COUNTY less the non-refundable Contract Administration Fee.

3. CITY agrees that it shall be solely responsible for maintenance, replacement, and repair of the enhancement project (including, but not limited to, all landscaping, irrigation, signage, fencing,

guardrail and handrail) and that COUNTY shall have no responsibility for maintenance, replacement, and repair of the PROJECT. The CITY shall continue to maintain the standard elements of the roadway (pavement, curb, drainage, and sidewalks). The CITY agrees that such maintenance shall be in accordance with Section 116, Title 23 U.S.C.

4. Disputes under this Agreement may be resolved by the COUNTY's Authorized Representatives and the CITY's Authorized Representatives. If such Authorized Representatives are unable to reach a resolution and the parties agree that the issue is of sufficient merit, the parties may select a mediator mutually acceptable to both parties to conduct a mediation of the issues involved and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party.

5. COUNTY and CITY agree to hold project meetings on a weekly basis with the Contractor. The CITY's costs to attend required meetings are the responsibility of the CITY.

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

7. This Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for Martin County.

8. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings 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 contemporaneous representatives or agreements, whether oral or written.

9. 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 person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

10. 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 such notice) by one of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are:

COUNTY

County Administrator
Martin County Board of County Commissioners

2401 Monterey Road
Stuart, FL 34996

Required Copy to:

County Attorney
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

CITY:

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

Required Copy to:

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

Notice given in accordance with the provision of this paragraph 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.

11. The Project Manager for the CITY of Stuart is Timothy Voelker, PE, Public Works Director, 121 SW Flagler Avenue, Stuart, FL 34994, telephone number (772) 288-1292. The Project Manager for the COUNTY is Christopher Goetzfried, P.E., Public Works Department, 2401 SE Monterey Road, Stuart, FL 34996, telephone number (772) 463-2837.

12. Unless otherwise terminated as provided herein, this Agreement shall continue in perpetuity unless terminated upon the mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

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

ATTEST:


MARY KINDEL
CITY CLERK



CITY OF STUART, FLORIDA


EULA CLARKE
MAYOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


MICHAEL J. MORTELL
CITY ATTORNEY

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

RESOLUTION NO. _____

**REGARDING AUTHORIZING THE EXECUTION OF A LOCAL AGENCY PROGRAM (LAP)
AGREEMENT BETWEEN MARTIN COUNTY AND THE FLORIDA DEPARTMENT OF
TRANSPORTATION (FDOT) FOR FUNDING ASSISTANCE BY THE DEPARTMENT FOR THE
NORTHWEST DIXIE HIGHWAY (SOUTH OF SOUTHEAST GREEN RIVER PARKWAY TO
SOUTHEAST GREEN RIVER PARKWAY) SIDEWALK EXTENSION 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 Local Agency Program Agreement for funding assistance by the Department for the NW Dixie Highway (S of SE Green River Parkway to SE Green River Parkway) Sidewalk Extension project (FM# 444345-1-58-01), 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 Local Agency 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 Chairman of the Martin County Board of County Commissioners, or designee, to execute and deliver to the Florida Department of Transportation the Local Agency Program Agreement for funding assistance by the Department for the NW Dixie Highway (S of SE Green River Parkway to SE Green River Parkway) Sidewalk Extension 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 Local Agency Program Supplemental Agreements and/or time extensions upon review and approval of the Martin County Attorney's Office.

DULY PASSED AND ADOPTED THIS 5th DAY OF OCTOBER, 2021

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN (SEAL)
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

STACEY HETHERINGTON
CHAIR

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

SARAH W. WOODS
COUNTY ATTORNEY

RESOLUTION NUMBER

WHEREAS, The Florida Department of Transportation (FDOT) has provided a Local Agency Program (LAP) agreement in the amount of \$430,864 to provide federal grant funding for the South of SE Green River Parkway to SE Green River Parkway Sidewalk Extension project ; and

WHEREAS, The County is not required to provide a match; and

WHEREAS, Unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), F.S.;

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
REVENUES:						
12897	1323	33149	000	101109	\$430,864.00	Federal Grants/Other Transportation
TOTAL:					\$430,864.00	
APPROPRIATIONS:						
12897	1323	06300	541	101109	\$430,864.00	Improvements other than Buildings
TOTAL:					\$430,864.00	

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:

October 5, 2021
Agenda Date

DEPT-1

Item Number

Sarah W. Woods, County Attorney

Batch Number	Input Date
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Office of Management and Budget - Supplemental Memo Attachments

Item #3 – 2022 FISCAL POLICY UPDATE

DOCUMENTS REQUIRING ACTION:

- FY22 Fiscal Policy



During this time of prudent budget control, of major changes in federal and state policies toward local governments, and of limited growth in the County's tax base, the Board of County Commissioners strives to ensure that it is capable of adequately funding and providing government services desired by the community. To achieve those purposes, the Board of County Commissioners initially adopted the County's first Fiscal Policy on March 7, 1998. These policies are intended to establish guidelines for the continued financial strength and stability of Martin County as reflected in its financial goals. The Board of County Commissioners will review the financial policies contained in this document annually.

*These policies are amended as of **October 05, 2021.***



BACKGROUND

Fiscal Policy is a document combining written rules and regulations for prudent, efficient, and transparent management of County's financial resources.

Martin County Board of County Commissioners (the Board) is responsible to the residents to account for all public funds, to manage County finances wisely, and to plan for adequate funding of services desired by the public, including the availability and maintenance of public facilities. Board's fiscal policies are designed to establish annual and long-range guidelines for fiscal stability of the County and to provide directions to the County's Chief Executive Officer, the County Administrator.

Martin County's Fiscal Policy consists of several interdependent policies. Its content is organized as follows:

- Policy Goals
- Policy Objectives
- Long-range Fiscal Policies:
 - Decision Making and Analysis Policy
 - Revenue Policy
 - Investment Policy in Brief
 - Capital Projects Policy in Brief
 - Procurement Delegation Policy in Brief
 - Debt Policy
 - Interfund Loan Policy
 - Reserve Policy
 - Risk Management Policy in Brief
 - Financial Planning Policy
 - Division Performance Policy
 - Employees Compensation Policy
 - Tax Increment Financing Policy
 - Economic Development Fund Policy
 - Reimbursement for Legal Costs Policy
 - Funding Outside of Budget Process Policy
- Annual Policies:
 - Division Performance Based Budget Policy
 - Fund Accounting Policy
 - Re-appropriation from Prior Year Policy
 - Financial Monitoring Policy
 - Audit Policy
- Budget Guidelines for Fiscal Year 2021



POLICY GOALS

Comprehensive fiscal policies are a cornerstone of sound financial management. In order to be effective, the policies have to be followed and regularly reviewed. They are designed to guide the financial management practices of Martin County targeted to accomplish the following goals:

- Enhance short- and long-term financial credit worthiness by striving to achieve high credit and bond ratings through timely payments and maintaining prudent levels of reserves
- Promote long-range financial stability by establishing clear and consistent guidelines
- Direct attention to the total financial picture of the County rather than individual issues
- Link long-range financial planning with daily operations

POLICY OBJECTIVES

The County strives to be a fiscally responsible and successful organization by adhering to both the short- and long-term fiscal policies and by aiming to achieve eight fundamentally sound objectives requiring consistent effort in monitoring and control of financial resources:

- I. Synchronize the planning system with major capital investments: The Capital Improvement Plan (CIP), Technology Investment Plan (TIP), and the broadband expansion plan
- II. Identify and coordinate operational impacts of major capital investments
- III. Reflect fiscal restraint in the annual budget, maintain a stabilization reserve of not less than ten percent (10%) of combined general fund disbursements
- IV. Keep annual expenditures within revenue forecasts
- V. Maintain a cash management system ensuring legality, security, and liquidity
- VI. Employ a division/performance-based budget process
- VII. Evaluate cost-effectiveness of divisions' activities through benchmarking and streamline operations where warranted
- VIII. Continue to facilitate diversification of the County's economic base relative to services and infrastructure

LONG-RANGE FISCAL POLICIES

Fiscal policies will be presented to the Board and re-adopted annually. Fiscal policies will be coordinated with the Board's strategic objectives as well as those parts of County's budget which have significant commitments for more than one fiscal year.

Decision Making and Analysis Policy

The County's financial planning and budgeting decisions will be based on a foundation of regular in-depth analysis and data modeling. At minimum, the following tools will be utilized:

Financial Forecasting

The County will maintain, and annually update, a mid-range (three-to-five-year) financial forecasting system, which includes projections of revenues, expenditures, and future costs and financing of capital improvements and other projects that are included in the capital and operating budgets.

A yearly forecast of major funds receipts will be maintained and updated monthly. Individual and aggregate revenue categories, as well as expenditures, will be projected by revenue and/or expenditure type. Historical growth rates, inflation assumptions, and County expenditures priorities will be used in developing the forecast. Forecasting will be used as a planning tool for developing the budget guidelines and for evaluating the future impact of current year's decisions.



The County will maintain a financial trend monitoring system. At minimum, the following indicators will be analyzed:

- Revenue - recurring and non-recurring, ad valorem, and user charges
- Expenditures - fixed cost, fringe benefits, capital, maintenance, and operations
- Operating positions - deficits, fund balance
- Debt - current liabilities, long-term debt
- Resource indicators - demographics, property values, employment base, business activity, gross sales tax by category

Revenue Policy

Revenues will be monitored regularly by the Budget Office and compared to prior years' trends to ensure that collections are consistent with the forecasts.

When collections diverge from the established trends, the Board will be notified and asked to amend the budget if necessary.

Revenue Forecasting

The County will prepare multi-year projections of major revenues and other incoming resources in order to analyze and understand the level of funding available for services and capital projects. Projections for future budget periods will be designed to determine the likelihood that County services can be sustained, and to identify future financial issues to be addressed. Revenue projections will also serve as a method of managing revenues' sensitivity to changes in budgeting assumptions and controllable factors such as changes to a tax rate or fees.

Revenue Optimization and Diversification

The County will strive to maintain a diversified and stable revenue structure to shelter its budget from short-term fluctuations in any one-revenue source. As part of the County's policy on appropriations, nonrecurring revenues will be used for nonrecurring expenditures, capital, or reserves. Recurring revenues will be used primarily for recurring expenditures.

The County will attempt to optimize all appropriate revenue sources to achieve an effective mix of inflow of money and will continually seek new sources of revenue to broaden its revenue base. At minimum, the County will adhere to the following revenue guidelines:

- The County will estimate its annual revenues by objective and analytical processes.
- The County will periodically recalculate the full cost of activities currently supported by user fees and charges to identify the impact of inflation and other cost increases.
- The County will set fees and user charges for all of its enterprise funds that fully support the total direct and indirect costs of operations and debt service of those funds.

Ad Valorem Taxes

Ad valorem tax levies will not exceed statutory millage rates. Ad valorem taxes are used primarily to fund general County operations and the constitutional officers' budgets. Ad valorem and millage calculations will be separated between the two to provide relative information for millage rate discussions. This separation will allow both the Board and the constitutional officers to make focused reductions or increases that may impact their millage accordingly. If one should choose to raise their ad valorem, then the other would not be forced to reduce ad valorem to balance the other's increase.



Municipal Service Taxing Units (MSTUs)

The MSTUs are taxing entities established by ordinance to provide a mechanism to assess ad valorem taxes for specific services or projects benefiting residents in a defined geographic area. Each MSTU will have a budget established and approved by the Board as part of the budget adoption process. Expenditures not defined during the budget adoption process will be brought to the Board for review and approval.

At present, Martin County has the following MSTUs: Fire Rescue MSTU, Parks and Recreation MSTU, Roads and Stormwater MSTU, as well as five District MSTUs corresponding with the geographic areas represented by each County Commissioner.

In fiscal year 2010, the Board elected not to levy taxes in the five Commissioner District MSTUs; however, some of the MSTUs receive small amounts of money from sources other than ad valorem. Other revenue sources collected in the Commissioner District MSTUs, including contributions and tower rentals, are reallocated to operating accounts for the intended use. In fiscal year 2018, Districts One, Three, and Five reinstated millage rates.

Use of Current Revenues

It is the Board's policy that nonrecurring revenues should not be used for recurring expenditures. Major capital projects may be funded through the sale of general obligation bonds or other types of external borrowing the County will continue to prioritize the importance of maintaining a balance between pay-as-you-go financing and debt financing for capital projects.

Financing capital projects from current revenues indicates the County's intent to show purposeful restraint in incurring long-term debt. The decision for using current revenues to fund capital projects will be based on the merits of the particular project in relation to an agreed upon set of criteria.

Revenue uses that result in increases to the recurring expenditure base will be carefully reviewed and minimized, e.g., capital expenditures that significantly increase ongoing operating expenses without sustainable and offsetting long-term revenues will be thoroughly evaluated before approval and construction.

Grants - County as a Grantee

The County's Grant Policy requires that all applications and acceptance of grant funds be approved by the Board. Approval may be given during the annual budget process when the grant is planned and anticipated, or it may be presented as a separate Board agenda item at any time during the fiscal year. Each grant application will be reviewed for the appropriateness and desirability of the program or service, the availability of match dollars, and the projected impact on program continuation and future funding requirements. Upon completion of the grant, programs will be reviewed on a case-by-case basis to determine whether the program should be continued utilizing County matches and staff time. The decision to continue will be made by the Board as a significant change during the budget review process. The County has no obligation to continue either grant-funded positions or grant funded programs. Based upon the Board's Strategic Objectives and preliminary budget guidelines staff will make grant allocation recommendations to the Board.

County as a Grantor

Requests for County grant funding (excludes District MSTU's) of \$1,500 or less are considered a donation and once included in the budget, will be disbursed with the detailed documentation or request from the receiving entity.

Requests exceeding \$1,500 (excludes District MSTU's) will require an application and Board approval. All requests for County grant funding may be considered during future year's budget review with the Board. If awarded, all monies disbursed to non-profits and community groups will be subject to the requirements of the grant application conditions. Disbursement schedule will be approved by the Board.



The Board will follow its policy for awarding grants and aid to local non-profits in order to provide transparent, efficient, and objective process of funding activities of agencies filling in critical gaps between government programs and urgent community needs.

At minimum, the Board will require that the grants and aid funding process involve the following elements: evaluation of availability of funding in a specific fiscal year, detailed application, timeline, award criteria, disbursement conditions, and contractual post-grant accountability.

Fund Balance

Fund balances are residual financial resources not expended in a prior fiscal year. Components of fund balance are categorized as:

- Non-spendable balances such as endowments and inventories of supplies
- Restricted - resources subjected to externally enforceable legal restrictions by law, creditors, grantors, contracts, and other external factors
- Committed - resources with self-imposed limitations set by the governing body. Formal action in the form of a County Ordinance must be taken by the Board prior to the end of the fiscal year. The same formal action must be taken by the Board to remove or change limitations placed on the fund.
- Assigned - balances marked by the Board for specific purposes
- Unassigned - total fund balance in excess of non-spendable, restricted, committed, and assigned

After the official closing of the prior fiscal year, any remaining fund balance except grant funds and operational commitments (i.e. professional services, contracted services, equipment), will be placed into reserves. Grant funds and approved obligations will automatically be carried forward. Any reserves above the level established for the fund will be identified and appropriated, when possible, to non-recurring expenditures. Primary consideration will be given to ad valorem reductions and reduced debt when applicable. When both restricted and unrestricted resources are available for the same type of projects, it is the County's policy to use restricted resources first, and then unrestricted resources as needed.

Special Assessments

The Board will approve assessable projects either as determined through the Capital Improvement Element/Capital Improvement Plan (CIE/CIP) or as otherwise considered by the Board. Assessments will be collected by the Tax Collector's Office through applicable laws.

Investment Policy in Brief

The County's Investment Policy was adopted on July 26, 1994 and last revised in June 2019 2009. Listed below are highlights of that policy:

Maintaining the safety of the principal of County's financial resources will be the highest priority in effective management of the County's cash flow. Secondary priorities will include liquidity of the investments and optimization of the rate of return within the parameters of the Florida Statutes. Funds held for future capital projects will be invested in accordance with these objectives, and in compliance with U.S. Treasury arbitrage regulations.

The County will invest funds not needed for day-to-day operations into prudent investment instruments, targeting 100% of cash balances for investment. The investment accounts must meet the criteria below, in order of importance:

- Safety of principal
- Liquidity
- Yield



Capital Projects Policy in Brief

The County will adopt on an annual basis a Capital Improvement Plan (CIP) component of the Capital Improvement Element (CIE) of the Comprehensive Growth Management Plan (MCCGMP). Fiscal aspects of the CIP in brief:

Capital projects included in the plan are those resulting in new or improved assets with a life span at least three (3) years and a total cost of more than \$60,000. Capital projects also includes fixed asset replacement budgets (FARB) and heavy equipment refurbishment and replacement. All capital improvements will be made in accordance with the CIE/CIP as adopted.

Adopted budgets for CIE/CIP projects may be amended upon the adopted CIE/CIP for the year applicable. The County will coordinate the adoption of capital budgets with the adoption of operating budgets.

Funding issues will be discussed with the Board during review of the CIE/CIP. Increases above the continued level of funding will require identification of additional revenue source(s) needed to fund the projects.

Capital Improvement Program

The Board annually reviews a ten-year CIP. The CIP is designed to balance the need for public facilities driven by population projections with the fiscal capability of the County to meet those needs. Projects within the CIP are prioritized in accordance with the criteria in Section 14.4 of the Martin County Comprehensive Growth Management Plan. The CIP serves as the planning guide for the construction of public facilities in the County. The first year of the ten-year CIP is the foundation for the Capital Budget. The remaining nine years in the CIP serve as a plan for the future provision of capital facilities. The first five years of the CIP will be fully funded. In accordance with the MCCGMP Policy 14.1B.2, CIP projects that provide new level of service for growth will normally not be funded with countywide ad valorem taxes.

The CIP is supported partially through long-term borrowing, grants, General Fund revenues, and impact fees on a pay-as-you-go basis. Fiscal Policy restrictions on the issuance of general obligation bonds are designed to keep combined General Fund supported debt service expenditures to not exceed ten percent (10%) of the total disbursements in General Fund. Due to the fact that the debt service expenditures restrict the amount of funds available for other uses, the County will monitor the debt levels and ensure that the ratio of debt service to the total operating budget does not exceed ten percent (10%).

Capital Project Sheets

A capital project sheet will be prepared for each project that meets the requirements defined in the CIP. Life Cycle Cost will be determined and reflected for each capital project. Each sheet will clearly state all improvement elements to be included in the project. Amounts included on the CIP sheet are intended to be rounded estimates for planning purposes. CIP sheets will include amounts spent to date except for annual, recurring capital projects such as road resurfacing. Revisions to a capital project's total cost of 10% or greater, will require Board approval. Expenditure increases of less than 10% of the capital project total cost may be approved by the County Administrator. Budget resolutions related to capital projects, which are approved by the Board, i.e, for grant funds and fund balance forward, may result in an automatic CIP sheet revision. Revisions to the scope of work that alters the intended plan will require Board approval.

Capital Project Budget

Once the Board has approved the CIP, the first year on the CIP sheet will represent the budget for the upcoming fiscal year. The project budget allocations for the future years will remain unchanged unless the CIP detail sheet is modified and approved by the Board. This approach will allow for proper re-appropriation of the budget as necessary (allocation of fund balance) from year to year.



Capital Program Debt

The County will coordinate capital projects financing with the limitations of its Debt Policy presented in the next section of this document.

In case of financing for capital improvements, other projects, or equipment by issuing debt, the County will establish a maximum debt service maturity of the earlier of: (i) the useful life of the capital improvement being financed; or (ii) thirty (30) years; or (iii) in the event they are being issued to refinance outstanding debt obligations, the final maturity of the debt being financed.

The County will calculate and monitor a self-imposed restriction to maintain the ratio of net General Obligation bonded indebtedness to the market value (assessable base) of taxable property in the County at less than three percent (3%). This ratio is a commonly accepted measure of capacity for bonded indebtedness.

Evaluate Capital Acquisition Alternatives

The County will evaluate all proposed capital projects or acquisitions in conjunction with a cost/benefit comparison of alternative options capable of meeting the same set of public needs. Additionally, the County will carefully assess the capital proposal's consistency with the financial forecasts, programmatic policies, and long-range strategic goals.

Fixed Asset Capitalization

The implementation of the Governmental Accounting Standards Board (GASB) Statement 34 compelled all governments to capitalize infrastructure assets for financial statements presentation. Martin County has been in reporting compliance with GASB 34 since fiscal year 2002. The following set of guidelines is intended to document the policies and procedures governing how assets will be accounted for on the County's financial statements.

Capital assets will be grouped by category and separated between governmental and enterprise funds. The following categories will apply to governmental funds' fixed assets:

- I. Land
- II. Land Improvements
- III. Rights of Way
- IV. Roads and Related Structures
- V. Bridges and Related Structures
- VI. Sidewalks and Related Structures
- VII. Stormwater Structures
- VIII. Buildings
- IX. Building Improvements
- X. Fixed Equipment
- XI. Major Moveable Equipment
- XII. Minor Moveable Equipment
- XIII. Other Assets
- XIV. Intangible Assets

Governmental Fund Capitalization Guidelines

Florida Statute 274 requires the Chief Financial Officer to establish rules and requirements for the recording of property and for the periodic review of property for inventory purposes. County staff will track fixed assets using the capitalization thresholds listed in this Policy. Assets below the thresholds will be expensed in the year of purchase. Capitalization thresholds will be established as follows:

- I. Land – All purchased land will be capitalized at historical cost. Donated land for specific purposes, which serves a public benefit will be capitalized at fair market value as of the date of the gift. Land/Right Of Way (ROW) donations will be capitalized at estimated fair market value. This will include land for parks, open space, future construction, etc. Estimated fair market value for donations will be determined with assistance from Martin County Property Appraiser's Office and/or the Surveying and Property Management Department.

The County will maintain an inventory of all of its assets and properties, including ROW.



- II. Land Improvements – Improvements to land costing less than \$50,000 will not be subject to capitalization. Certain land improvements are not subject to depreciation, or to financial reporting under the Modified Approach, and distinctions between types will be necessary.
- III. Right of Way – ROW will be capitalized at historical purchase price for purchases and at estimated fair market value for donations.
- IV. Roads and Related Structures – New construction or improvements to roads and related structures costing less than \$100,000 will not be subject to capitalization.
- V. Bridges and Related Structures – New construction or improvements to bridges and related structures costing less than \$100,000 will not be subject to capitalization.
- VI. Sidewalks and Related Structures – New construction or improvements to sidewalks and related structures costing less than \$25,000 will not be subject to capitalization.
- VII. Stormwater Structures – Prior to the implementation of the Stormwater Program in 1996, stormwater structures were primarily constructed as part of another project. These were usually associated with the construction of a road. New construction or improvements to stormwater structures costing less than \$100,000 will not be subject to capitalization.
- VIII. Buildings – New construction of buildings costing less than \$25,000 will not be subject to capitalization.
- IX. Building Improvements – New construction or improvements within an existing building costing less than \$25,000 will not be subject to capitalization. Improvements to buildings which are leased and meet this threshold will be capitalized in this category.
- X. Fixed Equipment – Fixed equipment purchased costing less than \$5,000 will not be subject to capitalization.
- XI. Major Moveable Equipment – Major moveable equipment purchased costing less than \$5,000 will not be subject to capitalization.
- XII. Minor Moveable Equipment – Minor moveable equipment purchased for less than \$5,000 will not be subject to capitalization.
- XIII. Other Assets – Other assets purchased for less than \$5,000 will not be subject to capitalization. Intangible Assets – Intangible assets purchased or internally generated for less than \$25,000 will not be subject to capitalization.
- XIV. Intangible assets are non-physical valuables such as intellectual property (computer software) or claims and rights to other assets (easements). For capitalization purposes, internal labor and other internal expenses may be capitalized for intangible assets.

The following categories will apply to enterprise funds' fixed assets:

- I. Buildings
- II. Water Distribution Systems
- III. Sewer Collection Systems
- IV. Wells
- V. Equipment
- VI. Leasehold Improvements
- VII. Landfill Improvements
- VIII. Land
- IX. Land Improvements



Enterprise Fund Capitalization Guidelines

- I. Buildings – include *water* and sewer plants, scalehouse, transfer stations, sheds, and all improvements made to buildings. Also included are structures inside buildings including but not limited to Reverse Osmosis (RO) Trains, plant automation, filters, control panels, pumps, etc. Life of the assets in this category range from 5 to 40 years depending on the asset. Capitalization requirement - \$25,000.
- II. Water Distribution Systems – include water lines and infrastructure related to water lines such as pumps, large water meters, valves, and any improvements and refurbishment to these assets that significantly extend the life of the asset. Life of assets in this category range from 3 to 40 years depending upon the asset. Capitalization requirement - \$5,000.
- III. Sewer Collection Systems –include sewer collection lines, lift stations, sewage pumps, control panels, infill and infiltration rehabilitation of sewer lines, lift station telemetry, and any improvements or refurbishment of these assets that significantly extend the life of the asset. Life of assets in this category range from 3 to 40 years. Capitalization requirement - \$5,000.
- IV. Wells –include all wells, refurbishment of wells, wellfield telemetry, meters on wells, pumps, etc. Life of assets in the category range from 5 to 20 years. Capitalization requirement - \$5,000.
- V. Equipment – fixed equipment purchased costing less than \$5,000 will not be subject to capitalization. Life of assests range from 3 to 15 years.
- VI. Leasehold Improvements – Improvements made to leased office space – walls, electrical, and any improvements that become a permanent part of the building structure. Life of the asset is based on the length of the lease. Capitalization requirement - \$5,000.
- VII. Landfill Improvements – Include all new cell construction, buffers, test wells, etc. Life of these improvements is determined by the estimated capacity of the cell. Capitalization requirement - \$5,000.
- VIII. Land is capitalized at cost and is not depreciated.
- IX. Land Improvements - Improvements to land costing less than \$50,000 will not be subject to capitalization.

Donated infrastructure will be capitalized based on documents provided by the individual developer. These assets are most frequently supported by a “bill of sale” from the developer that evidences the developers’ cost for the assets, which also represents Fair Market Value.



Procurement Delegation Policy in Brief

Specifics of procurement rules are detailed in the County's Purchasing Manual. Listed below are fiscal aspects of those rules:

The Board has delegated certain approval authority to the County Administrator to ensure effective and efficient management of contracts.

Contracts can be either single project contracts or task **order/work order contracts**. **Task order/work order contracts** anticipate the award of incremental work assignments and will be awarded in the total value of all anticipated work assignments. The total award value of the contract will constitute the total amount that can be awarded under the contract throughout the contract's life. Continuing services contracts are considered task **order/work order contracts**. **Task orders and work orders** are defined as anticipated incremental work assignments, under a single contract, that are awarded across the life of the contract.

Change orders are defined as unanticipated contract modifications that **increase or decrease the** value of the contract award and are required due to unforeseen conditions or scope changes.

These thresholds apply to all contracts. These thresholds do not supersede the Florida Statutes guidelines for continuing contracts. A report of Consultant's Competitive Negotiation Act (CCNA). **A report of** Task Orders will be provided to the Board on a monthly basis.

Contract and contract change order award policy is as follows:

CCNA Contracts

The Board will award single project or task order CCNA contracts valued at **\$200,000-\$500,000** or more.

All Other Contracts

The Board will award all other contracts valued at \$500,000 or more. Contracts valued at \$1 million or more shall be presented to the Board on the Departmental agenda at regularly scheduled meetings. All other contracts that are to be awarded by the Board will be presented on the Consent agenda.

CCNA and Other Contract Change Orders

The Board will award change orders for contracts that meet the thresholds above and cumulatively increase the total contract award value by ten percent (10%) or more.

~~Communication by Vendors with the Board on any contract subject to Board award, other than with County staff, is prohibited.~~

A cone of silence shall be established on all County competitive selection processes. The cone of silence prohibits any communication regarding a RFB, RFP, RFQ or other competitive solicitation between any bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, AND any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their subconsultants, or to provide a recommendation to award a particular contract, other than Purchasing Division staff. The cone of silence shall be in effect from the time of advertisement until contract award. Violations by Vendors will result in disqualification.

The County Administrator will award all other contracts by delegation as detailed in the Purchasing Manual adopted by the Board.



Debt Policy

- The County will calculate debt service requirements on a five-year basis and coordinate with adoption of the CIP to facilitate short-term decisions, to sort out other priorities, and to examine the long-range implications and effects of debt issuance.
- The County may limit long-term borrowing and capital leases to capital improvements, projects, or equipment that cannot be financed from current financial resources.
- The County will not issue long-term debt with maturity longer than the useful life of the project or item funded.
- The County will not fund current operations or normal maintenance from the proceeds of long-term financing.
- In an effort to conserve debt capacity, the County will borrow only when necessary and utilize pay-as-you-go financing to the extent possible.
- The County will strive to achieve and maintain an underlying bond rating of at least A (Moody Rating Service) for its obligations, which will facilitate favorable interest costs.
- The County's debt capacity will be maintained within the following parameters:
 - Net General Obligation Bonded debt per capita will remain under nine hundred dollars (\$900).
 - Net debt as a percentage of estimated market value of taxable property will not exceed three percent (3%).
 - The ratio of debt service expenditures as a percent of governmental fund expenditures will not exceed ten percent (10%).
 - The debt per capita as a percentage of income per capita will not exceed five percent (5%).
- The County may use voted general obligation debt to fund general purpose public improvements, which are necessary but cannot be financed from current revenues or the unreserved portion of the non-voted debt capacity.
- Every effort will be made to limit the amount of general obligation debt. All general obligation debt will be used only for public purposes.
- The County will strive to keep the average maturity of general obligation bonds at or below fifteen (15) years.
- The County will maintain a minimum debt service coverage ratio of 110% in the Water and Wastewater Funds.
- The County will review its outstanding debt annually to determine if the conditions in financial marketplace would allow the County the opportunity to refund an issue and reduce its debt service costs. In order to consider the possible refunding of an issue, a Present Value (PV) savings of three percent (3%) over the life of the respective issue, at a minimum, must be attained.
- When appropriate, the County will use special assessment or self-supporting bonds instead of general obligation bonds, so that residents benefiting from the improvements absorb all or part of the cost of the project financed.
- Martin County will maintain solid relationships with bond rating agencies and will keep them updated about its financial condition or other relevant information.



Types of Borrowing

- General obligation bonds are secured by the County's ability to levy ad valorem taxes on real and personal property within the County.
- Assessment bonds are secured by special assessment upon the property benefiting from specific improvements.
- Revenue bonds are secured by dedicated revenue streams arising from sales taxes, specialized types of taxes, and charges for services, such as water, sewer, and solid waste collection and disposal.
- Short-term bank notes and tax-exempt commercial paper are secured by covenant to budget and appropriate legally available non-ad valorem revenues.
- Other types of debt subject to this Debt Policy include:
 - State Revolving Fund Loans ("SRF Loans")
 - Revenue anticipation notes and promissory notes
 - Lease purchase
 - Line of credit

Financial Disclosure

The County is required to provide a full and complete financial disclosure annually.

- Cooperate fully with rating agencies, institutional and individual investors, agencies, other levels of government, and the general public to share clear, comprehensive, and accurate financial and other relevant information.
- The County is committed to meeting secondary disclosure requirements on a timely and comprehensive basis.
- The Office of Management and Budget assists the Clerk of the Circuit Court and Comptroller's Financial Services Division with the ongoing disclosure to established national information repositories and for maintaining compliance with disclosure standards promulgated by state and national regulatory bodies and may carry out such responsibility through the engagement of an outside dissemination agent. The Clerk of Circuit Court and Comptroller's Financial Services Division will provide disclosure information that is sent to Municipal Securities Ruling Board (MSRB) and posted to the Electronic Municipal Market Access System (EMMA) to ensure compliance.

Interfund Loan Policy

The Board may resolve to fund certain projects through internal financing. An interfund loan is defined as a loan from one specific fund to another, as identified within the loan resolution. The following rules will guide internal borrowing:

- The loan will be approved by the Board via resolution identifying the fund from which the loan is being made, the impact on that fund, and the terms of the loan.
- The initial expenditures will be made from the fund where the monies are available, and in the next fiscal year, the interfund transfers will be established to begin repayment of the loan. The term of the loan will be defined within the resolution and may be for a period of more than one year when approved by the Board.
- If a project funded by an interfund loan is not completed prior to the budget preparation for the next fiscal year, then the first year of repayment will be calculated on the estimated cost of the project. Once the project is completed, and an actual total cost available, repayments will be calculated for the future years



when applicable to cover the total cost incurred. Any interfund loan may be paid in advance without any additional accrual of interest, or any other penalties.

- The interest will be based on the County's investment portfolio rates, but not to exceed the current market rate when applicable.
- Money advance will be in accordance with the Board's adopted Reserve Policy as defined in the next section of this Policy document.

Conduit Financing Policy in Brief

The Board may facilitate conduit financing, such as bonds, for private project activities within the County that have a specific public purpose and are consistent with the County service needs and strategic objectives.

The authority of the County to issue or approve conduit bonds shall be derived from state or federal law and/or ordinances and resolutions of the County. The County will not be responsible for any cost related to the issuance or debt repayment of conduit financing or any aspects of the project constructed as a result of the financing.

The County will follow specific financial guidelines to issue or approve conduit bonds. At minimum, these guidelines will include the following elements: a detailed application, application fees/ processing cost, and requirements for supplementary information; criteria for approval including community need, financial feasibility, security, risk, project management, and commitment to the County; statements regarding the County's role in the conduit financing process and applicant's responsibilities related to the project, financing, and debt repayment.

Reserve Policy

The Reserve Policy, implemented in 1999, is adopted annually. The County will set aside reserves to mitigate unforeseen and unexpected events and to offset unanticipated downturns in revenues. Sufficient levels of reserves can ensure continued and orderly operations and tax-structure stability. It is an objective of the Board to maintain a managed reserve in the various operating funds at a level sufficient for temporary financing of unforeseen emergency needs, and to allow for orderly adjustment to changes resulting from termination of revenue sources through actions of other governmental bodies. Use of reserves through budget transfers will require that available balances be disclosed.

Designated Reserves

The stabilization reserve in the General Fund will be maintained in an amount not less than ten percent (10%) of the annual General Fund budget (less reserve totals). Additionally, separate funds will be appropriated to mitigate natural disasters. Other operating funds will strive to maintain similar designated reserves.

In order to provide the resources necessary to ensure continued operations of the County's water and wastewater systems should a natural disaster occur, the County will establish a working operating reserve equal to a minimum of three (3) months of the water and wastewater operating budget, less depreciation, annual debt service, and capital expenditures. This level of reserves is established by the industry standards.

Capital and special revenue funds will be allowed to accumulate in designated reserves for future capital projects. There is no percentage restriction on the amount of these reserves.

Tourism and Marketing will have three months operating reserves which will be based on the average Bed Tax collected within the tourism and promotional category annually for financial stability.



Funding for medical services will include in the adopted budget, an established reserve that represents two percent (2%) of the total medical services expenditure line items.

The Building Fund, which is operated solely on fees, will have a reserve equivalent to one (1) year of operating expenditures. Funding for Building Permit Waiver Program will not exceed four million dollars and will be placed in reserves to mitigate permitting costs associated with natural disaster recovery. Any additional funds will be placed into a reserve for future capital.

The reserves necessary for each operating fund will be identified and updated annually in the operating budget and revised and reported with every related budget amendment during the year.

Undesignated reserves will be limited to an amount that is consistent with previous years, except where otherwise defined. These reserves are to be used for any unforeseen expenditures for either operations or minor capital projects.

Replenishment of Reserves

When the undesignated reserves are to be utilized, due to unforeseen circumstances, staff will prepare a plan for the Board to begin to replenish these reserves as part of the budget adoption process. The plan may span from one to five years depending upon the magnitude of the expenditure. Each year the necessary funds to replenish the reserves will be reflected in the budget, approved and levied accordingly.

Self-Insurance Fund

Martin County has a self-insured health plan for employees. This plan will have a reserve established within the self-insurance fund as required by the Department of Insurance: the costs incurred but not reported (IBNR) plus two months' equivalent of claims expected to be incurred. The County provides employees with a wellness clinic. In order to provide adequate funding for this program, each operating fund will pay a proportionate share based upon cost of the number of employees. Enterprise funds calculation will be included in their indirect cost.

Risk Management Policy in Brief

The County will protect its assets by maintaining adequate insurance coverage. The County will strive to reduce accidental losses that would endanger personnel and property. The County will continue to analyze all insurance alternatives and periodically assess each to ensure that the best coverage overall is maintained. Additionally, the County will continue to maintain a business interruption insurance to cover natural disasters and minimize impact on businesses.

Financial Planning Policy

The County will use financial planning to expand awareness of governing options of its resources and assets, potential problems, and opportunities. Financial planning will be used as a tool to identify long-range revenue, expenditure, service implications of continuing or ending existing programs, or adding new programs and debt. Financial planning process will be used to shape prudent decisions and to mitigate the severity of potential problems before they arise.

Division Performance Policy

The County will regularly evaluate the departmental divisions and services they provide, as well as external factors that could affect their operations and their intended purpose in the future.

Divisions will use performance measures to review their effectiveness on quarterly basis. During the budget preparation process, each division will use benchmarks to compare its performance to others in the same line of public services.

Changes in County's fiscal condition, operational environment, and other organizational factors may result in redesigning of the primary functions, purposes, and types and scope of services provided by a division.



Compensation Policy

In order to maintain fair and equitable compensation for all employees, the County will strive to maintain salary levels, which represent the fiftieth (50th) percentile of the comparable market basket. In extenuating situations, positions considered Market Impact Positions, may be held to criteria different from the salary structure.

At least every four years, the County will review all employees' classifications as well as the total payroll and benefits package for competitiveness with the market, including the private sector where applicable, and make adjustments as necessary.

It is a goal of the Board to treat employees equally with respect to pay, benefits, and advancement opportunities. The County will strive to bring collective bargaining agreements into conformance with these policies as the contracts are renewed. Any wage adjustments resulting from renewal of collective bargaining agreements will also be applied to the non-bargaining employees.

Other Postemployment Benefits (OPEB)

GASB Statement (45), *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, addresses how state and local governments should account for and report their costs and obligations related to post-employment healthcare and other non-pension benefits. Collectively, these benefits are commonly referred to as OPEB.

In general, the statement requires that state and local governmental employers account for and report the annual cost of OPEB and the outstanding obligations and commitments related to OPEB in essentially the same manner as they currently do for pensions. Annual OPEB cost for most employers will be based on actuarially determined amounts that, if paid on an ongoing basis, generally would provide sufficient resources to pay benefits as they come due. During budget preparation, the Board will determine a contribution amount to be placed toward the OPEB liability. In addition, funds remaining at the end of each fiscal year from the retirement and benefits account will be allocated toward the liability during fund balance adjustments. These funds will accrue each year and will be available when retirement benefits are to be paid. The County will strive to accumulate the necessary funds to fully fund the program over time.

Tax Increment Financing Policy

The Board has established seven Community Redevelopment Areas (CRAs) per Florida State Statutes (FSS) Chapter 163, Part III (FSS 163.330-163.463). Funding for the CRAs is based upon an annual allotment through Tax Increment Financing (TIF) per FSS 163.387(1), and through a trust fund as defined in FSS 163.353. The CRAs will maintain separate trust funds and will not be co-mingled unless the Board has approved accordingly.

The Board will approve the allocation of CRA funds through the adoption of the CIP and the County budget. Modifications to the allocations may be necessary from time to time and will be communicated to the Board via existing policy and procedures. All expenditures will be made in accordance with Board policies and procedures. The Board will serve as members of the agency. The Community Development Department (CDD) will be a Board department established under the direction of the County Administrator. All employees in CDD will be County employees and will abide by all County policies and regulations. A Memorandum Of Understanding (MOU) may be executed between the BOCC and the CRA.



Economic Development Fund Policy

The Economic Fund was set up to boost economic activities by promoting and fostering economic development to targeted industries based upon job creation, wage levels, and capital improvements. The fund is created by Chapter 71, Article 2, General Ordinances, Martin County Code. In addition, Section 125.045, Florida Statutes authorizes the Board to extend public funds to attract and retain business enterprises.

The Economic Development Fund includes the following policy statements:

- Martin County Opportunity Fund, established by Resolution No. 10-6.9, is a deal closure program using a performance agreement to attract qualified targeted industries as defined in the Economic Element of the County's Comprehensive Plan in accordance with adopted guidelines.
- Martin County Job Creation Grant Program established by Resolution No. 10-6.10 is a reward program for job creation using a performance agreement, paid out over a number of years following creation and verification of jobs in accordance with adopted guidelines.
- Economic Development Impact and Building Permit Fee Mitigation established by Chapter 71, Article 2, General Ordinances, Martin County Code, uses an agreement with a Qualified Targeted Industry or business which provides that building permit and impact fees be paid from the Economic Development Fund and are replenished by the County from available funds, including impact and building permit fees.
- Funds for Economic Development are dedicated from collections of the new Florida Power and Light Solar Array facility. These funds will not exceed 50% or \$1,000,000 annually. Additionally, a cap of 5% of the General Fund operating balance will be imposed with any excess monies going directly into the General Fund.

These policies will be reviewed and revised annually to incorporate any policy or strategic objectives developed and approved by the Board.

Reimbursement for Legal Costs Policy

The policy provides procedures for the reimbursement of attorneys' fees and costs for Martin County officials and employees who successfully defend or prevail in civil, criminal or ethical actions for conduct performed in their official capacity while serving a public purpose. In accordance with Board directed policy, reimbursement of attorneys fees and costs for County officials and employees adopted November 26, 2019.

The amount of reimbursement may be approved by the County Administrator following review by the County Attorney if the requested amount is less than or equal to \$7,500.00 per case and greater amounts will be approved by the Board.

Funding Outside of the Budget Process

Once the budget has been either tentatively approved or adopted, any requests for funding that are not included in the tentatively approved or adopted budget will be brought to the Board as an agenda item during one of the Board's scheduled meetings. The agenda item will detail the nature of the request, public purpose, operational expense, relationship with similar organization and other funding alternatives. Funding will be dependent upon Board action.



ANNUAL POLICIES

The Board will annually adopt a balanced budget as their operating and capital plan for the fiscal year starting on October 1 and ending on September 30. The budget will balance expenditures with revenues and will be adopted as per the established timetable of the Truth in Millage Act (TRIM).

The annual budget will reflect revenue sources and expenditures by division within each department. The County's goal will be to pay for all recurring expenditures with recurring revenues and use nonrecurring revenues for nonrecurring expenditures. If a budget deficit is inevitable, the Board will reduce appropriations or identify revenues, which could be increased.

The budget will be developed based upon guidelines that are established by the Board during an annual review of the budget preparation process.

Division Performance Based Budget Policy

Martin County's budget development process will be division and performance based. In order to improve the effectiveness of governmental programs, the County will integrate performance measures and productivity indicators within the divisions' budgets, whenever possible and feasible.

The County will conduct all fiscal activities in accordance with the highest level of statutory and ethical standards.

The budget will be reviewed with the Board and will focus on the following:

- Division Changes - increases or decreases in the service level will be detailed and defined by division.
- New Divisions - proposed new divisions will be identified as a budget issue and will require detailed justification and analysis of the long-term fiscal impacts.
- Staffing - staff increases will be limited to cases mandated by the Comprehensive Plan level of service or supporting Board strategic objectives. Reductions of staff will be done when there is no adverse effect on approved service levels. Reallocation of staff resources to improve efficiency and effectiveness will be at the discretion of the County Administrator and in accordance with the Human Resources Manual.

Division

All County divisions will develop spending patterns to keep costs to their absolute minimum necessary to deliver public services without substantially increasing the local tax burden.

- The budget will provide for adequate maintenance of capital infrastructure and equipment, and for required replacement of equipment as established by County's replacement standards.
- The County will maintain budgetary controls at the division level within each department.
- The County will develop and annually update a long-range financial forecasting system, which will include revenue, expenditure, and future cost projections. Financing of capital improvements as defined within the CIE/CIP and capital within the operating budgets will also be included.
- The County will periodically update their growth projections and capital needs assessments.

Fund Accounting Policy

The Board will account for all revenues and expenditures within the established funds as outlined in the Uniform Accounting System Manual developed by the State of Florida Department of Financial Services.



Re-appropriation from Prior Year Policy

The Board will allow for automatic carry forward of the following types of encumbrances not completed in the prior fiscal year: contracted, professional services, maintenance contracts, grant allocations, and capital equipment and projects. Approved capital projects will be re-appropriated and may be modified according to the CIP detail sheet adopted by the Board. Funds remaining within the Supervisor of Elections' equipment account will be placed into a reserve for future equipment replacement.

Financial Monitoring Policy

Monthly budget status reports will be provided to each division within the County. Each division's management will review the reports to analyze expenditures for accuracy and budget limitations. An executive summary report will be provided to the County Administrator. In addition to the monthly reports, all revenue resources will be reviewed periodically.

Audit Policy

The Board will provide for an annual independent audit of its financial statements. In addition to regular financial audits, the County may conduct internal audits of operational practices and financial activities as determined by the Internal Audit Committee.

BUDGET GUIDELINES FOR FISCAL YEAR 2021

Budget Guidelines will be presented to the Board annually as part of the budget preparation process. These guidelines are the basis of Board direction for development of the next fiscal year's budget and are to be considered during future budget deliberations. These guidelines are specific to the next budget year only, and will be amended annually, if necessary.

- Budgets will include benchmarks. Reviews of benchmarks may result in revision of performance measures.
- Departments will be benchmarking their cost of services by division to provide comparative analysis between the public and private sector when applicable.
- The County budget document will include elements required by the Government Finance Officers Association Distinguished Budget Award criteria.
- Ad valorem distributions will be separated between departments that are under the purview of the Board and those that are for constitutional officers' budget requests.
- Program Change Requests will be identified as separate budget requests with information detailing the nature of the request, full time equivalent (FTE), funding source, etc. These requests will represent any shifts in funding from the State or County, any Board directed requests, or directives by the County Administrator.
- Departments will provide cost reduction options, which may be included in the County Administrator's proposed budget. Such reductions will be prioritized and will clearly identify the impact to residents.
- New positions will be requested only when there is a change in service level relative to a Board strategic objective or Comprehensive Plan mandated level of service.
- The disclosure of all millages will be in compliance with Truth in Millage (TRIM).
- The Board will reflect all health care services for qualified Martin County residents collectively in accordance with Chapter 163, Article 2, General Ordinances, and Martin County Code.



- The Board will strive to assure continuance of existing levels of funding for the CIE/CIP to provide for fire rescue infrastructure and equipment, to maintain and develop parks and public beaches access, to maintain buildings, and to expand the library book and electronic media collections. The level of funding for these purposes depends on the portion of ad valorem allocation by the Board; therefore, it is subject to change.
- The Board will review the CIE/CIP and tentatively approve it in a workshop setting. Final adoption will occur simultaneously with the adoption of the budget.
- Road resurfacing, sidewalk, bike path construction and maintenance will be performed based upon a priority schedule approved annually during the budget process. Funding for these projects will be identified and budgeted accordingly in the Road Maintenance Unincorporated Area MSTU or gas tax funds.
- The Unincorporated MSTU Fund will include general revenue source of funding for divisions that are not fully fee supported.
- Wage increases for all employees will require a reserve consistent with the negotiated union contracts and the Employees Performance Appraisals.
- To maintain existing levels of service, fund balance from the Stormwater Maintenance Program may be utilized to purchase replacement of heavy equipment each year as needed.
- Funding for replacement of voting equipment for the Supervisor of Elections will be accomplished by accumulating \$25,000 annually. In addition, any remaining dollars in the General Elections division will be added to increase funding for this purpose.
- Road, landscaping, and other maintenance activities for projects completed by the Community Redevelopment Area (CRA) will be funded in the same manner as for other County assets: Road Maintenance MSTU, gas tax funds, or other sources appropriate for the specific type of assets.
- ~~Funding for the bus replacement for the Veteran's Council of Martin County in the amount of \$45,000 will be allocated annually beginning Fiscal Year 2019. Funds will be placed in General Fund Reserves until requested.~~



Office of Management and Budget - Supplemental Memo Attachments

Item #4 – APPROVE A BUDGET TRANSFER FROM GENERAL FUND RESERVES FOR CONTINGENCIES

DOCUMENTS REQUIRING ACTION:

- None at this time



Board of County Commissioners

2401 SE Monterey Road
Stuart, Florida 34996

Agenda Item Summary

File ID: 22-0030

DEPT-2

Meeting Date: 10/5/2021

PLACEMENT: Departmental

No Items

TITLE:

CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL \$1 MILLION OR GREATER

EXECUTIVE SUMMARY:

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

DEPARTMENT: Administration

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

REQUESTED BY: Various

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

This item serves as a placeholder for those items that meet the threshold for Board approval for contracts \$1 million or greater and contract change orders or amendments that meet the \$1 million threshold and cumulatively increase the original contact value by 10% or more.

ISSUES:

None

LEGAL SUFFICIENCY REVIEW:

Items requiring approval provided via Supplemental Memorandum.

RECOMMENDED ACTION:

RECOMMENDATION

Provided via Supplemental Memorandum.

ALTERNATIVE RECOMMENDATIONS

Provided via Supplemental Memorandum.

FISCAL IMPACT:

RECOMMENDATION

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

Funding Source	County Funds	Non-County Funds
Subtotal		
Project Total		

ALTERNATIVE RECOMMENDATIONS

None

DOCUMENT(S) REQUIRING ACTION:

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

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Agenda Item Summary

File ID: 22-0076

DEPT-3

Meeting Date: 10/5/2021

PLACEMENT: Departmental

TITLE:

DISCUSSION AND REQUEST FOR AUTHORIZATION TO NEGOTIATE A CONTRACT TO PURCHASE TWO LOTS ALONG SE WILLOUGHBY BOULEVARD, SOUTH OF SALERNO ROAD FOR ENHANCEMENT TO THE EMPLOYEE WELLNESS PROGRAM

EXECUTIVE SUMMARY:

This request is to discuss the potential acquisition and authorization to negotiate a Contract to purchase parcels A, B and C, located on the west side of SE Willoughby Boulevard, south of SE Salerno Road for potential enhancement to the employee wellness program to provide services for Martin County employees and their families on the County's health insurance plan.

DEPARTMENT: Public Works

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

REQUESTED BY: Jim Gorton, Public Works Director

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

There has been discussion for acquisition of land to build a facility to operate the County's Employee Wellness Center. The Employee Wellness Center currently operates on a contract and is located at 1050 SE Monterey Road in Stuart. The Employee Wellness Center provides services for Martin County employees and family members that are on the County's health insurance. Currently, the Employee Wellness Center is operating at a high utilization rate and based on analysis from the County's benefits consultant, Gehring Group, we are expected to meet or exceed maximum capacity within a few years. Additionally, the parking in this area has always been a challenge and often a complaint from our employees.

The County currently owns a 1.78-acre parcel on the corner of SE Salerno Road and SE Willoughby Boulevard. Staff recently became aware that the owner of parcels A, B and C, which is cleared and vacant, is receptive to the idea of selling the parcels for such a purpose. The parcels total approximately 2.2 acres. This would provide for a total of approximately 4 acres.

If authorized by the Board of County Commissioners to move forward, this property would be a good addition to current County owned property located on the corner of SE Salerno Road and SE

Willoughby Boulevard.

If the County were to purchase land and build its own Employee Wellness Center, the County anticipates a cost savings of \$998,498 each year. The cost savings was analyzed using our current approach of having a 3rd party administer, oversee, and direct the operations of the Employee Wellness Center including but not limited to hiring medical staff professionals, procuring medical equipment and supplies, processing payroll, workers' compensation, etc. The employees of the Employee Wellness Center would not be employees of the BOCC.

Staff will return to the Board for final approval.

ISSUES:

The Employee Wellness Center currently located at 1050 SE Monterey Road has steadily experienced an increase in its utilization and capacity over the past several years. Staff has explored options to plan for future expansion and capacity issues of the Employee Wellness Center. The County currently owns land at the corner of SE Salerno Road and SE Willoughby Boulevard and parcels A, B and C located next to it are available for purchase. The land would be developed for a County owned Employee Wellness Center that would meet the future need of County employees and their families under the County's health insurance plan.

LEGAL SUFFICIENCY REVIEW:

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

RECOMMENDED ACTION:

RECOMMENDATION

1. Move that the Board authorize staff to initiate a "Contract for the Purchase of Vacant Land"; and
2. Move that the Board authorize the County Administrator or designee to execute a "Contract to Purchase", for parcels A, B and C, located on the west side of SE Willoughby Boulevard, south of SE Salerno Road to build an Employee Wellness Center, with the understanding staff will return to the Board for approval once due diligence have been completed.

ALTERNATIVE RECOMMENDATIONS

The Board is asked to provide an alternative recommendation to staff.

FISCAL IMPACT:

RECOMMENDATION

Funding for the acquisition of land for a facility is being made available through monies that were set aside from the Coronavirus Aid, Relief and Economic Security (CARES) Act. There was a total of \$3.0M allocated to begin the process, once land is acquired, then design and construction cost estimates can begin. Once those estimates are finalized, staff will provide the Board funding options for design and construction that will take into consideration the anticipated cost savings of roughly \$998K.

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 #3350

**Proposed Employee
Wellness Enhancements
RPM#3681**



**County owned Parcel
1.78 acres**

**2.22 Acres - Parcels A,B and C
PCN 55-38-41-000-065-00022-5
PCN 55-38-41-000-065-00023-4**



NOT TO SCALE
2021 AERIAL

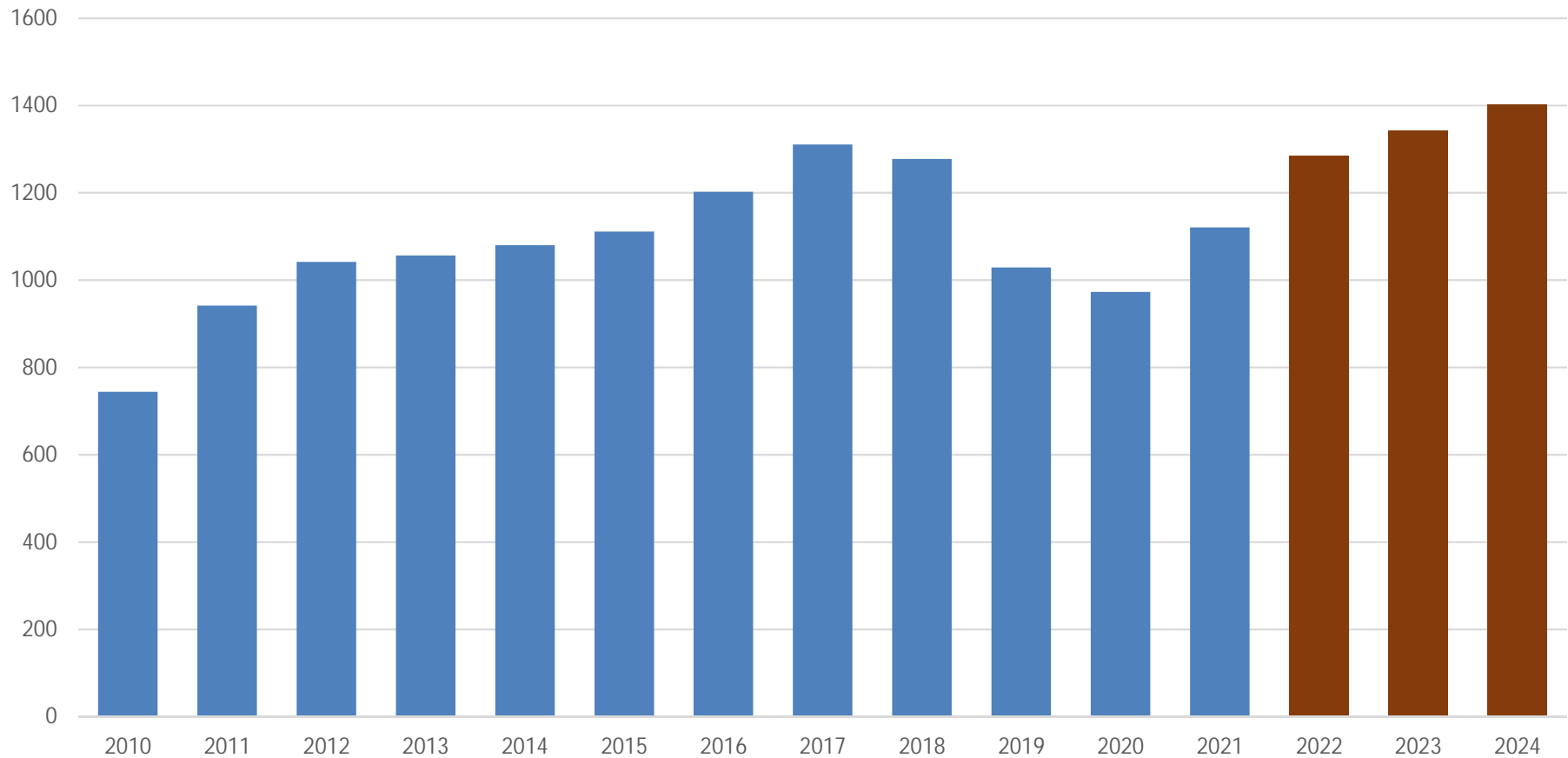
EXHIBIT ONLY

Employee Health Center Return on Investment Analysis

Martin County BOCC

Health Center Utilization

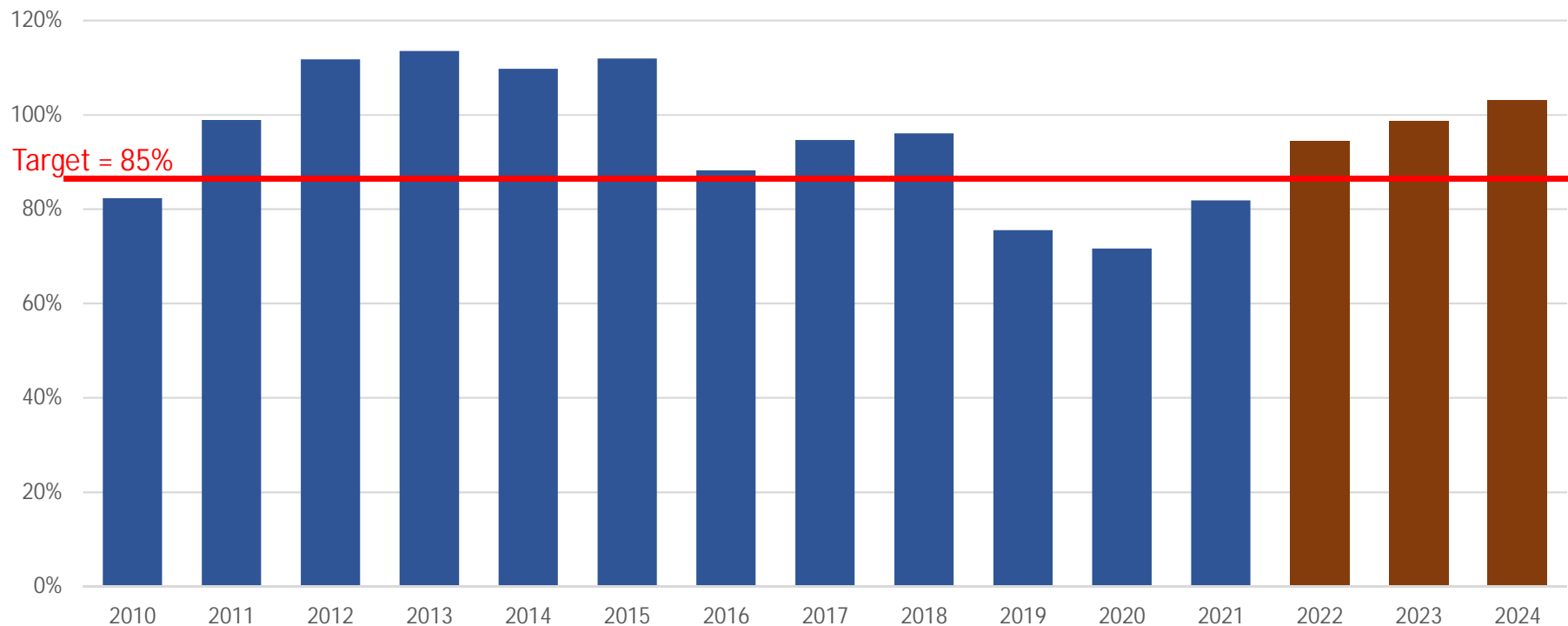
Avg. Medical Appointments per month



- Avg. monthly medical appointments are growing at a 5% rate per year
- Estimated per month appointments at 1284-1403 per month for 2022-2024

Health Center Utilization

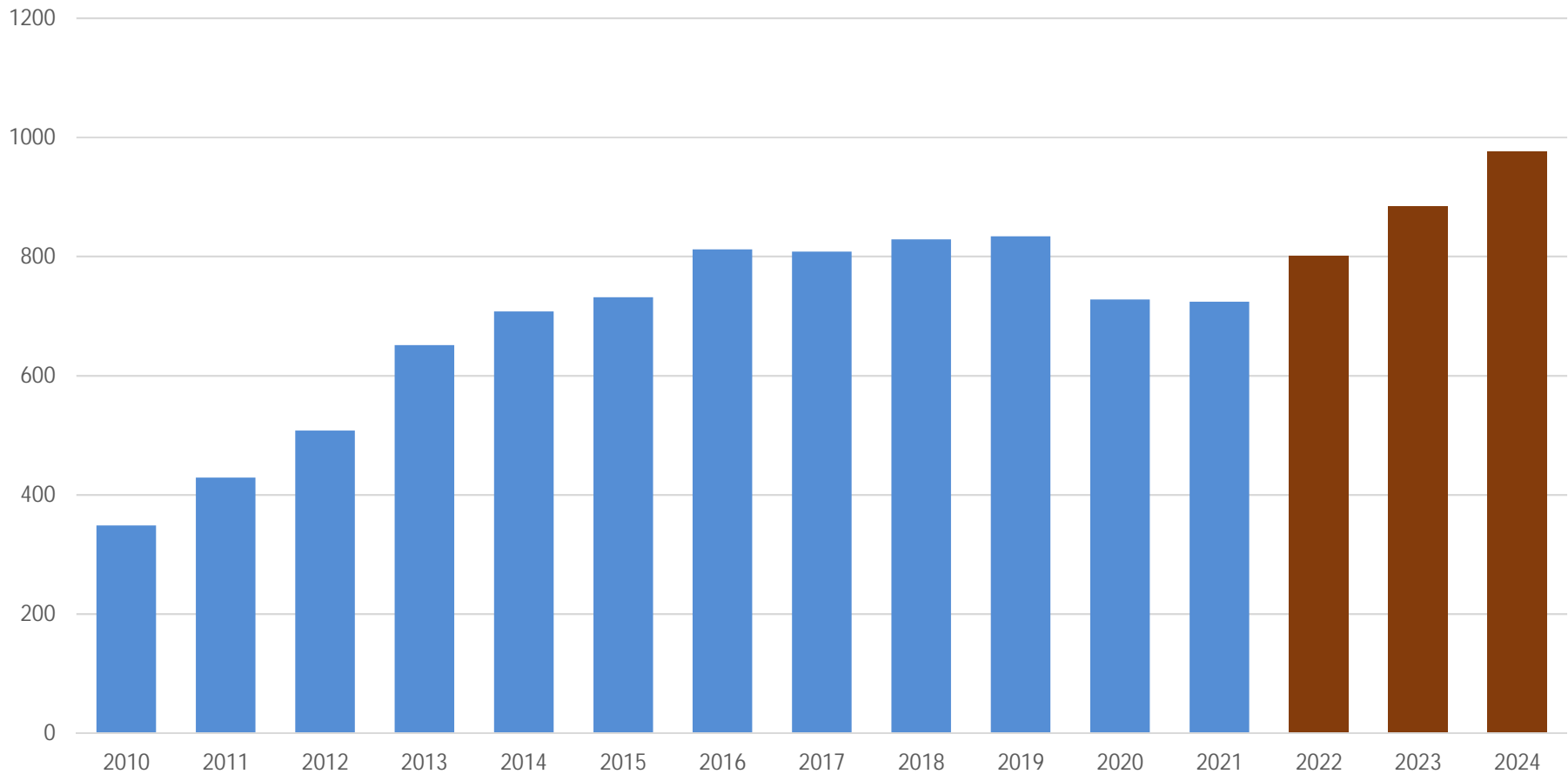
Avg. Capacity Utilization per month



- Avg. capacity is 90% since 2016 (excluding 2020)
- MCSO and the City of Stuart transition freed up capacity post 2015
- Average available appointments = 1360 per month
- At a 5% increase in visits, capacity expected to exceed 90% in 2022 (100% in '24)
- Capacity can be increased by space, hours of operation, and/or staff time

Health Center Utilization

Avg. Prescriptions Dispensed per month



- Avg. medications dispensed are increasing by 10% since 2011
- Estimated medications dispensed per month at 800-977 in 2022-2024

Return on Investment

January 2019 – April 2021

Item	EHC Utilization	Average Plan Cost/Claim	Plan Cost Avoidance	Average Member Cost/Claim	Member Cost Avoidance	Total Cost Avoidance
Office Visits						
Office Visits	28,088	\$140.86	\$3,956,507	\$39.55	\$1,110,756	\$5,067,262
Occupational Health / WC Visits	1,883	\$191.00	\$359,653	\$0.00	\$0	\$359,653
Physicals	864	\$395.00	\$341,280	\$0.00	\$0	\$341,280
Total Cost Avoidance			\$4,657,440		\$1,110,756	\$5,768,195
Other						
Prescriptions (Generic)	20,372	\$27.22	\$554,458	\$10.65	\$217,030	\$771,488
Estimated ER Diversion (2%)	562	\$567.91	\$319,027	\$43.82	\$24,616	\$343,644
Presenteeism (1 hr)	12,640	\$29.69	\$375,228	\$0.00	\$0	\$375,228
Total Cost Avoidance		-	\$1,248,713	-	\$241,646	\$1,490,359

Grand Total Cost Avoidance <u>Excluding Member Savings</u>	\$5,906,153	
Total Health Center Expenditures	\$4,381,723	
Savings to City's Health Plan	\$1,524,430	
Return On Investment <u>Excluding Member Savings</u>	1.34: 1	

Grand Total Cost Avoidance <u>Including Member Savings</u>	-	\$7,258,554
Total Health Center Expenditures		\$4,381,723
Savings to City's & Employee's Health Plan		\$2,876,832
Return On Investment <u>Including Member Savings</u>		1.65 : 1

- Average ROI generated of 1.34 to 1; \$1,771,845 claims avoided per year

Hypothetical

- Average ROI achieved from clients that own their clinic location = 2.1 (vs. 1.34)
- Avg ROI vs. MCBOCC ROI = 0.76 or \$998,498 per year in additional savings*
- Other services opportunities:
 - Ultrasound (\$145 avg plan cost)
 - Mental Health Counselor (\$85 avg plan cost)
 - Chiropractor (\$106 avg plan cost)
 - Physical Therapy (\$125 avg plan cost)
- Equates to an additional \$105,480** claims savings opportunity per year

* Does not include costs associated with start up or build out expenses

** Assuming 20% of ultrasound and mental health services; 10% of chiropractic and physical therapy services are captured with 2.1 to 1 ROI achieved

**MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM**

TO: Honorable Members of the Board of County Commissioners **DATE:** September 29, 2021

FROM: Taryn Kryzda, County Administrator

REF: 22-0076

**SUBJECT: DISCUSSION AND REQUEST FOR AUTHORIZATION TO
NEGOTIATE A CONTRACT TO PURCHASE TWO LOTS ALONG SE
WILLOUGHBY BOULEVARD, SOUTH OF SALERNO ROAD FOR
ENHANCEMENT TO THE EMPLOYEE WELLNESS PROGRAM**

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Staff has re-evaluated this agenda item based upon comments received. The following is being proposed for modification:

BACKGROUND/RELATED STRATEGIC GOAL:

For the past few years utilization of the employee Wellness Clinic (Clinic) has been on a steady increase, so much so, that the County has had to increase the hours of operation for County employees to receive medical care. When the Coronavirus Aid Relief and Economic Security (CARES) Act was being communicated to the County on eligibility of such funding, staff began identifying projects and programs that would benefit not only the County as a whole, but Martin County as an organization. Through those discussions, and following some concerns related to having employees tested for COVID-19 and effectively being able to offer the vaccines efficiently for those that participate in the County health insurance program, plus the increase in usage, along with some other operational concerns (such as expansion and parking), the discussion of having another facility for employee wellness began. The conversations led to staff researching whether or not the CARES Act funding could be utilized to provide another clinic for employees and participants in the County's health care program. Once the County received the CARES Act monies, staff allocated \$3M to address the possibility of moving forward with another Clinic.

Staff began their due diligence into the effectiveness, visited other government locations that provide their employees with a similar benefit as the County's Clinic, along with having the County's third party administrator (Gehring Group) for the County's health plan do an analysis as to the feasibility of the County owning their own Clinic. The Gehring Group's analysis, based upon the government clients that they serve that have their own facilities, demonstrated that there was the possibility of an annual savings to the County of roughly \$998K. Staff then began the process of identifying possible sites to locate a Clinic on, realizing that once land was acquired, then estimates for design and construction cost can begin.

The County currently owns a 1.78-acre parcel on the corner of SE Salerno Road and SE Willoughby Boulevard. Staff recently became aware that the owner of parcels A, B and C, which is cleared and vacant, is receptive to the idea of selling the parcels to the County. The parcels total approximately 2.2 acres. This would provide for a total of approximately 4 acres that could be utilized for a Clinic. If authorized by the Board of County Commissioners to move forward,

this property would be a good addition to current County owned property located on the corner of SE Salerno Road and SE Willoughby Boulevard.

Staff believes the best operational model would be to do Request for Proposals (RFP) for a firm that would then manage the operations of the Clinic. Staff also believes that from a business decision, this is a viable option that will provide the County with:

- Ability to increase hours and increase the overall Return On Investment (ROI)
- More control of operations
- County will own the equipment and can ensure adequate replacement
- Will allow for expanded services as deemed appropriate
- Cost control overall by having the ability to manage a facility just for the needs of employees (presently the existing Clinic provides walk-in and urgent care services to the general public)
- Provide adequate parking

Staff also evaluated the ability to utilize existing buildings that may be available to rent. Upon further review, the CARES Act funding cannot be used for rent. Staff will return to the Board for final approval of this land acquisition.

RECOMMENDED ACTION:

1. Move that the Board authorize staff to initiate a "Contract for the Purchase of Vacant Land".
2. Move that the Board authorize the County Administrator or designee to execute a "Contract to Purchase", for parcels A, B and C, located on the west side of SE Willoughby Boulevard, south of SE Salerno Road to build an Employee Wellness Center, with the understanding staff will return to the Board for approval once due diligence have been completed.

/tk



Agenda Item Summary

File ID: 22-0083

DEPT-4

Meeting Date: 10/5/2021

PLACEMENT: Departmental

TITLE:

DISCUSSION BETWEEN TWO PARCELS FOR THE PROPOSED RELOCATION OF PUBLIC WORKS AND GENERAL SERVICES, WITH APPROVAL TO ISSUE A CONTRACT TO PURCHASE ONE PARCEL UPON APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS

EXECUTIVE SUMMARY:

On February 12, 2019, the Board of County Commissioners (Board) approved the budget and revised CIP sheets for the relocation of Public Works/General Services Buildings and directed staff to return with options for the sites. The options are being presented for consideration along with approval of a contract for the purchase of one of the proposed parcels.

DEPARTMENT: Public Works

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

REQUESTED BY: Jim Gorton, Public Works Department Director

PRESET:

PROCEDURES: None

BACKGROUND/RELATED STRATEGIC GOAL:

The Board, during their February 12, 2019 meeting, directed staff to return with options for various sites for the relocation of the maintenance facilities, which are currently located at the airport. At the June 18, 2019 meeting the Board approved Resolution 19-6.17 to allocate bond proceeds in the FY19 Budget to provide \$6,000,000 for the construction of Public Works/General Services Relocation. Part of the need to relocate, was to vacate airport property which requires the County to pay rent to the Airport Enterprise Fund and to locate the operations west of the railroad tracks. Relocation of Parks & Recreation field operations located on the corner of Indian Street & Dixie Highway have been included in the analysis as there is a need to provide adequate space and facilities for their operation which has outgrown the current location and contends with similar issues relative to age of existing site and limited facilities.

ARC3 Architecture performed a space needs analysis in 2020 to determine the required parcel size, building space, parking areas and lay down areas for the various operational business needs of the County. The analysis indicated that approximately 30 acres is required for the above uses.

Staff has identified two sites which are between 26.1 to 29.7-acre sites to accommodate the Public Works, General Services and Parks and Recreation field operation facilities. There is also sufficient space to relocate the IFAS extension from the fairgrounds to this site if the Board so wishes. A site evaluation study for both of the sites was completed by CAPTEC Engineering, Inc. dated September 10, 2021. Preliminary layouts were created to ensure that the space met our needs, and an analysis of the offsite costs was performed.

The following is a brief description of the two sites staff located to meet our minimum criteria.

OPTION 1 - Newfield/Pineland Prairie - Palm City 26.1 acres

The owners of the Pineland Prairie property have offered to sell approximately 30 acres of property within the development at a cost equal to fair market value (FMV). An appraisal will be required to ascertain its current value. The property is located between the Florida Turnpike and SW Boat Ramp Ave., north of SW Citrus Blvd. Negotiations would focus on FMV less the cost for the County to improve SW Boat Ramp Ave. in accordance with the County's development standards for Newfield. SW Boat Ramp Avenue is currently a dirt road North of Citrus Boulevard to the C-23 canal.

Offsite costs for the Newfield site include paving of SW Boat Ramp Road to create stabilized access to the site, water and sewer extensions from the Martin Downs plant, and a master lift station. There are also costs associated with the architectural and code requirements of the development, which include installation of 360 street trees, enhanced building facades, and decorative walls. The offsite and architectural costs associated with the Newfield Site were estimated to be \$2.8M.

OPTION 2 - Waterside/South Florida Gateway - Palm City 29.7 acres

This owner, KL Waterside, LLC, have a parcel that is approximately 469 acres. Discussions with the owner have identified approximately 30 acres on the southeast portion of their site. This property has access to SW Kanner Highway, south of SW 96th Street. Negotiations would focus on FMV less the cost for the County to provide the offsite improvements.

Offsite costs for the South Florida Gateway site include construction of a turn lane on Kanner Highway, construction of a 2-lane road to access the site, water and sewer extensions from Phase 1 of the South Florida Gateway site, and a standard lift station. There are no architectural standards required at this site. The offsite costs associated with the South Florida Gateway site are estimated to be \$1.6M.

After reviewing the two identified options, staff recommends exploration of Option 2, the Waterside site, for the following reasons:

It is located within the urban services boundary.

The location provides reasonable access to the urban core with easy access to I-95.

The site is more centrally located to all areas in Martin County.

The site geometry is more conducive to the proposed use.

The offsite costs are significantly less than that of the Newfield site.

ISSUES:

- 1) The representatives for the South Florida Gateway site have identified an approximate price per acre that is consistent with recent sales of other Industrial acreage in the County.
- 2) The representatives for Newfield have indicated that they are not currently in a position to provide a ballpark price or negotiate for the identified parcel.

LEGAL SUFFICIENCY REVIEW:

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

RECOMMENDED ACTION:

RECOMMENDATION

Move that the Board accept staff recommendation of Option 2 and direct staff to move forward with negotiations, prepare a Sales Contract and authorize the County Administrator or designee to execute and direct staff to return with an agenda item when due diligence and further information has been gathered.

ALTERNATIVE RECOMMENDATIONS

Deny and direct staff with an alternate recommendation.

FISCAL IMPACT:

RECOMMENDATION

Costs associated with the County doing their due diligence. As previously indicated, the monies for this project (\$6M) were allocated in June 2019 as part of a \$45M bond issue that included other County capital projects. Once a site is secured, then an estimated cost for the total project can be determined.

ALTERNATIVE RECOMMENDATIONS

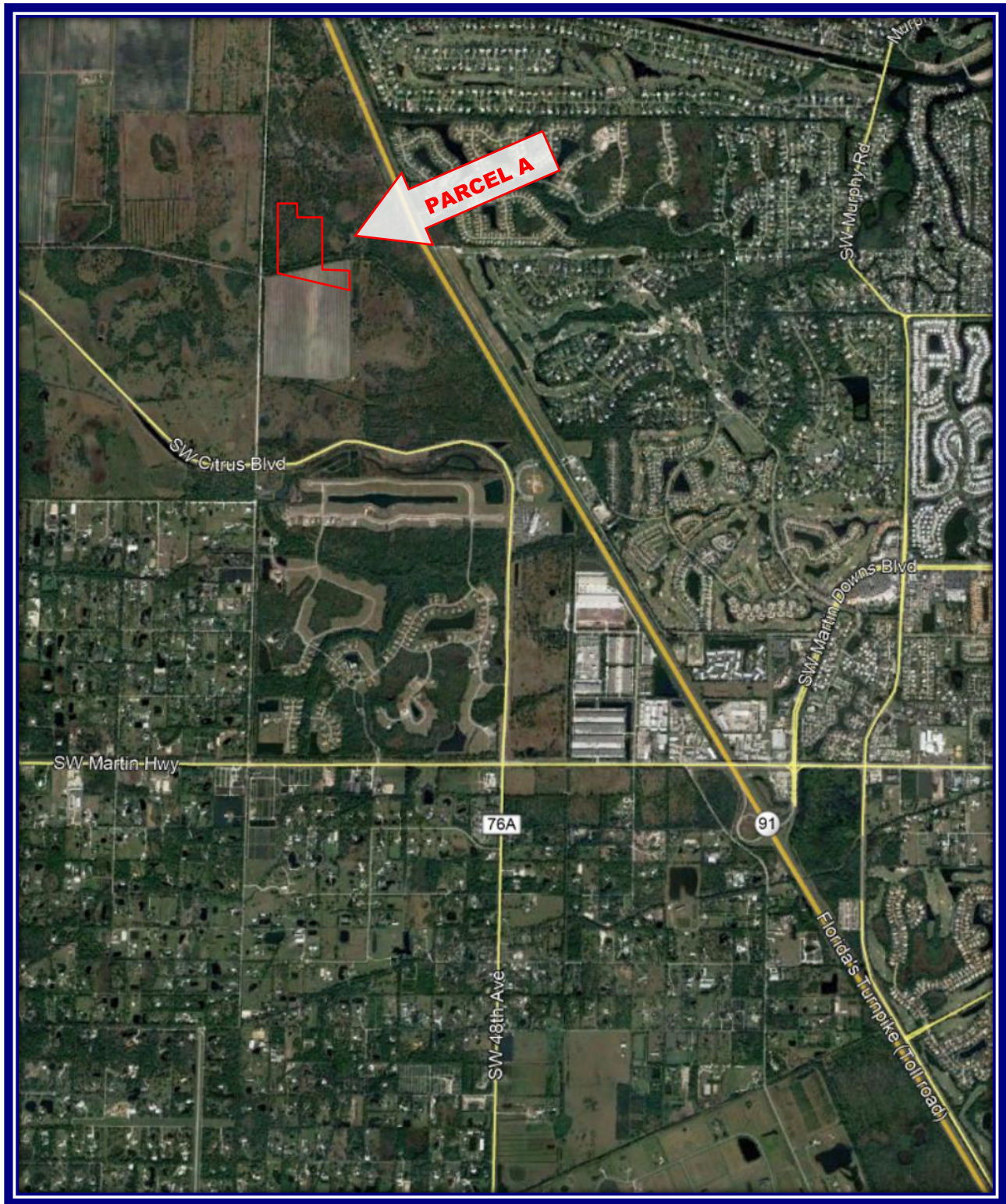
None

DOCUMENT(S) REQUIRING ACTION:

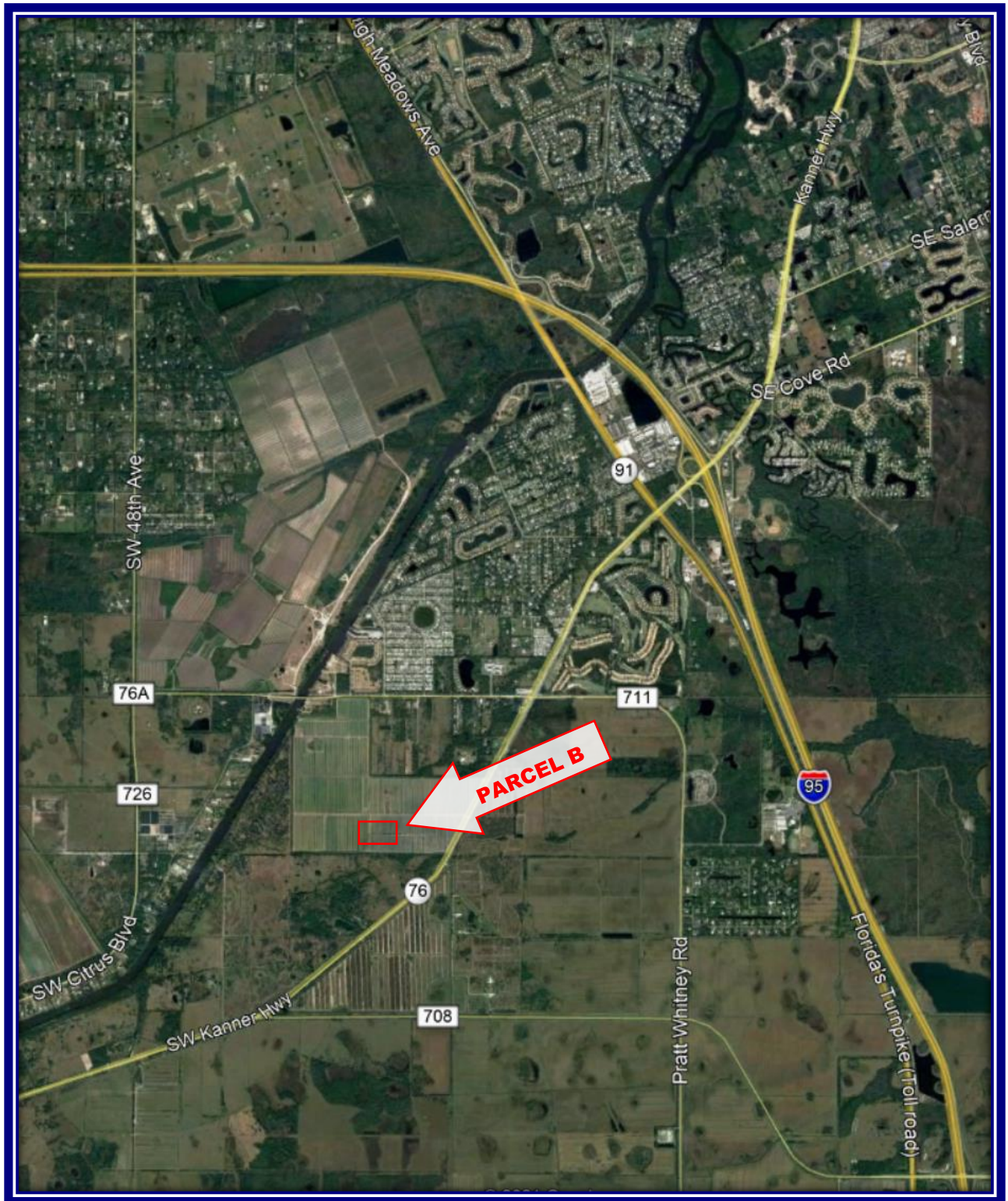
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| <input type="checkbox"/> Grant / Application | <input type="checkbox"/> Notice | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Other: | <input type="checkbox"/> Resolution | |

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PARCEL A LOCATION MAP



PARCEL B LOCATION MAP



LEGEND

- 1A – Parks & Rec Ops Offices (6,723 SF)
- 1B – Parks & Rec Warehouse (13,230 SF)
- 1C – Covered Equipment Storage (10,000 SF)
- 1D – Parks & Rec Lay-Down Area (30,000 SF)
- 2A – General Services Offices 2,988 SF
- 2B – Conference Center / Meeting Rooms
- 2C – Courtyard / Exterior Meeting Space
- 2D – Personal Vehicles (Employees Parking)
- 3A – Traffic Ops Offices (3,364 SF)
- 3B – Traffic Ops Workshop (3,100 SF)
- 3C – Traffic Ops Storage (5,000 SF)
- 3D – Traffic Sign Lay-Down Area (10,000 SF)
- 4A – Fleet Maintenance Offices (2,950 SF)
- 4B – Parts Storage (3,500 SF)
- 4C – Pull-Through Maintenance Bays (10,780 SF)
- 4D – Vehicle Maintenance Storage (3,850 SF)
- 4E – Parking & Staging Area (75,141 SF)
- 5A – Office Trades (2,988 SF)
- 5B – Trades Warehouse (9,765 SF)
- 6A – Field Ops Offices (3,866 SF)
- 6B – Field Ops Warehouse (7,298 SF)
- 6C – Heavy Vehicle Parking Area (55,393 SF)
- 6D – Field Ops Lay-Down Area (87,120 SF)
- 7A – Mosquito Control Offices (2,322 SF)
- 7B – Mosquito Control Warehouse (11,550 SF)
- 7C – Secured Mosquito Control Parking (12,420 SF)
- 7D – Truck Chemical Wash Down Area
- 7E – Chicken Coop / Chicken Quarantine Area
- 8A – Fuel Depot
- 8B – Fuel Growth
- 9A – Agriculture Extension Offices (8,149 SF)
- 9B – Hydroponic (1,500 SF)
- 9C – Agriculture Extension Warehouse (1,050 SF)
- 9D – Plant Propagation Area (10,000 SF)
- 10 – Coastal Management & Ecosystems Sheds
- 11 – Agency Vehicles
- 12 – Future Growth
- 13 – Security Access Gates



Conceptual Site Plan

Newfield Site



CONCEPT DESIGN
PROPOSAL SHEET

A

NTS
MAY 25, 2021

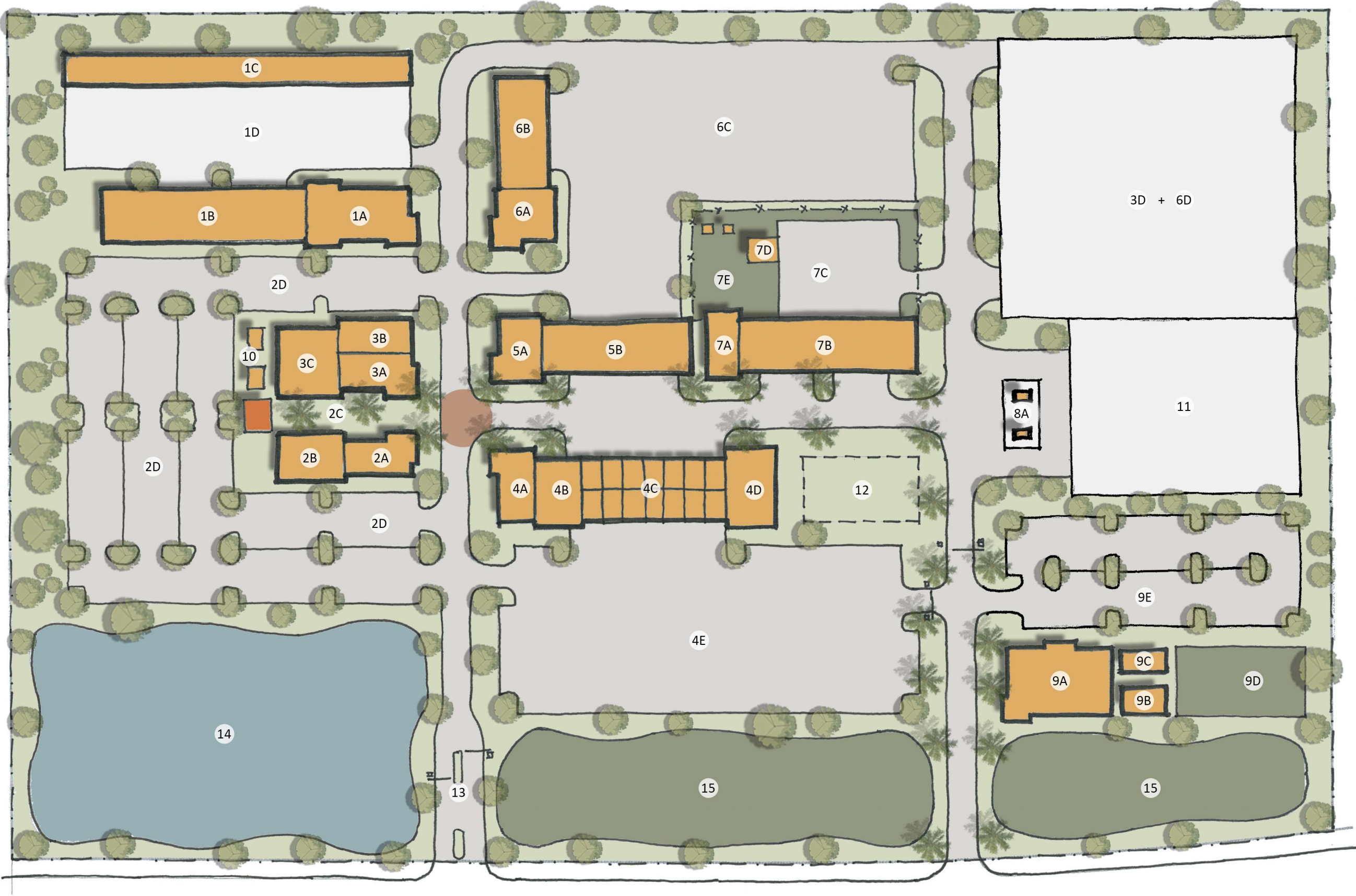
ARC3
architectu 268

PARCEL A – NEWFIELD PMUV MASTER PLAN (SE PORTION)



LEGEND

- 1A – Parks & Rec Ops Offices (6,723 SF)
- 1B – Parks & Rec Warehouse (13,230 SF)
- 1C – Covered Equipment Storage (10,000 SF)
- 1D – Parks & Rec Lay-Down Area (30,000 SF)
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- 9C – Agriculture Extension Warehouse (1,050 SF)
- 9D – Plant Propagation Area (10,000 SF)
- 10 – Coastal Management & Ecosystems Sheds
- 11 – Agency Vehicles
- 12 – Future Growth
- 13 – Security Access Gates
- 14 – Wet Retention
- 15 – Dry Retention



Conceptual Site Plan

South Florida Gateway PUD



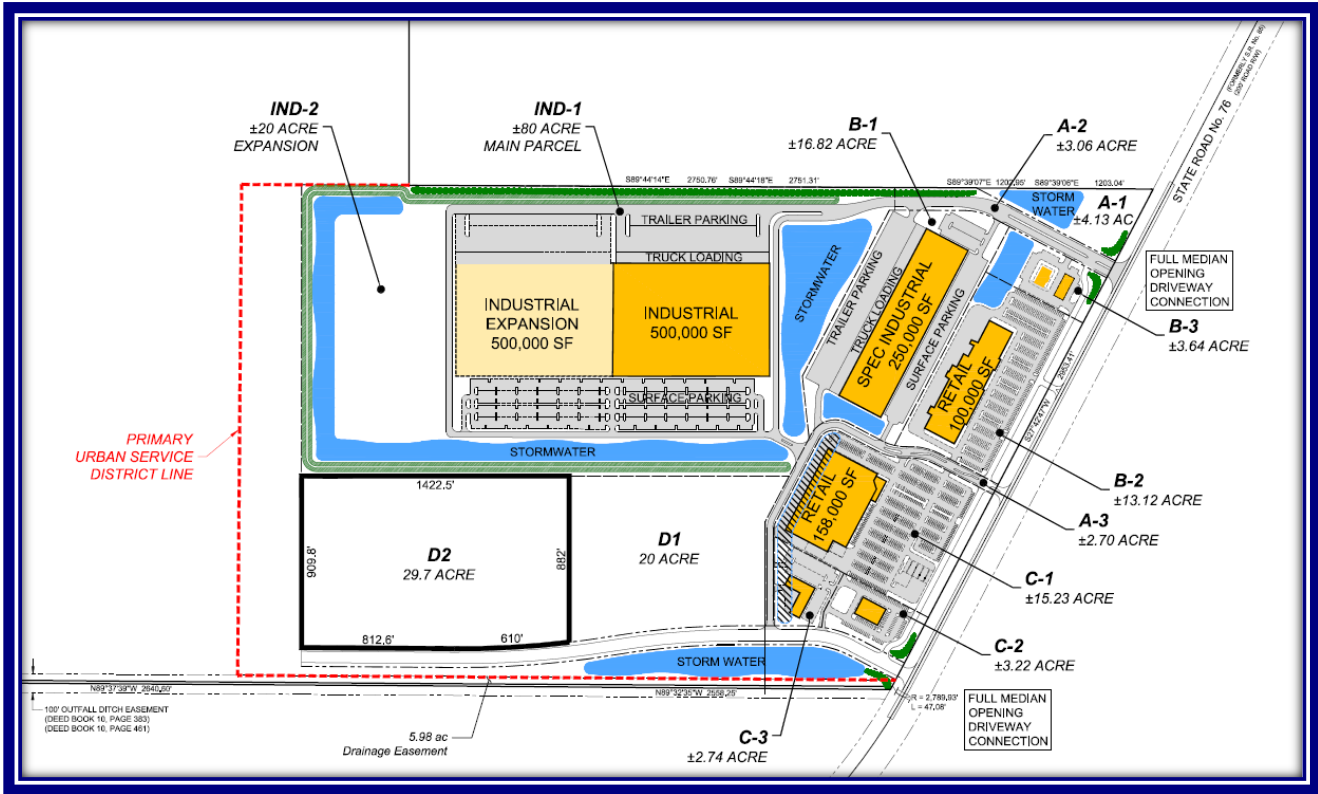
CONCEPT DESIGN
PROPOSAL SHEET



NTS
JUNE 10, 2021



PARCEL B – SOUTH FLORIDA GATEWAY MASTER PLAN



BCC MEETING DATE: October 5, 2021
AGENDA ITEM: DEPT-4

**MARTIN COUNTY, FLORIDA
SUPPLEMENTAL MEMORANDUM**

TO: Honorable Members of the Board of County Commissioners **DATE:** September 28, 2021

VIA: Taryn Kryzda
County Administrator

FROM: James Gorton, Public Works Director

REF: 22-0083

SUBJECT: DISCUSSION BETWEEN TWO PARCELS FOR THE PROPOSED
RELOCATION OF PUBLIC WORKS AND GENERAL SERVICES, WITH
APPROVAL TO ISSUE A CONTRACT TO PURCHASE ONE PARCEL
UPON APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS

A PowerPoint presentation has been attached to this agenda item.

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OCTOBER 5, 2021

OPERATIONS FACILITY RELOCATION





BACKGROUND

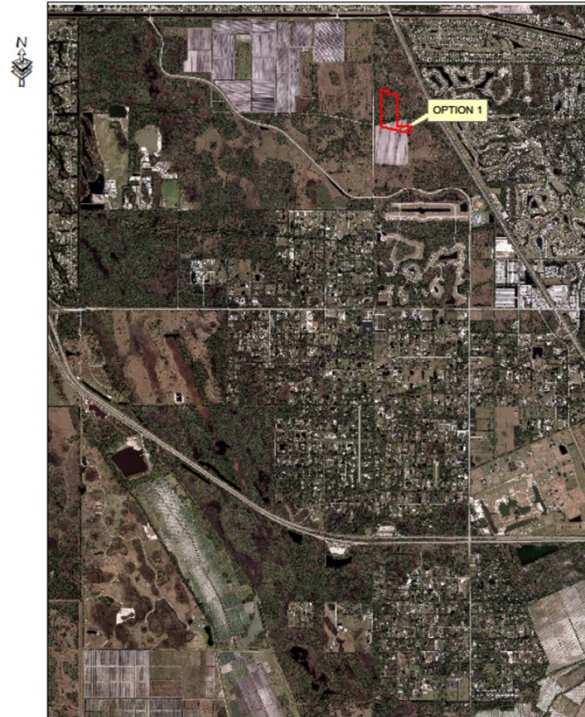
- ▶ \$6M in dedicated funding secured in June 2019 to relocate Field Operations/General Services from current location
- ▶ Space needs analysis complete in 2020: 25-30 acres required
- ▶ Site evaluation study complete September 2021



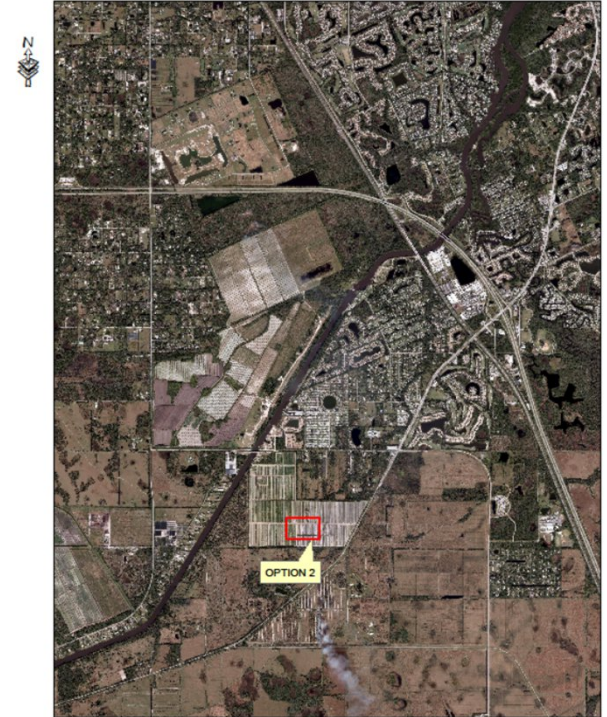
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@WORK

SITE LOCATION

- ▶ Option 1: Newfield
26.1 acres
- ▶ Option 2: SFL
Gateway
29.7 acres



OPTION 1 SITE LOCATION MAP



OPTION 2 SITE LOCATION MAP



MARTIN COUNTY
PUBLICWORKS
@WORK

OPTION 1: NEWFIELD

NEWFIELD SITE
MARTIN COUNTY, FLORIDA
25.1 ACRES

LEGEND

- 1A - Parks & Rec. Office (5,723 SF)
- 1B - Pub. & Rec. Warehouse (21,237 SF)
- 1C - General Customer Storage (20,000 SF)
- 1D - Parks & Rec. Law Down Area (30,000 SF)
- 2A - General Services Office (2,868 SF)
- 2B - Car Service Center / Admin. Offices
- 2C - Car Wash / Detail or Wash Station
- 2D - Personal Vehicle (Employee Parking)
- 3A - Traffic Ops Office (3,304 SF)
- 3B - Traffic Ops Workshop (3,120 SF)
- 3C - Traffic Ops Storage (5,000 SF)
- 3D - Traffic Ops Law Down Area (20,000 SF)
- 4A - First Maintenance Office (2,350 SF)
- 4B - Parts Storage (5,500 SF)
- 4C - Pull Through Maintenance Bay (2,700 SF)
- 4D - Vehicle Maintenance Storage (3,850 SF)
- 4E - Parking & Staging Area (75,341 SF)
- 5A - Office / Trailer (2,568 SF)
- 5B - Trailer Warehouse (9,705 SF)
- 5C - Field Ops Office (3,805 SF)
- 5D - Field Ops Warehouse (7,200 SF)
- 5E - 1 crew Vehicle Parking Area (25,853 SF)
- 5F - Field Ops Law Down Area (37,220 SF)
- 7A - Municipal Council Office (2,822 SF)
- 7B - Municipal Council Warehouse (21,553 SF)
- 7C - Secured Storage Area (12,420 SF)
- 7D - Truck Chemical Wash Down Area
- 7E - Children Group / Children Observation Area
- 8A - Fuel Dock
- 8B - Fuel Storage
- 8C - Agriculture / Chemical Office (8,149 SF)
- 8D - Agriculture (2,500 SF)
- 8E - Agriculture Extension Warehouse (1,750 SF)
- 8F - First Production Area (25,300 SF)
- 8G - Animal Management & Extension Area
- 8H - Agriculture
- 8I - Security Access



Conceptual Site Plan

Newfield Site



CONCEPT DESIGN
PROPOSAL SHEET

A

NTS
MAY 25, 2021

ARC3
architecture

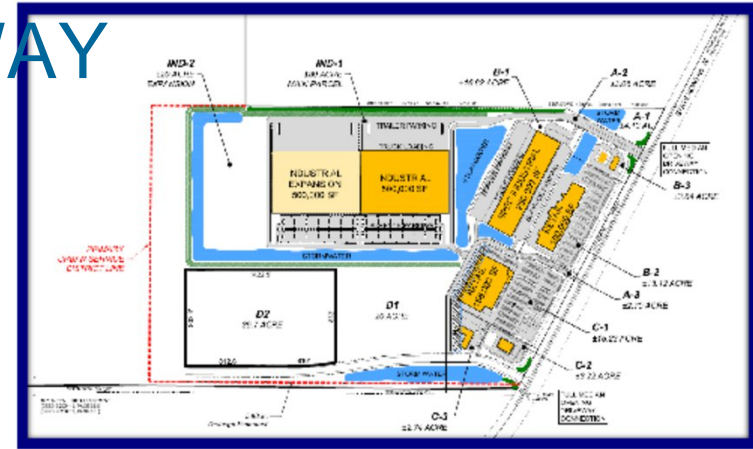


► Offsite Costs: \$2.8M



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OPTION 2: SFL GATEWAY



► Offsite Costs: \$1.6M



Conceptual Site Plan
South Florida Gateway PUD



CONCEPT DESIGN
PROPOSAL SHEET

B

NTS
JUNE 10, 2021

ARC3
architecture



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RECOMMENDATION

Move that the Board accept the staff recommendation of Option 2: South Florida Gateway and direct staff to move forward with negotiations, prepare a sales contract, authorize the County Administrator or designee to execute the contract, and direct staff to return with an agenda item once due diligence is complete.





QUESTIONS?



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