



## BOARD OF COUNTY COMMISSIONERS

### FINAL AGENDA

5/17/22 9:00 AM

#### BOCC MEETING AGENDA COMMISSION CHAMBERS

2401 SE MONTEREY ROAD, STUART, FLORIDA 34996

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#### **COUNTY COMMISSIONERS**

*Doug Smith, Chairman*

*Edward V. Ciampi, Vice Chairman*

*Stacey Hetherington*

*Harold E. Jenkins II*

*Sarah Heard*

*Taryn Kryzda, County Administrator*

*Sarah W. Woods, County Attorney*

*Carolyn Timmann, Clerk of the Circuit Court and*

*Comptroller*

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#### **PRESETS**

**9:05 AM - Public Comment**

**5:05 PM - Public Comment**

#### **CALL TO ORDER**

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

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

#### **PROCLAMATIONS AND SPECIAL PRESENTATIONS**

##### **PROC-1 BLUE STAR MEMORIAL DONATION**

The Stuart Garden Club would like to present to the County Commission a Blue Star Memorial sign. Its history dates back to World War II; its legacy has roots in President Abraham Lincoln's Gettysburg Address and the National Garden Clubs, Inc., a non-profit educational organization founded in 1929, serves as its lifeline. The "it" is something that each of us sees along highways and byways, but never really stopped to understand the reason behind the Blue Star signs often surrounded by flowering plants or trees.

Agenda Item: 22-0831

**PROC-2 PRESENT PROCLAMATIONS PREVIOUSLY APPROVED VIA THE  
CONSENT AGENDA**

The Chairman will present proclamations declaring Memorial Day, declaring Apraxia Awareness Day, and declaring National Safe Boating Week in Martin County, Florida.

Agenda Item: 22-0750

**PROC-3 BRIGHTLINE WILL BE PROVIDING THE BOARD OF COUNTY  
COMMISSIONERS WITH A PRESENTATION**

Commissioner Doug Smith, Chair of the Board of County Commissioners, requested a presentation from Brightline on their project status.

Agenda Item: 22-0808

**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: 22-0520

**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 April 19, 2022 and April 29, 2022. 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: 22-0293

**CNST-3 NOTED ITEMS**

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

Agenda Item: 22-0523

**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: 22-0811

**CNST-5 ADOPT A PROCLAMATION COMMENDING ANDREW BALLINGER UPON THE ACHIEVEMENT OF EAGLE SCOUT**

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

Agenda Item: 22-0854

**CNST-6 ADOPT A PROCLAMATION CELEBRATING UNITED WAY OF MARTIN COUNTY'S 50TH ANNIVERSARY**

The Board is asked to adopt a proclamation celebrating the United Way of Martin County's 50th anniversary.

Agenda Item: 22-0858

**CNST-7 ADOPT A PROCLAMATION DECLARING NATIONAL GARDEN WEEK IN MARTIN COUNTY, FLORIDA**

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

Agenda Item: 22-0859

**AIRPORT**

**CNST-8 APPROVAL OF ASSIGNMENT OF LEASE AT MARTIN COUNTY AIRPORT/WITHAM FIELD FROM TRIUMPH AEROSTRUCTURES, LLC TO DAHER AEROSPACE INC.**

This agenda item concerns the approval of the assignment of lease at Martin County/Witham Field from Triumph Aerostructures, LLC to Daher Aerospace Inc.

Agenda Item: 22-0846

**BUILDING**

**CNST-9 REQUEST FOR APPROVAL OF FINE REDUCTION STIPULATION AND AGREED RECOMMENDED ORDER REGARDING THE CODE ENFORCEMENT CASE OF LISA A. GALASSI, CASE NUMBER 09-0033404**

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

Agenda Item: 22-0805

**CNST-10 REQUEST FOR APPROVAL OF FINE REDUCTION STIPULATION AND AGREED RECOMMENDED ORDER REGARDING THE CODE ENFORCEMENT CASE OF ORJAN AHLSTROM, CASE NUMBER 12-0055460**

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

Agenda Item: 22-0806

**LIBRARY**

**CNST-11 APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN MARTIN COUNTY AND THE VILLAGE OF INDIANTOWN RELATED TO REPLACEMENT OF THE LED COMMUNITY MESSAGE BOARD AT THE ELISABETH LAHTI LIBRARY IN INDIANTOWN**

The current LED community message board at the Elisabeth Lahti Library that broadcasts emergency notices and other public service announcements has reached the end of its serviceable life and needs to be replaced. The proposed Memorandum of Understanding (MOU) addresses the shared costs of installation, repair, maintenance and operation of the new message board between Martin County (County) and the Village of Indiantown (Village).

Agenda Item: 22-0795

**PUBLIC HEARINGS**

**PH-1 PUBLIC HEARING TO CONSIDER ADOPTION OF AN ORDINANCE AMENDING SECTION 51.4., COUNTY EMERGENCY POWERS, ARTICLE 1, IN GENERAL, CHAPTER 51, DISASTER AND EMERGENCY MANAGEMENT**

Florida Statutes § 252.38 delineates a county's emergency management powers and authority. Section 252.38 was amended to limit the duration of a non-weather-related emergency orders issued by counties. The revisions to Florida Statutes § 252.38 became effective on July 1, 2021. The provisions contained in Section 51.4, County Emergency Powers, Article 1, Chapter 51, General Ordinances, Martin County Code are not consistent with the current statute.

Agenda Item: 22-0837

**PH-2 LEGISLATIVE PUBLIC HEARING TO CONSIDER ADOPTION OF COMPREHENSIVE PLAN AMENDMENT (CPA) 21-15, WEST JENSEN PUD, A FUTURE LAND USE MAP AMENDMENT**

This is a request for a small-scale amendment to the Future Land Use Map (FLUM) on a ±40.47-acre parcel. The request proposes to change the Future Land Use designation on ±14 acres of General Commercial and ±11.9 acres from Industrial to Medium Density Residential (up to 8 units per acre) and ±0.55 acres from Industrial to General Commercial. The parcel is located west of NW Goldenrod Road and east of NW Federal Highway.

Agenda Item: 22-0835

**PUBLIC HEARING QUASI-JUDICIAL**

**PHQJ-1 REQUEST FOR A ZONING DISTRICT CHANGE BY JEREMY AND KATHERINE OAKY (O041-001)**

This is a request by Jeremy and Katherine Oaky (O041-001) for a proposed amendment to the county zoning atlas. The proposed amendment is to change the existing zoning district classification from the WE-1, Waterfront Estate District to RE-1/2A, Residential Estate District, or the most appropriate zoning district. The approximate 1.23-acre parcel of land is located at 2865 SE Saint Lucie Boulevard in Stuart. Included with this application is a request for a Certificate of Public Facilities Exemption.

Agenda Item: 22-0792

**DEPARTMENTAL QUASI-JUDICIAL**  
**GROWTH MANAGEMENT**

**DPQJ-1** **REQUEST BY KL WATERSIDE, LLC FOR FINAL SITE PLAN APPROVAL FOR SOUTH FLORIDA GATEWAY PUD PLAT INFRASTRUCTURE PLAN (S265-002)**

This is a request for approval of the South Florida Gateway Planned Unit Development (PUD) plat infrastructure final site plan for an approximate 180-acre parcel which is part of a 500-acre parent tract owned by KL Waterside, LLC. The project is located on the west side of SW Kanner Highway approximately 3/4 of a mile south of SW 96th Street. The property has been used for agricultural purposes, has been cleared and has no wetlands or existing native habitat. Included is a request for a Certificate of Public Facilities Exemption.

Agenda Item: 22-0759

**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: 22-0525

**Supplemental Memorandum (10 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: 22-0522

**Supplemental Memorandum (5 items)**

**UTILITIES AND SOLID WASTE**

**DEPT-3** **WATER QUALITY COMPARISON OF MARTIN COUNTY TAP WATER AND COMMERCIALLY AVAILABLE BOTTLED WATER**

The Martin County Utilities staff was requested to provide an analysis of tap water and various brands of bottled water. The results of the analysis are contained in the PowerPoint Presentation.

Agenda Item: 22-0862

**PUBLIC - PLEASE LIMIT COMMENTS TO THREE MINUTES.**

**ADJOURN**

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## Agenda Item Summary

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**File ID:** 22-0831

**PROC-1**

**Meeting Date:** 5/17/2022

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**PLACEMENT:** Proclamations and Special Presentations

**TITLE:**

**BLUE STAR MEMORIAL DONATION**

**EXECUTIVE SUMMARY:**

The Stuart Garden Club would like to present to the County Commission a Blue Star Memorial sign. Its history dates back to World War II; its legacy has roots in President Abraham Lincoln's Gettysburg Address and the National Garden Clubs, Inc., a non-profit educational organization founded in 1929, serves as its lifeline. The "it" is something that each of us sees along highways and byways, but never really stopped to understand the reason behind the Blue Star signs often surrounded by flowering plants or trees.

**DEPARTMENT:** Administration

**PREPARED BY:** **Name:** Sherilyn Scraders  
**Title:** Human Services Coordinator

**REQUESTED BY:** Michelle Miller, Human Services Administrator

**PRESET:**

**PROCEDURES:** None

**BACKGROUND/RELATED STRATEGIC GOAL:**

None

**ISSUES:**

None

**LEGAL SUFFICIENCY REVIEW:**

None

**RECOMMENDED ACTION:**

**RECOMMENDATION**

None

**ALTERNATIVE RECOMMENDATIONS**

None

**FISCAL IMPACT:**

**RECOMMENDATION**

None

**ALTERNATIVE RECOMMENDATIONS**

None

**DOCUMENT(S) REQUIRING ACTION:**

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

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## Agenda Item Summary

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**File ID:** 22-0750

**PROC-2**

**Meeting Date:** 5/17/2022

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**PLACEMENT:** Proclamations and Special Presentations

**TITLE:**

**PRESENT PROCLAMATIONS PREVIOUSLY APPROVED VIA THE CONSENT AGENDA**

**EXECUTIVE SUMMARY:**

The Chairman will present proclamations declaring Memorial Day, declaring Apraxia Awareness Day, and declaring National Safe Boating Week in Martin County, Florida.

**DEPARTMENT:** Administration

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

**REQUESTED BY:** Angelica Bassetti, Communications Specialist

**PRESET:**

**PROCEDURES:** None

**BACKGROUND/RELATED STRATEGIC GOAL:**

The Board is asked to present a proclamation **Declaring Memorial Day** in Martin County, Florida  
Recipients: **Dan McHenry**, Veterans Service Officer and **Karen Zook**, Gold Star Mother

The Board is asked to present a proclamation **Declaring Apraxia Awareness Day** in Martin County, Florida  
Recipients: **Jackie Dillon**, Parent & Volunteer with Apraxia Kids

The Board is asked to present a proclamation **Declaring National Safe Boating Week** in Martin County, Florida  
Recipients: **Sheryl O'Neil**, USCG Auxiliary, Flotilla 59 Vice Commander

**ISSUES:**

None.

**LEGAL SUFFICIENCY REVIEW:**

n/a

**RECOMMENDED ACTION:**

**RECOMMENDATION**

The Chairman will present the proclamations.

**ALTERNATIVE RECOMMENDATIONS**

Direct staff accordingly.

**FISCAL IMPACT:**

**RECOMMENDATION**

None

**ALTERNATIVE RECOMMENDATIONS**

None

**DOCUMENT(S) REQUIRING ACTION:**

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



## Agenda Item Summary

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**File ID:** 22-0808

**PROC-3**

**Meeting Date:** 5/17/2022

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**PLACEMENT:** Proclamations and Special Presentations

**TITLE:**

**BRIGHTLINE WILL BE PROVIDING THE BOARD OF COUNTY COMMISSIONERS WITH A PRESENTATION**

**EXECUTIVE SUMMARY:**

Commissioner Doug Smith, Chair of the Board of County Commissioners, requested a presentation from Brightline on their project status.

**DEPARTMENT:** Commissioners

**PREPARED BY:** **Name:** Taryn G. Kryzda  
**Title:** County Administrator

**REQUESTED BY:** Commissioner Doug Smith, Chair

**PRESET:**

**PROCEDURES:** None

**BACKGROUND/RELATED STRATEGIC GOAL:**

In 2012, Florida East Coast Railway (FEC) announced they had an agreement to allow high-speed rail to construct railroad tracks on existing FEC owned right-of-way from Miami to Orlando. The initial high-speed rail project called All Aboard Florida began dual tracking in Miami and moving north. A station was completed in West Palm Beach, the company was named Brightline and has been continuing the dual tracks to the north through Palm Beach, Martin, St. Lucie, Indian River and Brevard counties. Commission Chair, Doug Smith, has requested a presentation by Brightline to update the Board of County Commissioners (Board) on the status of the project.

**ISSUES:**

The County has received complaints from residents and businesses when the railroad crossings have been closed due to Brightline. The County has no control over Brightline and their scheduled closures. The land provided to allow for a road to cross over railroad tracks, is owned by FEC, not the County.

**LEGAL SUFFICIENCY REVIEW:**

None

**RECOMMENDED ACTION:**

**RECOMMENDATION**

The Board receive the presentation.

**ALTERNATIVE RECOMMENDATIONS**

None

**FISCAL IMPACT:**

**RECOMMENDATION**

None

**ALTERNATIVE RECOMMENDATIONS**

None

**DOCUMENT(S) REQUIRING ACTION:**

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

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Agenda Item Summary

File ID: 22-0520

CNST-1

Meeting Date: 5/17/2022

PLACEMENT: Consent



TITLE:

**CONTRACTS THAT MEET THE THRESHOLD FOR BOARD APPROVAL**

**EXECUTIVE SUMMARY:**

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

DEPARTMENT: Administration

PREPARED BY: Name: Krysti Brotherton  
Title: Purchasing Manager

REQUESTED BY: Various

PRESET:

PROCEDURES: None

**BACKGROUND/RELATED STRATEGIC GOAL:**

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

**ISSUES:**

None

**LEGAL SUFFICIENCY REVIEW:**

Items requiring approval provided via Supplemental Memorandum.

**RECOMMENDED ACTION:**

**RECOMMENDATION**

Provided via Supplemental Memorandum.

**ALTERNATIVE RECOMMENDATIONS**

*Pull* this item from the Consent Agenda.

**FISCAL IMPACT:**

**RECOMMENDATION**

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

**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

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**File ID:** 22-0293

**CNST-2**

**Meeting Date:** 5/17/2022

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**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 April 19, 2022 and April 29, 2022. 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 April 19, 2022 through April 29, 2022 and authorize the Chairman to sign.

**ALTERNATIVE RECOMMENDATIONS**

n/a

**FISCAL IMPACT:**

**RECOMMENDATION**

None

**ALTERNATIVE RECOMMENDATIONS**

None

**DOCUMENT(S) REQUIRING ACTION:**

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



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

May 3, 2022

To: The Honorable Doug Smith, 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 April 19, 2022 – April 29, 2022**

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 April 19, 2022 and April 29, 2022. 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](mailto:RecordRequest@martinclerk.com) or calling 772-288-5576.

	<b>Martin County</b> <b>Board Disbursements</b>	
<b>April 19, 2022 thru April 29, 2022</b>		

Disbursement Type	Check Range	Total
ACH / WIRES	!0009402-!0009443; !0009449-!0009490; G1100499-G1100509	\$ 10,811,051.24
Check Disbursements	B1118517-B1118918; B1118987-B1118988	\$ 7,933,398.13
Utility Refund Checks	B1118919-B1118986	\$ 10,691.92
P-Card	F1100334-F1100335	\$ 29,836.38
E-Payable	E1100862-E1100883	\$ 1,145,613.98
Wires	<i>*see below</i>	\$ 2,400,443.36
Payroll Checks	6001167-6001200	\$ 23,331.88
Payroll Direct Deposits	900538364-900539483	\$ 1,949,708.15
<b>Total Disbursements</b>		<b>\$24,304,075.04</b>
<i>* Wire Detail:</i>	<i>Blue Cross Blue Shield</i>	\$520,353.28
	<i>Debt Service</i>	\$1,518,975.55
	<i>Lease</i>	\$361,114.53

<i>Kaleana Williams</i>	
Prepared By: Kaleana Williams	5/3/2022
Staff Accountant, Finance Division	Date
Carolyn Timmann	
Timmann	
Carolyn Timmann	Date
Clerk of the Circuit Court & Comptroller	
Chair of the Board of County Commissioners	Date



## Agenda Item Summary

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**File ID:** 22-0523

**CNST-3**

**Meeting Date:** 5/17/2022

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**PLACEMENT:** Consent

**TITLE:**

**NOTED ITEMS**

**EXECUTIVE SUMMARY:**

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

**DEPARTMENT:** Administration

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

**REQUESTED BY:** Commission Records Division

**PRESET:**

**PROCEDURES:** None

**BACKGROUND/RELATED STRATEGIC GOAL:**

- A. Board of Zoning Adjustment approved minutes and packet from the May 27, 2021 meeting.
- B. Community Redevelopment Agency approved minutes from the February 28, 2022 meeting.
- C. Community Redevelopment Agency approved minutes from the March 28, 2022 meeting.
- D. Golden Gate Neighborhood Advisory Committee approved minutes from the February 7, 2022 meeting.
- E. Local Planning Agency approved minutes and packet from the January 20, 2022 meeting.
- F. Local Planning Agency approved minutes and packet from the February 3, 2022 meeting.
- G. Parks and Recreation Advisory Board approved minutes from the March 9, 2022 meeting.
- H. Port Salerno Neighborhood Advisory Committee approved minutes from the February 10, 2022 meeting.
- I. Public Art Advisory Committee approved minutes from the January 24, 2022 meeting.
- J. Rio Neighborhood Advisory Committee approve minutes from the January 20, 2022 meeting.

**ISSUES:**

None

**LEGAL SUFFICIENCY REVIEW:**

n/a

**RECOMMENDED ACTION:**

**RECOMMENDATION**

Move that the Board *note* these items on the Agenda that were obtained from Commission Records on May 2, 2022.

**ALTERNATIVE RECOMMENDATIONS**

None

**FISCAL IMPACT:**

**RECOMMENDATION**

None

**ALTERNATIVE RECOMMENDATIONS**

None

**DOCUMENT(S) REQUIRING ACTION:**

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

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## Agenda Item Summary

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**File ID:** 22-0811

**CNST-4**

**Meeting Date:** 5/17/2022

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**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:** Village of Indiantown

**PRESET:**

**PROCEDURES:** None

**BACKGROUND/RELATED STRATEGIC GOAL:**

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

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

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

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

The Village of Indiantown would like an alternate member appointed - Vice Mayor Anthony Dowling. His application is attached.

The Administration staff will advise Vice Mayor Dowling 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 Anthony Dowling to the Emergency Medical Services Advisory Council for a term to begin immediately and end May 16, 2024 and authorize the Chairman 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
Donald Wood	Martin County Medical Director	05-OCT-21	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.

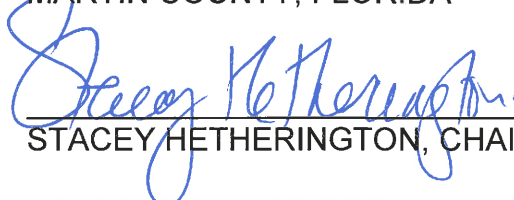
Duly adopted this 8<sup>th</sup> day of December, 2020.

ATTEST:



CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

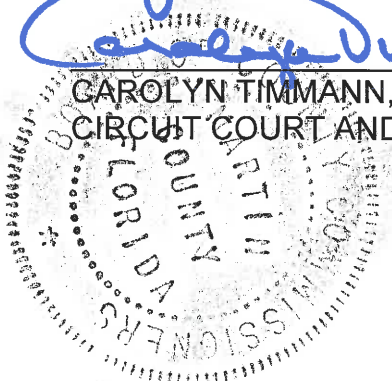


STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:



SARAH W. WOODS, COUNTY ATTORNEY



## **Martin County EMS Advisory Council**

### **BYLAWS**

#### **ARTICLE I. – Name**

##### Section 1.

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

#### **ARTICLE II. – Purpose**

##### Section 1.

The purposes and objectives of this organization are:

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

#### **ARTICLE III. – Membership**

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

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

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

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

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

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

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

#### **ARTICLE IV. – Meetings**

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

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

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

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

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

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

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

**ARTICLE V. – Officers**

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

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

**ARTICLE VI. – Duties of the Officers.**

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

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

Section 2. Vice-Chairman.

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

**ARTICLE VII. – Committees**

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

**ARTICLE VIII. – Fiscal year**

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

**ARTICLE IX. – Amendments**

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

**ARTICLE X. – Rights and Privileges**

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

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

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

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

**RESOLUTION NUMBER 22-5.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 20-12.2; and

**WHEREAS**, the Resolution Number 20-12.2 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 immediately and end May 16, 2024.

Anthony Dowling – Village of Indiantown alternate

**Duly adopted this 17<sup>th</sup> day of May 2022.**

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

\_\_\_\_\_  
CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

\_\_\_\_\_  
DOUG SMITH, CHAIRMAN

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**

**RECEIVED**

By Donna Gordon at 11:25 am, Apr 22, 2022

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

Name: Anthony D. Dowling

Residence Address: Post Office Box 991/ Indiantown, FL 34956  
Street/City/Zip Code

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

Commission District in which you reside: \_\_\_\_\_ Staff will complete.

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

Telephone numbers: daytime: 285.3522 alternate: \_\_\_\_\_ alternate: \_\_\_\_\_  
Area Codes are considered 772 unless noted otherwise.

EMAIL: adowling@indiantownfl.gov

**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: BA Degree

Employment Experience: United States Army, Village of Indiantown

**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: MPO Board ('17-'22)

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

**REFERENCES:** Please list two references:

Howard Brown: 772.597.8282

Linda Ivory: 772.285.6047

- 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: 4/1/22

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](mailto:dgordon@martin.fl.us).





## Agenda Item Summary

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**File ID:** 22-0854

**CNST-5**

**Meeting Date:** 5/17/2022

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**PLACEMENT:** Consent

**TITLE:**

**ADOPT A PROCLAMATION COMMENDING ANDREW BALLINGER 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:** Angelica Bassetti, Communications Specialist

**PRESET:**

**PROCEDURES:** None

**BACKGROUND/RELATED STRATEGIC GOAL:**

The Board is asked to adopt a proclamation that will be presented by Commissioner Ciampi at the Eagle Scout's Court of Honor.

**ISSUES:**

None

**LEGAL SUFFICIENCY REVIEW:**

None

**RECOMMENDED ACTION:**

**RECOMMENDATION**

Move that the Board adopt the proclamation that will be presented by Commissioner Ciampi at the Eagle Scout's Court of Honor.

**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 Andrew Ballinger 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** Andrew Ballinger of Troop 823 is hereby congratulated for his achievement in attaining the rank of Eagle Scout. We commend Mark for his service to his community now and in the years to come.

**Duly adopted this Seventeenth Day of May 2022**

ATTEST:

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

\_\_\_\_\_  
DOUG SMITH, CHAIRMAN

\_\_\_\_\_  
EDWARD V. CIAMPI, VICE CHAIRMAN

\_\_\_\_\_  
STACEY HETHERINGTON, COMMISSIONER

\_\_\_\_\_  
HAROLD E. JENKINS II, COMMISSIONER

\_\_\_\_\_  
SARAH HEARD, COMMISSIONER



## Agenda Item Summary

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**File ID:** 22-0858

**CNST-6**

**Meeting Date:** 5/17/2022

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**PLACEMENT:** Consent

**TITLE:**

**ADOPT A PROCLAMATION CELEBRATING UNITED WAY OF MARTIN COUNTY'S 50<sup>TH</sup> ANNIVERSARY**

**EXECUTIVE SUMMARY:**

The Board is asked to adopt a proclamation celebrating the United Way of Martin County's 50th anniversary.

**DEPARTMENT:** Administration

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

**REQUESTED BY:** Angelica Bassetti, Communications Specialist

**PRESET:**

**PROCEDURES:** None

**BACKGROUND/RELATED STRATEGIC GOAL:**

The Board is asked to adopt a proclamation celebrating the United Way of Martin County's 50<sup>th</sup> anniversary that will be presented at the June 7, 2022 meeting.

**ISSUES:**

None

**LEGAL SUFFICIENCY REVIEW:**

None

**RECOMMENDED ACTION:**

**RECOMMENDATION**

Move that the Board adopt the proclamation that will be presented at the June 7, 2022 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**

**Celebrating United Way of Martin County's 50<sup>th</sup> Anniversary**

- Whereas,** United Way of Martin County was founded in 1972 as a way for local businesses, government entities, community organizations and committed individuals to work together to meet our community's needs; and
- Whereas,** thousands of people have been touched by United Way of Martin County over the past 50 years; and
- Whereas,** United Way of Martin County has helped our community respond to hurricanes, economic depressions, environmental crises and a global pandemic; and
- Whereas,** United Way of Martin County advances the education, financial stability and health of children, individuals and families for lifelong well-being; and
- Whereas,** United Way of Martin County celebrates June 2022 as "LIVE UNITED MONTH" in addition to its 50<sup>th</sup> anniversary, marking five decades of improving lives in our community.

Now, therefore, be it proclaimed by the Martin County Board of County Commissioners that the Board recognizes the 50<sup>th</sup> anniversary of United Way of Martin County and encourages all citizens to celebrate this organization's pioneering work to build a thriving community by uniting people, ideas and resources.

**Presented this Seventh Day of June 2022**

ATTEST:

BOARD OF COUNTY COMMISSIONERS

CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

DOUG SMITH, CHAIR

EDWARD V. CIAMPI, VICE CHAIRMAN

HAROLD E. JENKINS II, COMMISSIONER

SARAH HEARD, COMMISSIONER

STACEY HETHERINGTON, COMMISSIONER



## Agenda Item Summary

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**File ID:** 22-0859

**CNST-7**

**Meeting Date:** 5/17/2022

---

**PLACEMENT:** Consent

**TITLE:**

**ADOPT A PROCLAMATION DECLARING NATIONAL GARDEN WEEK IN MARTIN COUNTY, FLORIDA**

**EXECUTIVE SUMMARY:**

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

**DEPARTMENT:** Administration

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

**REQUESTED BY:** Angelica Bassetti, Communications Specialist

**PRESET:**

**PROCEDURES:** None

**BACKGROUND/RELATED STRATEGIC GOAL:**

The Board is asked to adopt a proclamation declaring National Garden Week in Martin County that will be presented at the June 7, 2022 meeting.

**ISSUES:**

None

**LEGAL SUFFICIENCY REVIEW:**

None

**RECOMMENDED ACTION:**

**RECOMMENDATION**

Move that the Board adopt the proclamation that will be presented at the June 7, 2022 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**

**Declaring National Garden Week in Martin County, Florida**

- Whereas,** gardeners have a passion for nurturing the beauty and resources of the earth through the planting of seeds, the care of all plants and the riches of their efforts; and
- Whereas,** gardeners seek to add beauty, splendor, fragrance and nutrition to our lives through the growing of herbs, vegetables, foliage and flowers. Gardeners advocate the importance of all creatures, large and small, that share our world and their roles in a balanced and productive ecology; and
- Whereas,** gardeners work to preserve our country's traditional spirit of independence and initiative through innovation and hard work; and
- Whereas,** gardening furnishes a productive activity for our citizens, promotes a healthy lifestyle that lasts a lifetime, helps reduce stress and teaches that rewards can come from diligent efforts; and
- Whereas,** gardening enables members of garden clubs across the nation to make a world of difference in the communities where they reside and work.

**Now, therefore, be it proclaimed by the Martin County Board of County Commissioners that** The Board acknowledges the importance of gardening and the numerous contributions of gardeners and declares the week of June 5-11, 2022 as National Garden Week.

**Presented this Seventh Day of June 2022**

ATTEST:

BOARD OF COUNTY COMMISSIONERS

CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

DOUG SMITH, CHAIR

EDWARD V. CIAMPI, VICE CHAIRMAN

HAROLD E. JENKINS II, COMMISSIONER

SARAH HEARD, COMMISSIONER

STACEY HETHERINGTON, COMMISSIONER



## Agenda Item Summary

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**File ID:** 22-0846

**CNST-8**

**Meeting Date:** 5/17/2022

---

**PLACEMENT:** Consent

**TITLE:**

**APPROVAL OF ASSIGNMENT OF LEASE AT MARTIN COUNTY AIRPORT/WITHAM FIELD FROM TRIUMPH AEROSTRUCTURES, LLC TO DAHER AEROSPACE INC.**

**EXECUTIVE SUMMARY:**

This agenda item concerns the approval of the assignment of lease at Martin County/Witham Field from Triumph Aerostructures, LLC to Daher Aerospace Inc.

**DEPARTMENT:** Airport

**PREPARED BY:** **Name:** Sam Carver  
**Title:** Airport Manager

**REQUESTED BY:** Airport

**PRESET:**

**PROCEDURES:** None

**BACKGROUND/RELATED STRATEGIC GOAL:**

This agenda item concerns the approval of the assignment of lease at Martin County/Witham Field (the "Airport") from Triumph Aerostructures, LLC ("Triumph") to Daher Aerospace Inc. ("Daher Aerospace").

Triumph has leased its premises from Martin County (the "County") since 2010 and has used the premises to manufacture aircraft structures. Triumph is the most recent assignee of what was the former Grumman leasehold, which began in 1994, and the premises has been used continuously for the manufacture of aircraft and/or aircraft structures. The lease expires on June 30, 2024 and there is no extension option.

The lease in Section 16.1 provides Triumph shall have the right to assign the leasehold subject to the County's written approval that shall not be unreasonably withheld, delayed, or conditioned. The lease further provides in considering whether to approve the assignment, the County may consider the financial stability of the assignee, the proposed use of the premises, and the economic impact on the local economy.

Triumph desires to assign its leasehold interest to Daher Aerospace, a Delaware corporation that is a wholly-owned subsidiary of Daher, a French corporation founded in 1863. The same family has owned Daher since its founding, and Daher's shares are not publicly traded.

Daher is an industrial conglomerate and its most recent revenues were approximately 1.1 Billion Euros or 1.156 Billion Dollars at the current exchange rate, of which approximately 80% is derived from its manufacture of aircraft, aircraft parts, and aerospace technology. The remaining 20% includes industrial logistics, manufacturing services, transportation projects, and nuclear technology. Since 1999, Daher's revenue has increased by about 800 Million Euros or 840 Million Dollars. Daher operates in 13 different countries, including the United States, and has approximately 9,400 employees worldwide.

In Florida, Daher's subsidiary Daher Aircraft, Inc. has a facility at the Pompano Beach Airpark in Broward County. Staff contacted the airport manager for Pompano Beach Airpark and the landlord for Daher's subsidiary there, both of whom spoke highly of Daher Aircraft, Inc. Daher also has facilities in Alabama, Georgia, Idaho, and Washington state.

Clearly the financial stability of Daher, which has been in business for well over 150 years, and Daher Aerospace is beyond question.

Staff met with corporate executives of Triumph and Daher at the premises, and during the meeting, Daher expressed the desire to continue the same or similar aircraft structures manufacturing as Triumph. The economic impact to the community would be unchanged.

Since the lease will be expiring in 2024, staff intends to prepare a request for proposal for the premises prior to the lease expiration, and Daher has expressed an interest in submitting a bid.

Staff recommends the Board approve the assignment. To effectuate the approval, this agenda item includes a standard consent and estoppel form, which the County has used for the assignment of the Airport's Fixed Based Operators, for the Chairman's signature.

**ISSUES:**

None

**LEGAL SUFFICIENCY REVIEW:**

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

**RECOMMENDED ACTION:**

**RECOMMENDATION**

Move that the Board approve the assignment of lease at Martin County/Witham Field from Triumph Aerostructures, LLC to Daher Aerospace Inc.

**ALTERNATIVE RECOMMENDATIONS**

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

**FISCAL IMPACT:**

**RECOMMENDATION**

None

## ALTERNATIVE RECOMMENDATIONS

None

### DOCUMENT(S) REQUIRING ACTION:

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

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## CONSENT AND ESTOPPEL

This **CONSENT AND ESTOPPEL** (this “**Consent**”) is made by Martin County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (“**Landlord**”) in favor of Triumph Aerostructures, LLC, a Delaware limited liability company (“**Company**”), and Daher Aerospace Inc., a Delaware corporation (“**Buyer**”), and entered into as of May 17, 2022 (the “**Execution Date**”).

### WITNESSETH:

**WHEREAS**, Company and Landlord are all of the parties to that certain lease agreement described on Exhibit A attached hereto (the “**Lease**”), pursuant to which Landlord leases to Company certain real property, as more particularly described in the Lease (the “**Premises**”), and Company conducts the manufacture of aircraft structures (the “**Business**”) on the Premises at Martin County Airport/Witham Field in Martin County, Florida (the “**Airport**”);

**WHEREAS**, Buyer has entered into an agreement to purchase Company whereby Company will become the new lessee under the Lease (the “**Transaction**”); and

**WHEREAS**, Company and Buyer desire by this instrument to confirm the consent of Landlord to the Transaction and the assignment of the Lease; and

**WHEREAS**, Landlord desires to consent to and acknowledge the Transaction and assignment of the Lease pursuant thereto, and provide certain estoppel information required by Buyer in connection with such assignment, all hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises set forth herein, Landlord hereby agrees and confirms as follows:

1. **Consent**. Landlord hereby consents to the Transaction and assignment of the Lease pursuant to the Transaction effective as of the closing of the Transaction and releases Company from any and all liability under the Lease first arising after the closing of the Transaction. Landlord acknowledges and agrees that this Consent satisfies all notice or consent requirements related to the Transaction and assignment of the Lease pursuant to the Transaction, and confirms that the Lease will continue in accordance with its terms following consummation of the Transaction.

2. **Estoppel**. Landlord also hereby acknowledges, certifies, and confirms to Buyer that, as of the Execution Date:

(i) except for the written Lease, which represents the entire agreement between Landlord and Company, there are no other agreements, arrangements or understandings between Landlord and Company relating to the Premises or the operation of the Business at the Airport;

(ii) the Lease is in full force and effect in accordance with its terms, which terms have not been further amended or modified;

(iii) Company has paid to Landlord all amounts due and payable under the Lease through May 17, 2022;

(iv) to the best of Landlord's knowledge, no defaults on behalf of Landlord have occurred and are continuing under the Lease, nor have any events occurred which with the giving of notice, the passage of time or both would constitute defaults of Landlord under the Lease;

(v) to the best of Landlord's knowledge, no defaults on behalf of Company are continuing under the Lease, nor have any other events occurred which with the giving of notice, the passage of time or both would constitute defaults of Company under the Lease;

(vi) there are no charges (other than scheduled rental payments), liens or claims of offset by Landlord under the Lease;

(vii) no other sums have been deposited with Landlord other than any security deposit as expressly set forth in the Lease and any such deposit shall remain in place upon the consummation of the Transaction and the effectiveness of the assignment of the Lease;

(viii) there are no unsatisfied capital expenditures remaining under the Lease;  
and

(ix) to the best of Landlord's knowledge, Landlord has no other cause of action against Company arising out of the Lease, the premises related thereto or any other matter, nor does the basis for any cause of action exist.

3. **Notices.** Landlord acknowledges that the addresses for notices to be sent to Landlord, the Company and Buyer are as follows:

Landlord:

Airport Manager  
Martin County Airport/Witham Field (SUA)  
2011 SE Airport Rd.  
Stuart, FL 34996

Buyer, and following the closing of the Transaction, the Company:

Daher Aerospace Inc.  
601 NE 10<sup>th</sup> St.  
Pompano Beach, FL 33060

4. **Binding Effect.** Landlord acknowledges this Consent shall be binding upon Landlord and shall inure to the benefit of Company and Buyer.

IN WITNESS WHEREOF, MARTIN COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 17<sup>th</sup> day of May, 2022.

---

Doug Smith  
Chairman

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

---

Sarah W. Woods  
County Attorney

## **EXHIBIT A**

### **LEASE**

1. Commercial lease at Witham Field dated April 5, 1994.
2. (First) Lease Amendment dated October 27, 1998.
3. (Second) Lease Amendment dated April 18, 2000.
4. Consent and Estoppel dated July 11, 2000.
5. Third Lease Amendment dated July 1, 2003.
6. Fourth Amendment to Commercial Lease and Easement Agreement dated February 2, 2006.
7. Fifth Lease Amendment to Commercial Lease dated February 17, 2015.
8. Sixth Amendment to Commercial Lease dated January 12, 2021.





## Agenda Item Summary

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**File ID:** 22-0805

**CNST-9**

**Meeting Date:** 5/17/2022

---

**PLACEMENT:** Consent

**TITLE:**

**REQUEST FOR APPROVAL OF FINE REDUCTION STIPULATION AND AGREED RECOMMENDED ORDER REGARDING THE CODE ENFORCEMENT CASE OF LISA A. GALASSI, CASE NUMBER 09-0033404**

**EXECUTIVE SUMMARY:**

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

**DEPARTMENT:** Building

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

**REQUESTED BY:** Brad G. Michael & Juliet Michael

**PRESET:**

**PROCEDURES:** None

**BACKGROUND/RELATED STRATEGIC GOAL:**

Lisa A. Galassi Fine Reduction:

This Fine Reduction Stipulation and Agreed Recommended Order involves a parcel located at 938 SE Westminster Place, Stuart, FL 34997, Martin County, Florida.

On January 20, 2010, an Order Finding Violation was issued by the Code Enforcement Magistrate to Lisa A. Galassi for the following violation(s): Section 105.1 FBC - Permits When Required Incorporated By Section 21.1 General Ordinances, Martin County Code.

Compliance was required by February 10, 2010. On February 24, 2022, an Affidavit of Compliance/Accrued Fines was issued reflecting an outstanding fine of \$ 438,900.00 plus costs in the amount of \$ 575.00.

Brad G. Michael and Juliet Michael are the current owners of the property pursuant to a Warranty Deed recorded in Official Records Book 3303, Page 362, Martin County, Florida Public Records, Lisa

A. Galassi has no remaining interest in the property.

Staff has determined that a lien reduction is warranted. The current owners were not responsible for the violation; however, they brought the property into compliance and have offered to pay \$20,576.00 to resolve the outstanding fines which have accrued. In addition, staff has considered the \$205,760.00 assessed value of the property which accounts for the 10 percent fine total.

**ISSUES:**

None

**LEGAL SUFFICIENCY REVIEW:**

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

**RECOMMENDED ACTION:**

**RECOMMENDATION**

Move that the Board accept the Magistrate's recommendations that the lien on the property be reduced to \$20,576.00 and accepted as full payment.

**ALTERNATIVE RECOMMENDATIONS**

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

**FISCAL IMPACT:**

**RECOMMENDATION**

None

**ALTERNATIVE RECOMMENDATIONS**

None

**DOCUMENT(S) REQUIRING ACTION:**

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

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**MARTIN COUNTY, FLORIDA  
CODE ENFORCEMENT MAGISTRATE  
CASE NO. 09-0033404**

**MARTIN COUNTY, FLORIDA,  
Petitioner,**

vs.

**GALASSI LISA A  
Respondent(s),**

PCN 393841017000003600

**FINE REDUCTION STIPULATION AND AGREED RECOMMENDED ORDER**

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

THIS MATTER having come before the Magistrate on April 20, 2022, and having heard the testimony and other evidence of the parties, and having been fully apprised of the circumstances, and based upon a preponderance of the evidence, does find as follows:

1. This Fine Reduction Stipulation and Agreed Recommended Order involves a parcel located at 938 SE WESTMINSTER PL, STUART, FL 34997, Martin County, Florida and further described as:

**Lot 36, WILLOUGHBY PLAT NO. 17, a P.U.D. (R), according to the map or plat thereof as recorded in Plat Book 15, Page 2, Public Records of Martin County, Florida.**

2. On January 20, 2010, an Order Finding Violation was issued by the Code Enforcement Magistrate to LISA A GALASSI, for the following violation(s):

- Section 105.1 FBC - Permits When Required Incorporated By Section 21.1 General Ordinances, Martin County Code.

Compliance was required by February 10, 2010. On February 24, 2022, an Affidavit of Compliance/Accrued Fines was issued reflecting an outstanding fine of \$ 438,900.00 plus costs in the amount of \$ 575.00.

3. Brad G. Michael and Juliet Michael are the Current Owners of the property. Pursuant to a Warranty Deed recorded in Official Records Book 3303, Page 362, Martin County, Florida Public Records, Respondent has no remaining interest in the property.

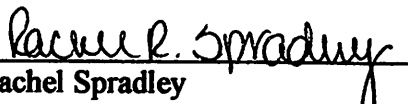
FINE REDUCTION STIPULATION AND AGREED RECOMMENDED ORDER

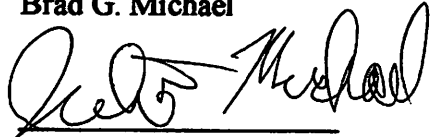
- 4. Staff has determined that a lien reduction is warranted. Current Owners were not responsible for the violation; however, they brought the property into compliance and have offered to pay \$20,576.00 to resolve the outstanding fines which have accrued. In addition, staff has considered the \$205,760.00 assessed value of the property.
- 5. The parties represent, under penalty of perjury that that they have read this Stipulation; that they have full authority to enter into this Stipulation; that the facts contained herein are the truth, the whole truth and nothing but the truth; and that they are signing this agreement freely and voluntarily and are under no duress to execute it.

**CURRENT OWNERS:**

**PETITIONER: MARTIN COUNTY, FLORIDA**

  
 \_\_\_\_\_  
 Brad G. Michael

  
 \_\_\_\_\_  
 Rachel Spradley  
 Nuisance Abatement Coordinator

  
 \_\_\_\_\_  
 Juliet Michael

Date: 4/8/22

Date: 4/8/22

**AGREED RECOMMENDED ORDER**

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

Given that Brad G. Michael and Juliet Michael has offered payment in the total amount of \$20,576.00 and Staff's determination that a reduction in the lien amount from \$439,475.00 is warranted, Brad G. Michael and Juliet Michael, should be ordered to pay the amount of \$20,576.00 within thirty (30) days of Board of County Commissioners' approval. In the event said amount is not paid within thirty (30) days, the fine should revert to the accrued amount prior to the reduction.

DONE AND ORDERED this 20<sup>th</sup> day of April, 2022.

  
 \_\_\_\_\_  
 Wendy Werb  
 Code Enforcement Magistrate

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## Agenda Item Summary

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**File ID:** 22-0806

**CNST-10**

**Meeting Date:** 5/17/2022

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**PLACEMENT:** Consent

**TITLE:**

**REQUEST FOR APPROVAL OF FINE REDUCTION STIPULATION AND AGREED RECOMMENDED ORDER REGARDING THE CODE ENFORCEMENT CASE OF ORJAN AHLSTROM, CASE NUMBER 12-0055460**

**EXECUTIVE SUMMARY:**

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

**DEPARTMENT:** Building

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

**REQUESTED BY:** Sun Lovers Homes Holdings, LLC

**PRESET:**

**PROCEDURES:** None

**BACKGROUND/RELATED STRATEGIC GOAL:**

Orjan Ahlstrom Fine Reduction Request:

This Fine Reduction Stipulation and Agreed Recommended Order involves a parcel located at 3398 SE Lincoln Street, Stuart, FL, Martin County, Florida.

On April 18, 2012, an Order Finding Violation was issued by the Code Enforcement Magistrate to Ahlstrom, Orjan, for the following violation(s): Section 105.1 FBC - Permits When Required Incorporated by Section 21.1 General Ordinances, Martin County Code.

Compliance was required by May 18, 2012. On January 19, 2016, an Affidavit of Compliance/Accrued Fines was issued reflecting an outstanding fine of \$104,000.00 plus costs in the amount of \$ 575.00.

Sun Lovers Homes Holdings, LLC. are the current owners of the property pursuant to a Warranty Deed recorded in Official Records Book 3242, Page 2534, Martin County, Florida Public Records,

Orjan Ahlstrom has no remaining interest in the property.

Staff has determined that a lien reduction is warranted. The current owners were not responsible for the violation; however, have offered to pay \$10,457.50 to resolve the outstanding fines which have accrued.

**ISSUES:**

None

**LEGAL SUFFICIENCY REVIEW:**

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

**RECOMMENDED ACTION:**

**RECOMMENDATION**

Move that the Board accept the Magistrate's recommendations that the lien on the property be reduced to \$10,457.50.00 and accepted as full payment.

**ALTERNATIVE RECOMMENDATIONS**

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

**FISCAL IMPACT:**

**RECOMMENDATION**

None

**ALTERNATIVE RECOMMENDATIONS**

None

**DOCUMENT(S) REQUIRING ACTION:**

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

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MARTIN COUNTY, FLORIDA  
CODE ENFORCEMENT MAGISTRATE  
CASE NO. 12-0055460

MARTIN COUNTY, FLORIDA,  
Petitioner,

vs.

AHLSTROM, ORJAN

Respondent(s),

PCN 513841001012000911

**FINE REDUCTION STIPULATION AND AGREED RECOMMENDED ORDER**

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

THIS MATTER having come before the Magistrate on April 20, 2022, and having heard the testimony and other evidence of the parties, and having been fully apprised of the circumstances, and based upon a preponderance of the evidence, does find as follows:

1. This Fine Reduction Stipulation and Agreed Recommended Order involves a parcel located at 3398 SE Lincoln Street, Stuart, FL., Martin County, Florida and further described as:

**The West 75 feet of lots 9 and 10, Block 12, Port Salerno, according to the plat thereof, recorded in Plat Book 1, Page 132, Public Records of Palm Beach (now Martin) County, Florida.**

2. On April 18, 2012, an Order Finding Violation was issued by the Code Enforcement Magistrate to AHLSTROM, ORJAN, for the following violation(s):

- Section 105.1 FBC - Permits When Required Incorporated by Section 21.1 General Ordinances, Martin County Code.

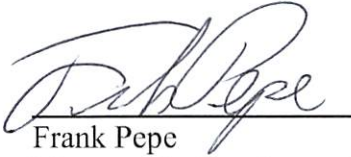
Compliance was required by May 18, 2012. On January 19, 2016, an Affidavit of Compliance/Accrued Fines was issued reflecting an outstanding fine of \$104,000.00 plus costs in the amount of \$ 575.00.

3. Sun Lovers Homes Holdings, LLC. are the Current Owners of the property. Pursuant to a Warranty Deed recorded in Official Records Book 3242, Page 2534, Martin County, Florida Public Records, Respondent has no remaining interest in the property.
4. Staff has determined that a lien reduction is warranted. Current Owners were not responsible for the violation; however, have offered to pay \$10,457.50 to resolve the outstanding fines which have accrued.

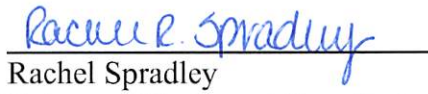
5. The parties represent, under penalty of perjury that that they have read this Stipulation; that they have full authority to enter into this Stipulation; that the facts contained herein are the truth, the whole truth and nothing but the truth; and that they are signing this agreement freely and voluntarily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

**CURRENT OWNERS:**

**PETITIONER: MARTIN COUNTY, FLORIDA**



Frank Pepe  
Manager for Sun Lovers Homes Holdings, LLC



Rachel Spradley  
Nuisance Abatement Coordinator

Date: 4-6-2022

Date: 4-8-22

**AGREED RECOMMENDED ORDER**

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

Given that Sun Lovers Homes Holdings, LLC. has offered payment in the total amount of \$10,457.50 and Staff's determination that a reduction in the lien amount from \$104,575.00 is warranted, Sun Lovers Homes Holdings, LLC., should be ordered to pay the amount of \$10,457.50 within thirty (30) days of Board of County Commissioners' approval. In the event said amount is not paid within thirty (30) days, the fine should revert to the accrued amount prior to the reduction.

DONE AND ORDERED this 20<sup>th</sup> of April, 2022.

  
Wendy Werb  
Code Enforcement Magistrate

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## Agenda Item Summary

**File ID:** 22-0795

**CNST-11**

**Meeting Date:** 5/17/2022

**PLACEMENT:** Consent

**TITLE:**

**APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN MARTIN COUNTY AND THE VILLAGE OF INDIANTOWN RELATED TO REPLACEMENT OF THE LED COMMUNITY MESSAGE BOARD AT THE ELISABETH LAHTI LIBRARY IN INDIANTOWN**

**EXECUTIVE SUMMARY:**

The current LED community message board at the Elisabeth Lahti Library that broadcasts emergency notices and other public service announcements has reached the end of its serviceable life and needs to be replaced. The proposed Memorandum of Understanding (MOU) addresses the shared costs of installation, repair, maintenance and operation of the new message board between Martin County (County) and the Village of Indiantown (Village).

**DEPARTMENT:** Library

**PREPARED BY:** **Name:** Flory Anzueto  
**Title:** Executive Aide

**REQUESTED BY:** Jennifer Salas, Library Director

**PRESET:**

**PROCEDURES:** None

**BACKGROUND/RELATED STRATEGIC GOAL:**

1. Agreement drafted by: Village of Indiantown
2. Parties to the Agreement: Martin County and Village of Indiantown
3. Purpose of the Agreement: To share 50/50 the costs of purchase, repair, maintenance and operational responsibilities of the LED community message board at the Elisabeth Lahti Library in Indiantown.

4. New/Renewal/Modified: New
5. Duration: For the useful life of the LED message board (expected to be no fewer than 10 years, barring premature catastrophic loss)
6. Benefits to Martin County: The cost of replacing the LED message board will be shared with  
the Village of Indiantown, relieving Martin County of some of the financial burden for a necessary expense.
7. Cost to Martin County: \$44,475 (\$22,237.50 will be reimbursed by the Village of Indiantown)

In 2008, the County initially approved the LED community message board to be installed near the Elisabeth Lahti Library, which is intended to serve the public health, safety, and welfare of the Indiantown community by displaying information on upcoming community events. The original message board has reached the end of its serviceable life, and the County and the Village now find it necessary to procure a replacement.

The proposed MOU sets forth the terms for the procurement, installation, repair, maintenance and operation of the message board, with all costs to be shared equally by the County and the Village. The County will procure the message board, then invoice the Village for 50% of the cost of purchase and installation, which the Village must pay within 30 days after receipt of the invoice. The proposal attached to this item, prepared by Flamingo Signs, sets forth a total cost of \$44,475.00. Funding will be provided by Commissioner Jenkins' District 3 MSTU. Representatives from the County and the Village will meet at least two times per year to develop a programming content calendar, which calendar will be subject to review and approval by the County Administrator and Village Manager.

**ISSUES:**

None.

**LEGAL SUFFICIENCY REVIEW:**

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

**RECOMMENDED ACTION:**

**RECOMMENDATION**

Move that the Board approve the MOU between the County and the Village of Indiantown related to replacement of the LED community message board at the Elisabeth Lahti Library and authorize the Chairman to execute any and all documents necessary to complete the transaction.

**ALTERNATIVE RECOMMENDATIONS**

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

**FISCAL IMPACT:**

**RECOMMENDATION**

None

<b>Funding Source</b>	<b>County Funds</b>	<b>Non-County Funds</b>
1103-5030-03400-519	22,237.50	
Village of Indiantown (Reimbursement)		22,237.50
<b>Subtotal</b>		
<b>Project Total</b>	44,475.00	

**ALTERNATIVE RECOMMENDATIONS**

None

**DOCUMENT(S) REQUIRING ACTION:**

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

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**MEMORANDUM OF UNDERSTANDING CONCERNING  
ELIZABETH LAHTI LIBRARY DIGITAL MESSAGE BOARD**

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) made and entered into this 24<sup>th</sup> day of March, 2022 (the “Effective Date”), by and between the **Village of Indiantown**, a municipal corporation chartered under the laws of the State of Florida, (hereinafter referred to as the “Village”) and **Martin County**, a political subdivision of the State of Florida, (hereinafter referred to as the “County”).

**WITNESSETH:**

**WHEREAS**, the existing digital message board on the site of the Elizabeth Lahti Library in downtown Indiantown is in need of replacement; and

**WHEREAS**, the County and the Village find that it would be appropriate and mutually beneficial to share in the capital costs to replace the digital message board, as well as the repair costs and operational responsibilities relating to the new digital message board, as set forth herein.

**NOW, THEREFORE**, the parties hereto hereby agree as follows:

- 1.0 **Recitals.** The recitals above are true and correct and hereby incorporated into and made a part hereof.
- 2.0 **Shared Capital Cost for Digital Message Board.** County agrees to procure, in accordance with the requirements of its Purchasing Manual, the Digital Message Board as well as construction services for the installation of the Digital Message Board. County shall invoice the Village for its fifty percent (50%) share of all costs associated with the purchase and installation of the Digital Message Board. Village shall pay such invoice in full within thirty (30) days after Village’s receipt thereof.
- 3.0 **Repair and Maintenance of Digital Message Board.** The County will maintain the Digital Message Board in good repair, and will be responsible for all routine and programmed maintenance. Village agrees to pay for fifty percent (50%) of all repair and maintenance expenses which exceed Five Hundred Dollars (\$500.00). County shall invoice Village for its share of such expenses and Village shall pay such invoice within thirty (30) days after Village’s receipt thereof. The County agrees to maintain the Digital Message Board on its insurance coverage schedules.

MEMORANDUM OF UNDERSTANDING CONCERNING  
ELIZABETH LAHTI LIBRARY DIGITAL MESSAGE BOARD

- 4.0 **Operation of Digital Message Board.** The parties agree that the primary purpose of the Digital Message Board is to display information related to County and Village activities. The parties agree to each designate an authorized representative who will meet at least every six months to develop a programming content calendar. Such content calendar shall be subject to review and approval by the County Administrator and Village Manager or designees. The parties agree the Village and the County shall be responsible for programming their respective approved content.
- 5.0 **Term.** This Agreement shall remain in effect for the useful life of the Digital Message Board, which is anticipated to be no less than ten years, barring premature catastrophic loss of the Digital Message Board. If the County Administrator determines that the Digital Message Board has become damaged to the extent that it is impractical to repair, or to replace with insurance proceeds, this Agreement shall terminate.
- 6.0 **Dispute Resolution.** Disputes under this Agreement relating to invoices or any other matter relating to this Agreement may be resolved by the County Administrator and the Village Manager, or their respective designees. Notwithstanding the provisions of Chapter 164, Florida Statutes, the parties agree that if such authorized representatives are unable to reach a resolution and the parties agree that the issue is of sufficient merit, prior to initiating any legal proceeding, 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.
- 7.0 **Notices.** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and as elected by the person giving such notice, hand delivered by messenger or courier service, telecommunicated (email or fax), or mailed by certified mail (postage prepaid), return receipt requested, addressed to:

As to Martin County:

Martin County Administrator  
2401 SE Monterey Road  
Stuart, FL 34996

With a copy to:

Martin County Attorney  
2401 SE Monterey Road  
Stuart, FL 34996

As to the Village of Indiantown:

With a copy to:

**MEMORANDUM OF UNDERSTANDING CONCERNING  
ELIZABETH LAHTI LIBRARY DIGITAL MESSAGE BOARD**

Village Manager  
Village of Indiantown  
PO Box 398  
Indiantown, FL 34956-0398

Village Attorney  
Village of Indiantown  
PO Box 398  
Indiantown, FL 34956-0398

or such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered: (a) on the date delivered, or on the day telecommunicated, or on the date upon which the return receipt is signed, or delivery refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

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

DATED: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

\_\_\_\_\_  
CAROLYN TIMMANN, CLERK  
OF THE CIRCUIT COURT AND  
COMPTROLLER

\_\_\_\_\_  
DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
SARAH W. WOODS  
COUNTY ATTORNEY

MEMORANDUM OF UNDERSTANDING CONCERNING  
ELIZABETH LAHTI LIBRARY DIGITAL MESSAGE BOARD

DATED: 03/30/2022

ATTEST:

*Jennifer Norris*  
SUSAN OWENS, VILLAGE CLERK  
*Jennifer Norris, Assistant to  
Village Clerk*

VILLAGE OF INDIANTOWN

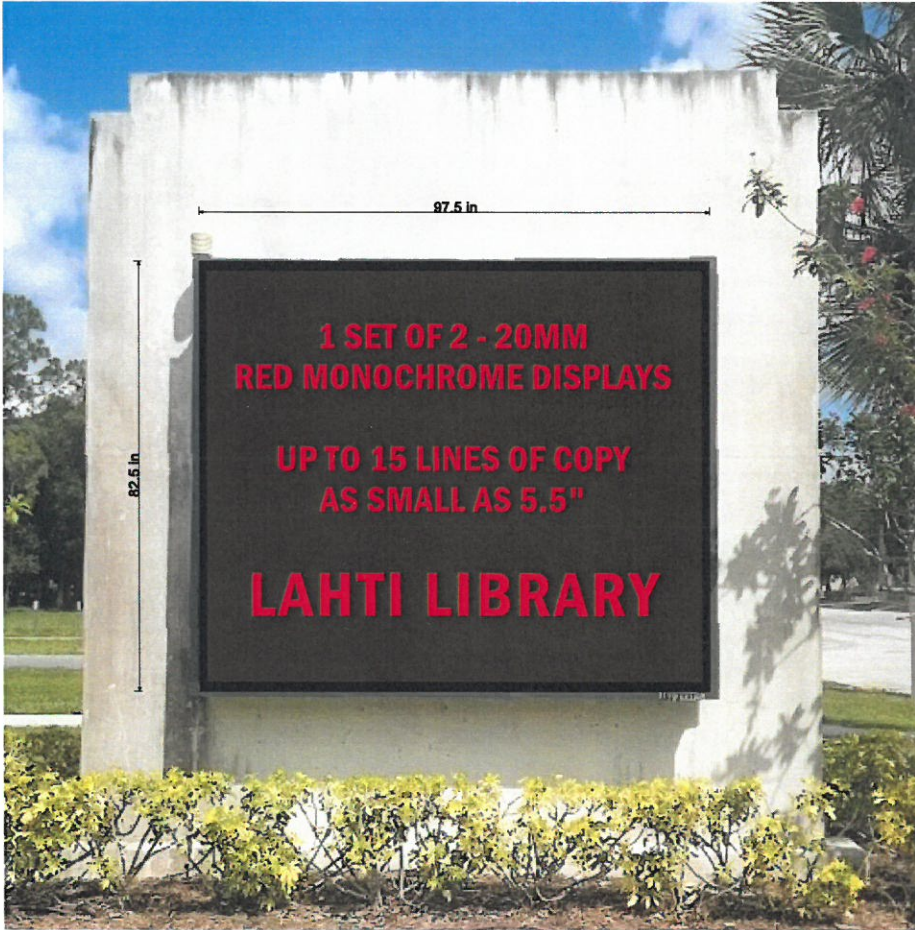
*Jacqueline Gary Clarke*  
JACQUELINE GARY CLARKE, MAYOR



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

*Waide C. Vose*  
WAIDE C. VOSE, VILLAGE ATTORNEY

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577 LED Display | Electro-Mech Visual

**Fusion Series**  
Red LED Display

Size: Double Sided  
Pixel Pitch: 16 mm  
Pixel Matrix: 128x144  
Display Dimensions: 8' 6.25" H x 7' 10.42" W  
Cabinet Dimensions: 8' 10.50" H x 8' 1.68" W x 8" D  
Voltage: 120V  
Mounting: (Wish based mounting provided)  
Communication: Cellular Modem with Lifetime Contract



FUS-B-16D-120X0144R-CL

**LED SPECIFICATIONS**

LED Type: DIP  
Brightness: 10000 cd/m<sup>2</sup> (Typ)  
Viewing Angle: 45° Vert., 114° Horiz.  
Estimated Lifetime: 100,000 Hours

**ADDITIONAL DISPLAY DETAILS**

Cabinet IP: IP53  
Display IP: IP53  
Total Weight: 172 Lbs.  
Service Access: Front  
For details, see spec sheet.

**Contracts**

Software: Lifetime, Unlimited Users  
Cabinet: Lifetime Contract

**ELECTRICAL SPECIFICATIONS**

Watts:	1160	Avg:	714
Max. Amps:	12.0	Avg:	6
Total number of Circuits at 20 Amps:			
			3

All electrical specifications are based on all other.

**ACCESSORIES**

JOB TITLE LAHTI LIBRARY

ADDRESS INDIANTOWN

NOTE: ALL ARTWORK & COLORS MUST BE SIGNED OFF BEFORE ANY WORK IS TO BEGIN IF EXACT COLORS ARE REQUIRED OR MORE DETAILS PLEASE NOTE. CUSTOMER IS RESPONSIBLE FOR ANY CHANGES ONCE WORK BEGINS.

- APPROVED
- APPROVED W/ CHANGES
- NOT APPROVED RESUBMIT W/ CHANGES



4444 S.E. COMMERCE AVE.  
STUART, FL. 34997  
772.220.7768  
flamingosigns@aol.com

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4444 SE Commerce Avenue  
 Stuart, FL 34997  
 772-220-7377

A DIVISION OF:  
**Gardner  
 signs**

# PROPOSAL

210673-03

Date: 04/14/2022

Expires: 05/14/2022

Drawing Numbers:

**Project:** Lahti Library / Sign Replacement  
 15200 SW Adams Ave  
 Indiantown, FL 34956

**Client:** Martin County Board Of County ...  
 2401 SE Monterey Rd  
 Stuart, FL 34996

**Contact:** Jose Almonte 786-320-3604 jalmonte@martin.fl.us

We are pleased to offer this proposal attached. Review and feel free to contact us if you have any questions. We look forward to working with you. Reply to confirm receipt. Thank You.

Project Description:	Item Total:
1 Set of 2 new 82" x 97" monochrome 16mm LED displays to replace existing 84" x 100" 25mm displays. Cost includes removal and disposal of existing displays and installation of new. Connect to existing electrical service.	\$44,475.00
2 - Electromatic Fusion Series displays. FUS-B-16D-120X0144-CL. See attached spec sheet.	
<b>Deposit Rate: 50%</b>	<b>Subtotal: \$44,475.00</b>
<b>Deposit: \$22,237.50</b>	
	<b>Total: \$44,475.00</b>

**Notes:** All prices are subject to applicable sales tax. Prices are based on available information given at the time and are subject to change.

**Terms:** 50% advanced deposit with balance due upon completion of project. **Mail to:** Flamingo Signs 4444 SE Commerce Ave. Stuart, Fl. 34997

**Salesperson:**  
 Buyer's Acceptance \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 Seller's Acceptance \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



## Agenda Item Summary

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**File ID:** 22-0837

**PH-1**

**Meeting Date:** 5/17/2022

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**PLACEMENT:** Public Hearings

**TITLE:**

**PUBLIC HEARING TO CONSIDER ADOPTION OF AN ORDINANCE AMENDING SECTION 51.4., COUNTY EMERGENCY POWERS, ARTICLE 1, IN GENERAL, CHAPTER 51, DISASTER AND EMERGENCY MANAGEMENT**

**EXECUTIVE SUMMARY:**

Florida Statutes § 252.38 delineates a county's emergency management powers and authority. Section 252.38 was amended to limit the duration of a non-weather-related emergency orders issued by counties. The revisions to Florida Statutes § 252.38 became effective on July 1, 2021. The provisions contained in Section 51.4, County Emergency Powers, Article 1, Chapter 51, General Ordinances, Martin County Code are not consistent with the current statute.

**DEPARTMENT:** County Attorney

**PREPARED BY:** **Name:** Elysse A. Elder  
**Title:** Senior Assistant County Attorney

**REQUESTED BY:**

**PRESET:**

**PROCEDURES:** None

**BACKGROUND/RELATED STRATEGIC GOAL:**

Florida Statutes § 252.38 delineates the County's emergency management powers and authority. Pursuant to the statute, counties are authorized to issue emergency orders during declared states of emergency. On July 1, 2021, limitations on the duration of non-weather-related emergency orders became effective. Specifically, an order or ordinance issued or enacted by a political subdivision in response to an emergency that limits the rights or liberties of individuals or businesses within the political subdivision expire 7 days after issuance and may only be extended by a majority of the vote of the Board. The statute specifically provides that this does not apply to orders issued in response to weather-related emergencies. The current provisions of Section 51.4., County Emergency Powers, Article 1, Chapter 51, General Ordinances, Martin County Code are not consistent with the current law. The proposed amendment to Section 51.4 revises the County's existing emergency powers for consistency with Florida Statutes § 252.38(4).

**ISSUES:**

None

**LEGAL SUFFICIENCY REVIEW:**

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

**RECOMMENDED ACTION:**

**RECOMMENDATION**

Move that the Board adopt the ordinance which amends Section 51.4, County Emergency Powers, Article 1, Chapter 51, General Ordinances, Martin County Code.

**ALTERNATIVE RECOMMENDATIONS**

None

**FISCAL IMPACT:**

**RECOMMENDATION**

None

**ALTERNATIVE RECOMMENDATIONS**

None

**DOCUMENT(S) REQUIRING ACTION:**

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

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF MARTIN COUNTY, FLORIDA AMENDING SECTION 51.4, COUNTY EMERGENCY POWERS, ARTICLE 1, IN GENERAL, CHAPTER 51, DISASTER AND EMERGENCY MANAGEMENT, GENERAL ORDINANCES, MARTIN COUNTY CODE; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY, AND APPLICABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE, AN EFFECTIVE DATE AND CODIFICATION.**

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

**WHEREAS**, on July 1, 2021, changes were made to *Florida Statutes* § 252.38; and

**WHEREAS**, based on the revisions to *Florida Statutes* § 252.38, Section 51.4, County emergency powers, Article 1, In General, Chapter 51, Disaster and Emergency Management, needs to be revised for consistency with Florida law.

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

**PART 1: AMENDMENT OF SECTION 51.4, COUNTY EMERGENCY POWERS., ARTICLE 1, IN GENERAL, CHAPTER 51, DISASTER AND EMERGENCY MANAGEMENT, GENERAL ORDINANCES, MARTIN COUNTY CODE.**

*Section 51.4, County emergency powers is hereby amended as follows:*

**Sec. 51.4. County emergency powers.**

51.4.A. *Declaration of emergency.* If the County Administrator, after consultation with the Director of the Emergency Management Agency ("Director"), determines that a local emergency exists in the County, then in conformance with applicable resolutions, ordinances and laws, the County Administrator may declare that a local emergency exists. The declaration of a local emergency invokes the emergency powers and authority necessary to fulfill the general powers and duties as prescribed in this chapter. The judgment of the County Administrator shall be the sole criteria necessary to invoke local emergency powers provided in this chapter and other appropriate regulations. The state of local emergency shall remain in effect until the board or the County Administrator determines otherwise. The duration of each state of emergency declared locally shall be limited to seven days; it may be extended, as necessary, in increments of up to seven days.

51.4.B. *Board powers.* The board may convene to perform its legislative duties as the situation demands, and shall receive reports relative to emergency and disaster preparedness activities. The board shall have the power and authority to waive the procedures and formalities otherwise required by law pertaining to:

1. The performance of public work and taking whatever prudent action is necessary to ensure the health, safety and welfare of the community.
2. Entering into contracts.
3. Incurring of obligations.
4. Employment of permanent and temporary workers.
5. Utilization of volunteer workers.
6. Rental of equipment.
7. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
8. Appropriation and expenditure of public funds.
9. Determination that a threat to public health and safety may result from the generation of widespread debris throughout the County, using any of the following criteria:
  - a. That such debris constitutes a hazardous environment for modes of movement and transportation of the residents as well as emergency aid and relief services;
  - b. That such debris may endanger properties in the County;
  - c. That such debris creates an environment conducive to breeding disease and vermin;
  - d. That such debris creates a greatly increased risk of fire;
  - e. That it is in the public interest to collect and remove disaster debris from property whether public or private lands, public or private roads, or within gated communities; to eliminate any immediate threat to life, public health and safety;
  - f. To reduce the threat of additional damage to improved property; and
  - g. To promote economic recovery of the community at large.
10. Authorization of the County or its contracted agents for the right of access to private property and roads or gated communities as needed by emergency vehicles such as, but not limited to, police, fire, medical care, debris removal, and sanitation to alleviate immediate threats to public health and safety and to provide emergency repairs to vital infrastructure assets.
11. Authorization of the removal of debris and wreckage resulting from a major disaster from property whether public or private lands, public or private roads, or within gated communities for safe and sanitary living or functioning conditions.

12. Authorization of the removal of derelict vessels pursuant to current statutes of the State of Florida and in conjunction with the Florida Fish and Wildlife Conservation Commission.
  13. Authorization of the removal of abandoned vehicles pursuant to current statutes of the State of Florida and in conjunction with law enforcement of the County and State.
- 51.4.C. *Orders and rules.* During any period when an emergency or disaster threatens or when the County has been struck by an emergency or disaster, within the definitions of this chapter or F.S. § 252.34; with the concurrence of the Director, the County Administrator shall issue such orders or rules as are deemed necessary to protect life and property and preserve critical resources. Any such orders or rules shall have full force and effect of law when filed in the office of the Clerk of the Board.

1. Weather-Related Response. ~~Weather-related response~~ ~~The~~ directives shall remain in effect until the board or the County Administrator determines otherwise. Such directives may include, but shall not be limited to, the following:

~~a.1.~~ Directives prohibiting or restricting the movement of vehicles in order to facilitate the work of emergency management forces, or to facilitate the mass movement of persons from critical areas within the County.

~~b.2.~~ Directives pertaining to the movement of persons from and in areas deemed to be hazardous or vulnerable to an emergency or threat of an emergency.

~~c.3.~~ Such other directives necessary to preserve public peace, health and safety.

2. Non-Weather-Related Response. Any non-weather-related response emergency order or ordinance issued or enacted that limits the rights or liberties of individuals or businesses with Martin County shall automatically expire 7 days after issuance but may be extended by a majority vote of the board in 7-day increments for a total duration of not more than 42 days.

51.4.C.1. *Violations of orders and rules.*

1. In addition to the remedies provided in F.S. § 252.50, violations of any order or rule promulgated pursuant to this section shall be a noncriminal infraction and shall be enforced with a citation by County law enforcement agencies.
2. The penalty for a violation of an order issued pursuant to this section is:
  - a. First offense: A fine of \$50.00.
  - b. Second offense: A fine of \$100.00.
  - c. Third offense and each subsequent offense: A fine of \$250.00.
3. Nothing herein shall limit the County's right to seek injunctive or other equitable relief to ensure compliance with any order made pursuant to this part.
4. The County Administrator shall determine the scope and duration of any measures pursuant to this section, but in no event shall the scope and duration of any measure exceed the duration of the applicable emergency declaration or the duration permitted under Florida law. In exercising the powers under this section, the County

Administrator should, to the fullest extent practicable under the circumstances, coordinate and consult with the Director of Emergency Management, the board, federal, state and other local government entities, and no power under this section shall be exercised if it would frustrate the emergency response of any federal or state entity.

51.4.D. *Mutual aid.* With the concurrence of the Fire Rescue Chief and without depleting local resources, the Director shall order disaster preparedness forces to the aid of other communities when required in accordance with State and County mutual aid agreements and may request the State, or a political subdivision of the State, to send aid to the County in case of an emergency when conditions in the County are beyond the capabilities of the Emergency Management Agency.

51.4.E. *County forces.* The Director may coordinate emergency services of any County department, division or employees. If regular County forces are determined inadequate, the Director may require the services of such other personnel that are available, including citizen volunteers. All duly authorized persons rendering emergency services shall be entitled to the privileges and immunities as are provided by State law, County ordinances and policies for regular County employees and other registered and identified emergency management workers and, upon demand, may receive appropriate compensation for their emergency employment.

## **PART 2: CONFLICTING PROVISIONS.**

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

## **PART 3: SEVERABILITY.**

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

## **PART 4: APPLICABILITY.**

This ordinance shall be applicable throughout Martin County's jurisdiction.

## **PART 5: FILING WITH DEPARTMENT OF STATE.**

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

## **PART 6: EFFECTIVE DATE.**

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

**PART 7: CODIFICATION.**

Provisions of this ordinance shall be incorporated in the County Code, except parts 2 to 7 shall not be codified. The word "ordinance" may be changed to "section," "article" or other word, and the sections of this ordinance may be renumbered or re-lettered.

**DULY PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY THIS 17<sup>th</sup> DAY OF MAY 2022.**

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

---

CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

---

DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:

---

SARAH W. WOODS, COUNTY ATTORNEY

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## Agenda Item Summary

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**File ID:** 22-0835

**PH-2**

**Meeting Date:** 5/17/2022

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**PLACEMENT:** Public Hearings

**TITLE:**

**LEGISLATIVE PUBLIC HEARING TO CONSIDER ADOPTION OF COMPREHENSIVE PLAN AMENDMENT (CPA) 21-15, WEST JENSEN PUD, A FUTURE LAND USE MAP AMENDMENT**

**EXECUTIVE SUMMARY:**

This is a request for a small-scale amendment to the Future Land Use Map (FLUM) on a ±40.47-acre parcel. The request proposes to change the Future Land Use designation on ±14 acres of General Commercial and ±11.9 acres from Industrial to Medium Density Residential (up to 8 units per acre) and ±0.55 acres from Industrial to General Commercial. The parcel is located west of NW Goldenrod Road and east of NW Federal Highway.

**DEPARTMENT:** Growth Management

**PREPARED BY:** **Name:** Glenn Rosado  
**Title:** Planner

**REQUESTED BY:** Morris A. Crady, AICP Senior Vice President, Lucido & Associates

**PRESET:**

**PROCEDURES:** Plan Amendment

**BACKGROUND/RELATED STRATEGIC GOAL:**

Section 1.11.D(3) of the Comprehensive Growth Management Plan (Comp Plan) authorizes small-scale development amendments in accordance with Section 163.3187, Florida Statutes (FS). Small-scale development amendments require two public hearings. The first public hearing was scheduled before the Local Planning Agency on April 7, 2021. The second public hearing is the adoption hearing before the Board of County Commissioners. Small-scale development amendments are not transmitted to the state land planning agency or other local and regional reviewing agencies.

A proposed amendment of the Comp Plan is eligible to be processed as a small-scale development amendment if:

- (a) fifty or fewer acres are involved;
- (b) the proposed amendment does not involve a change to the text of the Goals, Objectives or Policies of the Comp Plan; however, a text change relating directly to, and adopted simultaneously with, a small-scale amendment of the Future Land Use Map, is permitted; and,
- (c) the land that is the subject of the proposed amendment is not located within an area of critical state concern, unless the proposed amendment involves the construction of affordable housing

and meets other statutory criteria.

If not timely challenged, the effective date of a small-scale Comp Plan amendment is 31 days after adoption by the Board of County Commissioners. If timely challenged, an amendment does not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining that the adopted small-scale development amendment is in compliance. If approval of a small-scale plan amendment is challenged, the process for the administrative review will be as provided in Section 163.3187(5), FS.

**ISSUES:**

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

**LEGAL SUFFICIENCY REVIEW:**

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

**RECOMMENDED ACTION:**

**RECOMMENDATION**

Move that the Board approve the ordinance adopting CPA 21-15, West Jensen PUD FLUM which will change the Future Land Use designation on ±14 acres of General Commercial and ±11.9 acres from Industrial to Medium Density Residential (up to 8 units per acre) and ±0.55 acres from Industrial to General Commercial.

**ALTERNATIVE RECOMMENDATIONS**

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

**FISCAL IMPACT:**

**RECOMMENDATION**

Staff time.

**ALTERNATIVE RECOMMENDATIONS**

Staff time.

**DOCUMENT(S) REQUIRING ACTION:**

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

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# **PROPOSED AMENDMENT TO THE MARTIN COUNTY COMPREHENSIVE PLAN**

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**REQUEST NUMBER:** CPA 21-15 West Jensen PUD FLUM

Report Issuance Date: April 25, 2022

**APPLICANT:** Jensen Beach Land Company, Ltd.  
336 E. Dania Beach Blvd.  
Company Representative: Alberto Micha

**REPRESENTED BY:** Lucido & Associates  
Morris A. Crady, AICP  
Senior Vice President  
701 SE Ocean Boulevard  
Stuart, FL 34994

**PLANNER-IN-CHARGE:** Glenn Rosado, Planner  
Growth Management Department

<b><u>PUBLIC HEARINGS:</u></b>	Date	Action
Local Planning Agency:	April 7, 2022	Voted 4-1 to approve
Board of County Commission Adoption:	May 17, 2022	

**SITE LOCATION:** The parcel is located on NW Goldenrod Road, east of the US-1, in Jensen Beach.

**APPLICANT REQUEST:** This is a request for a small-scale amendment to the Future Land use Map (FLUM) on a 40.47-acre parcel. The request will change 14 acres of General Commercial and 11.9 acres of Industrial land to Medium Density Residential (allowing a maximum of 8 units per acre) and 0.55 acres from Industrial to General Commercial. The parcel will be the subject of a concurrent amendment to the existing Planned Unit Development (PUD).

**STAFF RECOMMENDATION:**

Staff recommends approval of the proposed FLUM changes from General Commercial and Industrial to Medium Density Residential, and from Industrial to General Commercial future land use designations.

**EXECUTIVE SUMMARY:**

The subject site is shown below, highlighted in red (Figure 1).



Figure 1, a location map that shows the area proposed for change, highlighted in red.

This staff report will consider the Medium Density Residential future land use and will analyze whether it is consistent with the Comprehensive Growth Management Plan (CGMP) and compatible with the surrounding properties.

## 1. PROJECT/SITE SUMMARY

### 1.1. Physical/Site Summary

The subject property is 26.4 acres. The parcel is within the following:

*Planning District:* North County.

*Adjacent Planning District:* North River Shores.

*Commission District:* District 1.

*Taxing District:* District 1 Municipal Service Taxing Unit.

*Urban Service District:* Yes, the subject parcel is within the Primary Urban Service District

### 1.2 Major Roadways

The major roadways closest to the subject parcel are NW Federal Hwy, which is a major arterial, west of the subject parcel, and NW Goldenrod Road, which is a major collector, north of the subject parcel.

### 1.3. Current Amendment Requests

A. CPA 21-04, Florida Inland Navigation District (FIND), is a request to amend the FLUM on a

51.2-acre portion of the 64.3 acre FIND property located on S.E. Gomez Avenue, from Conservation to Residential Estate Density (2 units per acre). Approximately 13.1 acres will remain as Public Conservation.

- B. CPA 21-05, Loblolly Community Service Corporation (LCSC), is a request to amend the FLUM on 51.82 acres located on S.E. Gomez Avenue, from Residential Estate Density (2 unit per acre) to Institutional, Conservation.
- C. CPA 21-09, Becker B14 FLUM, is a request to amend the FLUM on 1493.91 acres located north of S.E. Bridge Road and east of the I-95 Interchange, from Agricultural to a newly created future land use designation, Rural Lifestyle.

#### **1.4. Past Changes in Future Land Use Designations**

There have been some changes in the surrounding area. Since adoption of the Comprehensive Growth Management Plan in 1982, some amendments to the FLUM have occurred in the immediate area. The amendments are summarized below.

- A. CPA 02-3, Lyng, Ordinance 627: A FLUM amendment for the 3.85 acres located at the northwest intersection of NW Sunset Blvd and US Highway 1, changing the land from Commercial Office Residential to General Commercial.
- B. CPA 04-7, Sunlink, Ordinance 650: A FLUM amendment for the 3.82 acres located on the north side of Jensen Beach Blvd, changing the land from Medium Density Residential to Limited Commercial.

#### **1.5. Adjacent Future Land Use**

North: Medium Density Residential, Residential Estate Density and General Commercial, separated from subject site by NW Goldenrod Rd.

South: General Commercial and General Institutional.

East: Residential Estate Density, separated from subject site by NW Goldenrod Rd.

West: Medium Density Residential, separated from subject site by NW Federal Hwy.

#### **1.6. Environmental Considerations**

##### ***1.6.1. Wetlands, soils and hydrology***

The soil on the subject site is Waveland, Lawnwood, and Immokalee fine sand. The Waveland series consists of very deep, very poorly and poorly drained, very slowly to moderately slowly permeable soils on broad areas of flatwoods and depressions in the Lower Coastal Plain of Peninsular Florida. They formed in sandy marine sediments. The Immokalee series consists of very deep, very poorly and poorly drained soils that formed in sandy marine sediments. Immokalee soils are on flatwoods and low broad flats on marine terraces. The Lawnwood series consists of very deep, poorly drained, very slowly to moderately slowly permeable soils on broad flatwoods in the lower Coastal Plain of Peninsular Florida. They formed in sandy marine sediments. See Figure 2.

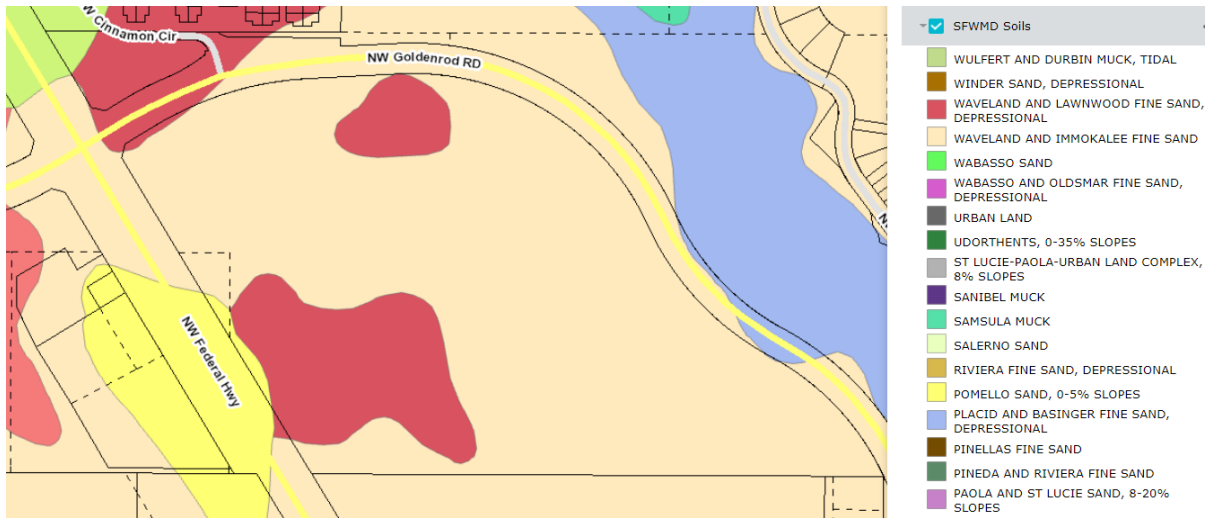


Figure 2, a soils map that shows the soils on the subject site.

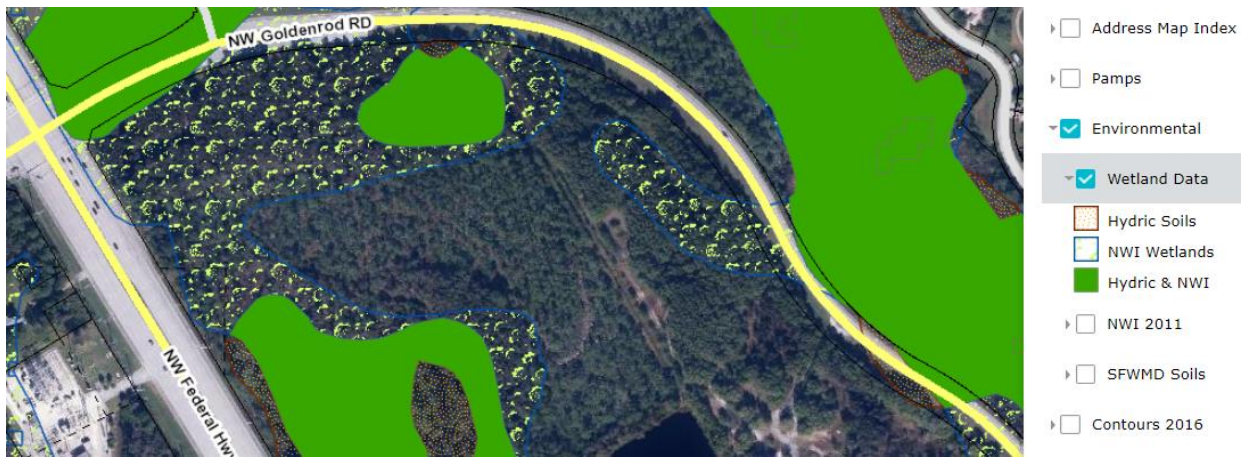


Figure 3, a composite wetlands map that shows the potential of wetlands on the subject site.

**1.6.2. Wellfield protection**

*The following is a description of the presence of existing wellfields proximate to the site and applicable wellfield protection measures.*

The subject parcel is not within any wellfield protection zones but is very near them. See Figure 4.



Figure 4, which shows the subject site to be very near wellfield protection zones.

### 1.7. Adjacent Existing Uses

Below is a summary of the existing adjacent land uses in the general vicinity of the subject property:

North – Cinnamon Tree, a residential condominium community

South – Commercial Plaza with Home Depot, Crafts Store and Restaurants

East – Jensen Beach Country Club, a residential community

West- FPL Substation

## 2. ANALYSIS

### 2.1. Criteria for a Future Land Use Amendment (Section 1-11 CGMP)

In evaluating each Future Land Use Map amendment request, staff begins with the assumption that the Future Land Use Map, as amended, is generally an accurate representation of the intent of the Board of County Commissioners, and thus the community, for the future of Martin County. Based on this assumption, staff can recommend approval of a requested change provided that consistency is maintained with all other elements of this Plan and at least one of the following four items is found to apply. If staff cannot make a positive finding regarding any of the items in (a) through (d), staff shall recommend denial. Criterion (a), and (b) have been met and Criterion (c) and (d) have not been met.

*(a) Past changes in land use designations in the general area make the proposed use logical and consistent with these uses and adequate public services are available; or*

There have only been a few past changes in land use designations in the general area of the subject site. Except for the adopted change listed in Section 1.4 of this report, development has occurred consistent with the FLUM adopted in 1982. Please see Section 1.4 of this report showing the changes to the FLUM in this area. Changing the subject site to Medium Density Residential future



land use designation is consistent with the land use designations in the general area and adequate public services are available to the subject site. Criterion met.

*(b) Growth in the area, in terms of development of vacant land, redevelopment and availability of public services, has altered the character of the area such that the proposed request is now reasonable and consistent with area land use characteristics; or*

Correct. Significant growth in the area has occurred since 1995, which has created a mix of land uses. The proposed request would continue this trend by taking 14 acres of Commercial General property and 11.90 acres of Industrial and converting them to Medium Density Residential, making it consistent with lands to the north and west. Criterion met.

*(c) The proposed change would correct what would otherwise appear to be an inappropriately assigned land use designation; or*

No such correction is needed because the current future land use designation of the subject site is not inappropriate. This criterion has not been met.

*(d) The proposed change would fulfill a public service need that enhances the health, safety or general welfare of County residents.*

No, changing the land use to Medium Density Residential does not fulfill a public service need. This criterion has not been met.

Two of the four criterion has been met and staff can make a positive recommendation.

## **2.2. Urban Sprawl**

Urban sprawl is defined as a development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.

Florida Statute 163.3177(6)(a)9.a. states that any amendment to the future land use element shall discourage the proliferation of urban sprawl and provides thirteen indicators to judge whether a future land use amendment discourages the proliferation of urban sprawl. This proposed amendment complies with 13 out of 13 sprawl criteria that discourages the proliferation of urban sprawl.

Florida Statute provides an additional eight criteria, of which four must be met, in order to judge whether an amendment can be determined to discourage the proliferation of urban sprawl. This proposed amendment meets 8 out of 8 criteria that determine the application discourages urban sprawl.

An evaluation of the thirteen indicators for urban sprawl and a determination on the eight criteria for this future land use request follows:

*(1) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.*

The 25.9-acre subject property is not a “substantial area” of the jurisdiction. The site is integrated within the urban, commercial, and residential use areas. The proposal for Medium Density Residential does not propose low-intensity or low-density development. The proposed land use allows up to eight units per acre and is appropriate for lands located in the Primary Urban Service District. Discourages the proliferation of urban sprawl.

*(II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.*

No, this site is within the Primary Urban Service District and is within an existing urban, residential, and commercial area. Developing this site would be infill development. Discourages the proliferation of urban sprawl.

*(III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.*

No, the site is integrated within residential, and urban areas and the proposed change will not promote to development occurring in such patterns. Discourages the proliferation of urban sprawl.

*(IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.*

Currently, according to the composite wetlands maps, there is a probability of wetlands on the subject site, which is currently vacant and has never been developed. All preservation areas must be protected with preserve area barricades and inspected by Martin County prior to construction, according to the PUD agreement. Designated preserve areas shall not be altered except in compliance with the Preserve Area Management Plan. Discourages the proliferation of urban sprawl.

*(V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.*

No, this subject site is within the Primary Urban Service District and is surrounded by mostly residential and commercial uses. The proposed future land use designation does not diminish agricultural areas or agricultural activities. The subject site is not near or adjacent to active farmlands or agricultural areas. Discourages the proliferation of urban sprawl.

*(VI) Fails to maximize use of existing public facilities and services.*

Development of the subject site at the proposed future land use designation and proposed PUD will put additional trips on the road. However, the subject site is located within the Primary Urban Service District where public facilities and services are available. Also, development of this site would be infill development and it would utilize the existing facilities and services. Discourages the proliferation of urban sprawl.

*(VII) Fails to maximize use of future public facilities and services.*

No, the proposed change would maximize the use of future public facilities and services. Discourages the proliferation of urban sprawl.

*(VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.*

No, this site has adequate utilities, water/sewer systems and will not demand an extra increase in cost/time towards that. The subject site is located within the PUSD. Public services (law enforcement, fire, libraries, parks etc.) are currently provided to the area of the subject site. The proposal to change the subject site to Medium Density Residential will not result in land use patterns that will disproportionately increase the cost/time of providing the public services. Discourages the proliferation of urban sprawl.

*(IX) Fails to provide a clear separation between rural and urban uses.*

No, this site does not fail to do that. This site is located within the Primary Urban Service District which separates rural and urban uses. Discourages the proliferation of urban sprawl.

*(X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.*

No, this site is infill development. Discourages the proliferation of urban sprawl.

*(XI) Fails to encourage a functional mix of uses.*

No, the proposed change does not fail to encourage a functional mix of uses. The site is located within the PUSD and is in an urban area with a mix of various uses such as commercial, and residential uses. The subject site is adjacent to a commercial plaza that contains restaurants and retail stores such as Home Depot. Discourages the proliferation of urban sprawl.

*(XII) Results in poor accessibility among linked or related land uses.*

No, this site does not result in poor accessibility among related land uses. The parcel is located nearby major arterial roads and is located within a walking distance from retail stores, restaurants and gas stations. The proposed land use change will not change the accessibility among existing land uses. Discourages the proliferation of urban sprawl.

*(XIII) Results in the loss of significant amounts of functional open space.*

No, the proposed future land use designation will not result in a loss of public open space. Discourages the proliferation of urban sprawl.

The site complies with all 13 sprawl criteria listed above.

### **2.2.1. Proliferation of Urban Sprawl**

In order for the application to be determined to discourage the proliferation of urban sprawl, the amendment must incorporate development patterns or urban forms that achieve four or more of the following:

*(1) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.*

Yes, the natural resources and ecosystems are not negatively impacted. The proposed change would locate residential development in the Primary Urban Service District and in proximity to other commercial and residential lands. The composite wetlands map shows a low probability of

wetland on the subject site. Any type of development proposed on the subject site may require some habitat preservation, which will be determined during the site planning and development review process. Discourages the proliferation of urban sprawl.

*(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.*

Development of this site will not require the extension of public infrastructure and services outside the Primary Urban Service District. Water and sewer provisions are available to the subject site via Martin County Utilities. The proposed amendment would allow for a cost-effective development process, utilizing already existing public infrastructure and services. Discourages the proliferation of urban sprawl.

*(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.*

The parcel is located near existing development that provides a mix of densities and intensities. It is located within walking distance of various retail and commercial uses. The proposed density would add to the mix of housing choices within the immediate area, which includes a mix of active commercial, urban and residential sites. Discourages the proliferation of urban sprawl.

*(IV) Promotes conservation of water and energy.*

The site is only 25.9 acres, and future developments to the site will not result in overconsumption of water and energy. The subject parcel is located in an urban area where facilities and services are in place. Discourages the proliferation of urban sprawl.

*(V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.*

The proposed change will have no impact on agricultural areas and activities. The subject site is located in the PUSD, within an urban area. Discourages the proliferation of urban sprawl.

*(VI) Preserves open space and natural lands and provides for public open space and recreation needs.*

The subject parcel is not public open space and the proposed land use change alone will not affect public open space. Discourages the proliferation of urban sprawl.

*(VII) Creates a balance of land uses based upon demands of residential population for the nonresidential needs of an area.*

Yes, if developed, the subject site would be in-fill development and will not negatively impact the balance of land uses in the area. The proposed amendment responds to demands for residential capacity while locating that capacity within the PUSD where it can be served by existing nonresidential development. Higher density residential land uses such as Medium Density Residential is appropriate for the PUSD. Discourages the proliferation of urban sprawl.

*(VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.*

Though the proposed future land use designation does not provide for transit-oriented development or new towns as defined in s. 163.3164, there is no need to remediate an existing or planned

development pattern in the vicinity that constitutes sprawl. The proposed change will bring forth infill development, providing residential units at a higher density that is appropriate for sites within the PUSD. The proposed future land use designation will allow intensities of use and urban form that are consistent with the existing and planned development pattern in the vicinity. However, it does not constitute sprawl because it is located well within the PUSD and is consistent with the adopted Future Land Use Map. Discourages the proliferation of urban sprawl.

All eight criteria listed above have been met to determine the application discourages urban sprawl.

### **2.3 Land Use Compatibility**

The lands south of the subject site have the future land use designation of General Commercial and on a small portion, General Institutional. South of the subject site is developed as a commercial plaza and contains a Home Depot, Thrift Store and restaurants. The lands north and east are separated from the subject site via NW Goldenrod Rd.

The lands north of the subject site have the future land use designation of Medium Density Residential with a condominium community. Also, north of the subject site is Residential Estate Density (2 upa) and a portion of General Commercial, both vacant.

East of the subject site is Residential Estate Density (2 upa) and contains Jensen Beach Country Club, a residential community. There is 350 feet of buffering between the subject site and Jensen Beach Country Club, along with the rights of way of NW Willow Creek DR and NW Goldenrod RD, which provide an additional layer of buffering between the two sites.

North – Cinnamon Tree, a residential condominium community

South – Commercial Plaza with Home Depot, Crafts Store and Restaurants

East – Jensen Beach Country Club, a residential community

West- FPL Substation

Please see Figure 5 and 6 below.



Figure 5, Existing FLUM, with the subject site highlighted in black.

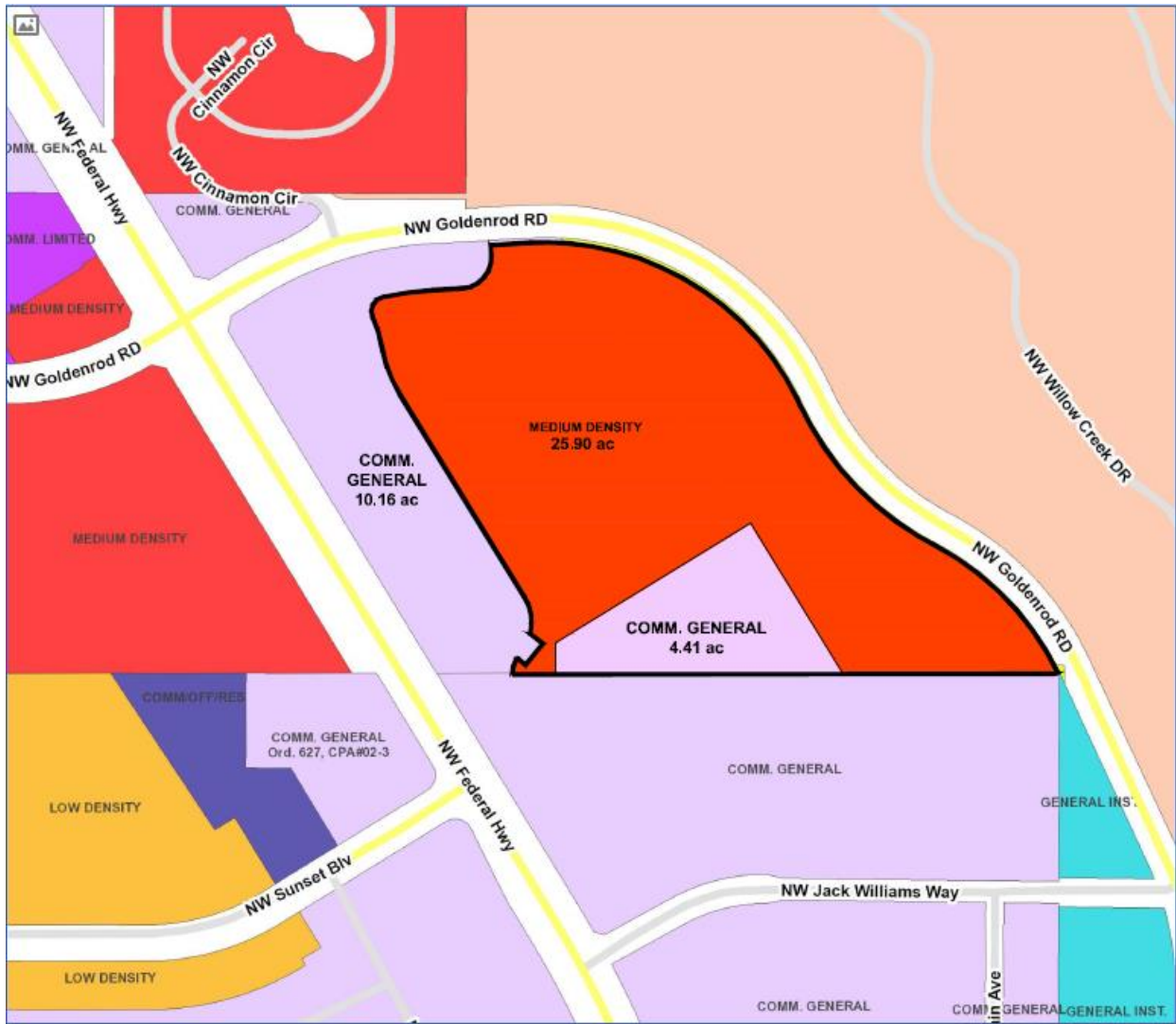


Figure 6, Proposed FLUM, with the subject site highlighted.

#### 2.4 Consistency with the Comprehensive Growth Management Plan

Below is an excerpt from the CGMP describing residential development and specifically the future land use designation of Medium Density Residential, extracted from Policy 4.13A.7.(4), CGMP, Martin County, Fla. (2021).

(4) *Medium Density Residential development.* The Medium Density Residential designation is reserved for land in the core of the Primary Urban Service District and accessible to employment centers. The maximum density is eight units per gross acre. However, sites may be approved for a maximum of 10 units per gross acre (a density bonus), after demonstrating compliance with all of the following criteria:

- (a) The development commits to providing affordable housing to eligible households as defined by Chapter 2 Overall Goals and Definitions;
- (b) The site is or can be serviced by a full complement of urban services including water and wastewater service from a regional public utility;

(c) The applicant provides a significant open space buffer, natural landscape (including a landscaped berm where appropriate), plant material and/or an aesthetic wall or fence to effectively shield the Residential use from any existing or potential adjacent nonresidential use or from any single-family use.

In reviewing specific densities, the aim shall be to preserve the stability of established residential areas. Landscaping, screening, buffering and similar design techniques shall be used to assure a smooth transition between residential structure types and densities.

**Staff Analysis:**

Medium Density Residential allows for residential units at a maximum of 8 units per acre. Since the subject property is 25.9 acres, the maximum potential number of units the subject site can have with the proposed change is 207 units. However, the land is located within an existing PUD. Therefore, the total number of units will depend on the PUD process and final approval by the Board. Depending on what type of use the subject property will have, appropriate buffering and screening will be determined as part of the final site plan approval to ensure that none of the neighboring properties are negatively impacted.

The subject site is located near major arterial roads and is within the PUSD and has access to all the public facilities and services. Future land use designations such as Medium Density Residential is appropriate for sites within the PUSD. Additionally, development of the subject parcel will be infill development.

**2.5. Capital Facilities Impact (i.e. Concurrency Management)**

Policy 4.1B.2. of the Future Land Use Element states: “All requests for amendments to the FLUMs shall include a general analysis of (1) the availability and adequacy of public facilities and (2) the level of services required for public facilities in the proposed land uses. This analysis shall address, at a minimum, the availability of category A and category C service facilities as defined in the Capital Improvements Element. No amendment shall be approved unless present or planned public facilities and services will be capable of meeting the adopted LOS standards of this Plan for the proposed land uses. The Capital Improvements Element, or other relevant plan provisions, and the FLUMs may be amended concurrently to satisfy this criterion. The intent of this provision is to ensure that the elements of the CGMP remain internally consistent.”

**2.5.1. Mandatory Facilities**

**2.5.1.1. Water/Sewer Facilities**

The parcel is located in the Martin County Utilities Area. The site has adequate water and sewer lines, with a Potable Water line and a main sewer line, Sewer Forcemain. Any proposed development will be required to submit an application for Development Review. The County will provide services subject to development plan approval, execution of a service agreement and a payment of appropriate fees and charges.

A staff memorandum from Utilities Department staff is attached to this staff report.

**2.5.1.2. Drainage Facilities**

Level of Service for drainage facilities is listed below. Compliance with the following levels of service requirements must be evaluated with the submittal of a site plan. The developed site must comply with the following policies.

Policy 14.1A.2.(2) County water management systems:



Level of Service

Major Drainage Ways (over one square mile) - 8.5" in a 24-hour period (25 year/24-hour design storm)

Underground Facilities Utilizing Storm Sewers - 6" in a 24-hour period (5 year/24-hour design storm)

All Other Facilities - 7" in a 24-hour period (10-year/24-hour design storm)

Finished Floor Elevation - 100-year/3-day storm

(a) Building floors shall be at or above the 100-year flood elevations, as determined from the most appropriate information, including Federal Flood Insurance Rate Maps. Both tidal flooding and the 100-year, 3-day storm event shall be considered in determining elevations. Lower floor elevations will be considered for agricultural buildings and boat storage facilities that are nonresidential and not routinely accessed by the public.

(b) All project sites shall control the timing of discharges to preclude any off-site impact for any storm event. The peak discharge rate shall not exceed the predevelopment discharge rate for the 25-year frequency, 3-day duration storm event.

The minimum roadway flood protection design storm shall be the 10-year frequency, 24-hour duration storm event unless the roadway is classified as a scenic corridor, in which case the flood protection design storm will consider maintaining the character of the roadway.

**2.5.1.3. Transportation**

Policy 5.2A.1, states: "Establish a base level of service. The LOS standard for all roadways in unincorporated Martin County is LOS D in the peak hour/peak direction. Standards for the State Highway System are guided by FDOT's latest 'LOS Policy'. The methodology for determining roadway facilities' level of service shall adhere to the methodologies identified in the latest FDOT's Q/LOS Handbook."

A memorandum from Public Works Department staff is attached.

**2.5.1.4 Solid Waste Facilities**

The proposed Future Land Use designation does not exceed the level of service (LOS) criteria for solid waste facilities. The required LOS in Martin County is 1.06 tons of capacity per weighted population. The weighted average population (the average of seasonal and full-time residents) countywide in Fiscal year 2022 is 163,180 persons. In fiscal year 2022, there are 244,770 tons of available capacity or 1.50 tons per weighted person. The proposed change will not reduce the level of service below capacity.

**2.5.1.5. Parks/Recreation Facilities**

Parks and recreation facilities are calculated on a countywide basis. The county has a total population in Fiscal Year 2022 of 163,280 persons. There are currently 943.61 acres of active parkland available in the County. The 2022 Capital Improvements Plan provides the following LOS analysis for services. The proposed change will not reduce active parks and recreation level of service below capacity.

	REQUIRED LOS	PROVIDED	CURRENT LOS
ACTIVE PARKLAND	3 acres per 1,000 residents	844 acres	5.17 acres per 1,000 residents
BEACH FACILITIES	9 parking spaces per 1,000 residents	1,350 spaces	8.3 spaces per 1,000 residents

**2.5.1.6. Fire/Public Safety/EMS**

The following table shows the levels of service adopted in Chapter 14, Capital Improvements. Level of Service Area: Unincorporated Martin County. The analysis is based upon a 2022 (weighted average) population in unincorporated Martin County of 149,797 persons. The proposed future land use change will not diminish the level of service below capacity.

	Travel time	Areas of Martin County	Required LOS Percent of time	Current LOS Percent of time
Advanced life support	8 minutes	Urban	90	96
Advanced life support	20 minutes	Rural	90	96
Basic life support	6 minutes	Urban	90	96
Basic life support	15 minutes	Rural	90	96
Fire response	6 minutes	Urban	90	96
Fire response	15 minutes	Rural	90	96

**2.5.1.7. Schools**

The LOS for public school facilities is established by CGMP Policy 17.1A.1. Pursuant to CGMP Policy 17.1B.1, final site plans that include residential units can be approved by the County “only after receipt of a School Concurrency Report from the School District stating that adequate capacity exists for the anticipated students.”

Please see the attached General School Capacity Analysis. At a future date, during the final site plan review process, the County must coordinate with the School Board of Martin County for a LOS analysis as provided for under Section 17.7. CGMP.

**2.5.2. Non-Mandatory Facilities**

**2.5.2.1. Libraries**

Library level of service is calculated on a countywide basis and has a goal of 0.60 gross square feet of library space for each resident. Two volumes of reading material are also planned for each weighted resident. The Fiscal Year 2022 Capital Improvement Plan shows the current LOS is 0.59 square feet per resident and 1.76 volumes per weighted resident. There is currently a deficit in volumes per weighted resident. The proposed future land use change will not impact the Library level of services, as they are already below the required level of service.

**3. FIGURES/ATTACHMENTS**

- Figure 1, Location Map
- Figure 2, Soil Map
- Figure 3, Wetland Map
- Figure 4, Wellfield Protection Zone Map
- Figure 5, Existing FLUM
- Figure 6, Proposed Map
- Memo from Utilities Department
- Memo from Public Works Department
- Memo from School District (General School Capacity Analysis)

Staff Correspondence  
CPA 21-15 West Jensen PUD  
Future Land Use Map  
Amendment

# Martin County School District CIP

## School Concurrency Determination

**Project:** West Jensen PUD, Parcels 6.1 – 6.4  
**Date Received:** 9/10/2021  
**Project #:** W038-102 – Revised Master Plan  
**Owner/Applicant:** Jensen Bch., Land Company, Ltd. / Lucido & Assoc.  
**Location:** North of Jensen Bch., Blvd., between US1 east side, and NW Goldenrod Rd. Jensen Beach

**Planned Project Units:** 169 Townhomes

**Project Unit Yield by Type of School**

School Type	Rate	Students
Elementary:	.0997	17
Middle School:	.0510	8
High School:	.0709	12
<b>SGR =</b>	<b>.2216</b>	<b>37</b>

**Concurrency Service Area Analysis:**

CSA ANALYSIS	A	B	C	D	E	F	G	H
<b>NORTH CSA SCHOOLS</b>	LOS CAPACITY	3 YR. ADDED CAPACITY	TOTAL LOS CAPACITY (A+B)	CURRENT ENROLLED as of 8.25.21	PROJECTS w/RESERVED CAPACITY	THIS PROJECT DEMAND	TOTAL DEMAND (D+E+F)	AVAILABLE LOS CAPACITY (C - G)
<b>Elementary</b>								
Felix Williams Elem	710	0	710	549	69	0	618	92
Jensen Beach Elem (Z)	743	82	825	556	73	17	646	179
Total	1453	82	1535	1105	142	17	1264	271
<b>Middle</b>								
Stuart Middle	1314	0	1314	815	103	8	926	388
<b>High</b>								
Jensen Beach High	1914	0	1914	1429	185	12	1626	288

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

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

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

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

1. None.

**School District Contact:** Kimberly Everman, Capital Planner/Project Specialist

**Date Issued:** 10/13/2021

**Telephone:** 772- 219-1200, Ext.30220

**E-Mail:** [evermak@martinschools.org](mailto:evermak@martinschools.org)

MARTIN COUNTY, FLORIDA  
INTER-OFFICE MEMORANDUM

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**TO:** Glen Rosado  
Planner

**DATE:** December 21, 2021

**FROM:** Jim Christ   
Project Manager

**SUBJECT:** Comprehensive Plan Amendment CPA 21-15 West Jensen

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After a review of the materials received December 21, 2021 the Utilities and Solid Waste Department have the following comments:

**BACKGROUND:**

Description:

The 25.9 acre parcel on NW Goldenrod Rd, east of US-1 in Jensen Beach.

**APPLICANT REQUEST:** The request is from General Commercial and Industrial to Medium Density Residential (allowing eight units per acre). The effect of the change will be to go from allowing no residential units to 169 residential units consisting of 105 townhomes and 64 duplex units.

The entire site is 25.90 -acres.

Existing Future Land Use: General Commercial and Industrial

Proposed Future Land Use: Medium Density Residential (allowing eight units per acre)

Existing Development: N/A

Utilities: Water and wastewater services for the project will be provided by Martin County Utilities.

Project Coordinator: Glen Rosado Planner

## **COMMENTS:**

### **Utilities Comments:**

The review of the proposed land use change indicates General Commercial (19% coverage of 25.90 acres = 21,250 gpd) and Industrial to Medium Density Residential (169 multifamily 21,125 gpd) minimal change in the intensity of use on the parcel for water and wastewater level of service. Any proposed Development will be required to submit an application for Development Review. At that time the level of service for water and wastewater will be determined. The Utility Provider Martin County Utilities will provide service subject to development plan approval, execution of a service agreement, payment of appropriate fees and charges.

### **Wellfield/Groundwater Protection Comments:**

If groundwater or surface water withdrawals are proposed for irrigation, the applicant will be required to submit a groundwater computer model and submit a South Florida Water Use Permit.

The Ground Water Protection Ordinance requires the applicant to identify and evaluate ground water and surface water withdrawals as a part of all preliminary development plan and minor nonresidential site plan applications [Ref. Code, CODE, 159.163. Art. 6]

JC/jc



July 26, 2021

Hand Delivery

Paul Schilling, Director  
 Martin County Growth Management Department  
 2401 SE Monterey Road  
 Stuart, Florida 34996

**Re: West Jensen PUD Parcels 6.1/6.2/6.3/6.4 – Comprehensive Plan Future Land Use Map (FLUM) Amendment (Our Reference: #21-015)**

Dear Paul:

On behalf of the property owner, Jensen Beach Land Company, Ltd., and the contract purchaser, Mattamy Homes, we are pleased to submit this application for a future land use map amendment from General Commercial and Industrial to Medium Density Residential.

In conjunction with this Future Land Use Map Amendment, we have also submitted a PUD Amendment and revised master plan/final site plan application for 169 residential units, which consist of 105, two-story, fee simple townhome units and 64 duplex units.

The application to revise the West Jensen Phase 1B master plan is necessary to...

- 1) Consolidate Parcels 6.1 through 6.4 into a single 25.9-acre parcel;
- 2) Change the future land use from General Commercial and Industrial to Medium Density Residential; and
- 3) Convert 58,000 sf of Industrial building area and 235,000 sf of General Commercial building area to 169 residential units.

With this understanding, please find enclosed the application fee check made payable to the Martin County Board of Commissioners in the amount of \$6,100, the CD with PDF copies of the application materials, and the original application package containing the following materials:

1. Application form;
2. Application justification and compliance analysis;
3. Notarized power of attorney authorizing representation by Lucido & Associates;
4. Recorded deed;
5. The Disclosure of Interest Affidavit;
6. Legal description;
7. Current aerial map;
8. Location-parcel map;
9. Current future land use map;
10. Proposed future land use map;
11. Current zoning map;
12. Soil survey map;
13. FEMA map;
14. Traffic impact analysis;

Paul Schilling, Director  
July 26, 2022  
Page 2 of 2

15. School impact worksheet;
16. Water & sewer availability worksheet; and
17. Signed & sealed boundary survey/, and digital copy of same.

The certified list of surrounding property owners will be submitted prior to being scheduled for a public hearing.

Please feel free to contact me if you have any questions or need additional materials.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Crady', written in a cursive style.

Morris A. Crady, AICP  
Senior Vice President





# COMPREHENSIVE PLAN AMENDMENT APPLICATION

## A. General Information:

Type of Application: Future Land use Map Amendment

Name or Title of Project:  
West Jensen PUD, Parcels 6.1 - 6.4

### Future Land Use Amendment

#### Location of Project and Description of Proposal:

The 25.9-acre subject property is located on NW Goldenrod Road, east of US-1 in Jensen Beach. The application includes a land use amendment from Industrial and General Commercial to Medium Density Residential concurrent with a PUD Amendment/Revised Master Site Plan and Final Site Plan application for 169 residential units consisting of 105 fee simple townhome units and 64 duplex units.

#### Parcel Control Number(s):

14-38-40-000-046-00010-8

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Is Project within a CRA? Which One?:	<u>Not in CRA</u>	<input type="checkbox"/>
Size of Project (Acres):	<u>25.9 ac</u>	
Current Future Land Use Designation:	<u>General Commercial and Industrial</u>	
Current Zoning Designation:	<u>PUD</u>	
Proposed Future Land Use Designation:	<u>Medium Density Residential</u>	
Proposed Zoning Designation:	<u>No change to zoning is needed</u>	

### Text Amendment

Proposed Elements to Amend:  
Not applicable

**Description of Text Amendment:**

Not applicable

**Property Owner:**

Name or Company Name Jensen Beach Land Company, Ltd.  
 Company Representative Alberto Micha  
 Address 336 E. Dania Beach Boulevard  
 City Dania State FL Zip 33004  
 Phone     -     -     Fax     -     -      
 Email \_\_\_\_\_

**Agent:**

Name or Company Name Lucido & Associates  
 Company Representative Morris A. Crady, Senior Vice Pres., AICP  
 Address 701 SE Ocean Blvd  
 City Stuart State FL Zip 34994  
 Phone 772 - 220 - 2100 Fax 772 - 223 - 0220  
 Email mcrady@lucidodesign.com

**Contract Purchaser:**

Name or Company Name Mattamy Homes   
 Company Representative Tony Palumbo, Vice President  
 Address 2500 Quantum Lakes Drive  
 City Boynton Beach State FL Zip 33426  
 Phone 561 - 413 - 6096 Fax     -     -      
 Email \_\_\_\_\_

**Land Planner:**

Name or Company Name Same as agent  
 Company Representative \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone     -     -     Fax     -     -      
 Email \_\_\_\_\_

**Traffic Engineer:**

Name or Company Name Pinder Troutman Consulting, Inc.   
 Company Representative Rebecca Mulcahy, P.E.  
 Address 2005 Vista Parkway, Suite 111  
 City West Palm Beach State FL Zip 33411  
 Phone 561 - 296 - 9698 Fax     -     -      
 Email \_\_\_\_\_

**Attorney:**

Name or Company Name \_\_\_\_\_

Company Representative \_\_\_\_\_

Address \_\_\_\_\_

City Stuart State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Fax \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Email \_\_\_\_\_

**Other Professional:**

Name or Company Name \_\_\_\_\_

Company Representative \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Fax \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Email \_\_\_\_\_

**B. Applicant or Agent Certification:**

I have read this application, and to the extent that I participated in the application, I have answered each item fully and accurately.

[Signature] 7-26-2021  
 Applicant's signature Date

Morris A. Crady  
 Printed name

**NOTARY ACKNOWLEDGMENT**

STATE OF Florida

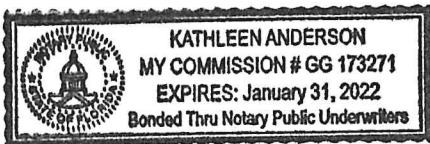
COUNTY OF Martin

I hereby certify that the foregoing instrument was acknowledged before me this 26 day of July, 2021, by Morris Crady.  
 He or she  
 is personally known to me or  has produced \_\_\_\_\_ as identification.

[Signature]  
 Notary public signature

Kathleen Anderson  
 Printed name

State of Florida at-large



**Applicant or Agent Certification:**

Applicant declares:

He/she understands that this application is submitted pursuant to Chapter I, Section 1-11 of the Martin County Comprehensive Growth Management Plan and Chapter 163, Part II (The Community Planning Act) of the Florida Statutes. The public record of this matter will consist of this application, the exhibits, documents or other materials prepared by the applicant and submitted to the Martin County Growth Management Department; information or materials the Martin County Growth Management Department may submit: public comment submitted through the Martin County Growth Management Department; and comments made at public hearings related to this application.

He/she understands the application must be submitted during the established submission period to: Martin County, Growth Management Department, 2401 SE Monterey Road, Stuart, FL 34996. Completeness of application is the responsibility of the applicant. Applications not complete by the sufficiency due date will be returned to the applicant.

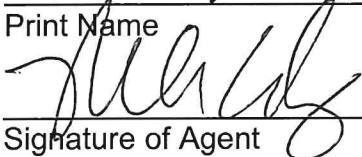
Applicant/Owner:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Applicant

Applicant Agent:

Morris A. Crady  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature of Agent

Note: The above noted agent, or owner, if no agent is listed, address and phone number will be used by the County as the single contact for all correspondence and other communication.

## APPLICATION JUSTIFICATION

### 1.0 Comprehensive Growth Management Plan Future Land Use Amendment Criteria.

The application for a future land use amendment on the subject property is as follows:

<u>Future Land Use (Zoning)</u>	<u>Existing</u>	<u>Proposed</u>
<b>Industrial (PUD)</b>	11.45 acres	0 acres
<b>General Commercial (PUD)</b>	14.45 acres	0 acres
<b>Medium Density Residential (PUD)</b>	<u>0 acres</u>	<u>25.90 acres</u>
Total:	25.90 acres	25.90 acres

### Future Land Use Map Amendment

According to Section 1.11.C(2) of the Comprehensive Growth Management Plan (CGMP), staff can recommend approval of the requested future land use amendments provided they are consistent with all other elements of the CGMP and at least one of the following 4 criteria has been demonstrated by the applicant to exist (The proposed request clearly meets the first 2 of the 4 criteria.):

(Please note that the language *italicized* is actual language from the CGMP. Justification for the proposed change and applicant's responses are provided within the "boxed-in" sections that follow.)

- 1.1 *"(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*
- 1.2 *"(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..."*

The proposed request clearly meets these criteria.

The subject property is part of the West Jensen Planned Unit Development (PUD) that was originally approved in 1989 as a Development of Regional Impact (DRI). The subject property is one of the few remaining commercial and industrial properties remaining within the PUD. The current PUD/DRI allows up to 58,000 sf of Limited Industrial building area and 235,000 sf of General Commercial building area on the 26-acre (+/-) subject property. The proposed amendment acknowledges the abundance of commercial uses in the area and responds to current commercial market trends such as e-commerce that have significantly reduced the demand for additional shopping centers and big box retail outlets. The conversion from commercial and industrial land use to residential land use is consistent with the development trend in the area and attempts to satisfy the lack of available residential land to meet anticipated growth in the area. The proposed change reduces the traffic impact on surrounding roadways and is supported by existing drainage, water and wastewater treatment facilities, and other public infrastructure and facilities. In fact, surrounding public infrastructure and services including the expansion of US-1, the construction of Goldenrod Road and Green River Parkway, the expansion of water/sewer facilities and the donation of the Martin County Library site, were original development order conditions fulfilled by the West Jensen master developer.

Comprehensive Plan Amendment – Future Land Use Map

**1.3**      *“(c) The proposed change would correct what would otherwise appear to be an inappropriately assigned land use designation; or...”*

This criterion is not applicable. The requested change in land use is primarily justified by the growth that has occurred over the past 30 years, particularly the consumption of vacant land within the Primary Urban Service District, and the need to plan for future growth in accordance with existing CGMP policies.

**1.4**      *“(d) The proposed change would fulfill a public service need that enhances the health, safety, or general welfare of County residents.”*

This criterion is not applicable. However, the proposed amendment clearly meets 2 of the 4 criteria. Staff can recommend approval of the requested change provided at least one of the four criteria has been demonstrated by the applicant to exist and the amendment is consistent with all other elements of the CGMP.

**2.0      Physical Characteristics of the Site.**

The property is heavily impacted with exotic plant species and does not contain any required upland or wetland preserve areas. All West Jensen PUD preserve requirements have been met off site and are subject to an approved Preserve Area Management Plan.

**2.1      Compatibility with Surrounding Uses.**

The property is located between US-1 and Goldenrod Road. It is bound on the south by an existing commercial shopping center (Home Depot) and across the street (US-1) from existing retail uses including Lowes and BJ's Wholesale Club. The Cinnamon Tree multi-family project, which existed before the West Jensen PUD was approved, is located north of the subject property across Goldenrod Road. Commercial outparcels along US-1 have been approved for the development of Wawa and Chik-fil-A. The proposed change to Medium Density Residential allows multi-family development compatible with the surrounding commercial properties and consistent with the future land use that supports the Cinnamon Tree residential development.

**2.2      Analysis of Applicable Comprehensive Growth Management Plan (CGMP) Policies**

The following CGMP policies support the proposed land use amendment:

*“Goal 4.7: To regulate urban sprawl by directing growth in a timely and efficient manner to areas with urban public facilities and services, where they are programmed to be available, at the levels of service adopted in this plan.”*

*“Objective 4.7A: To concentrate higher densities and intensities of development in strategically located Primary Urban Services Districts, including commercial, industrial and residential*

Comprehensive Plan Amendment – Future Land Use Map

*development exceeding a density of two units per acre, where all public facilities are available or are programmed to be available at the base levels of service adopted in the Capital Improvements Element.”*

*“Policy 4.7A.1: Designation of land uses to support urban services. Martin County shall designate land uses in the Primary Urban Services District to provide for the use and extension of all necessary urban services efficiently and economically.”*

*“Objective 4.7A: To concentrate higher densities and intensities of development in strategically located Primary Urban Services Districts, including commercial, industrial and residential development exceeding a density of two units per acre, where all public facilities are available or are programmed to be available at the base levels of service adopted in the Capital Improvements Element.”*

*“Policy 4.7A.1: Designation of land uses to support urban services. Martin County shall designate land uses in the Primary Urban Services District to provide for the use and extension of all necessary urban services efficiently and economically.”*

*“Policy 4.7A.2: Development in the Primary Urban Services District. Martin County shall require new residential development with lots of one-half acre or smaller, commercial uses and industrial uses to locate in the Primary Urban Services District. This requirement is to ensure consistency with the County’s growth management policies and Capital Improvements Element and to ensure that the Plan’s LOS standards will be provided and maintained cost-efficiently.”*

*“Goal 4.9. To provide for appropriate and adequate lands for residential land uses to meet the housing needs of the anticipated population and provide residents with a variety of choices in housing types and living arrangements throughout the County.”*

*Policy 4.9A. To monitor population growth, development orders and Future Land Use Map amendments to ensure that an appropriate and adequate supply of residential land use is maintained in unincorporated areas of the County.*

*“Policy 4.9A.1: Suitable siting of residential development. Residential development shall be located in areas that are suitable in terms of efficient land use planning principles regarding the location and design of units; projected availability of services and infrastructure capacity; proximity and accessibility to employment, commercial and cultural centers and fire and police protection; avoidance of adverse impacts to natural resources; and continued viability of agricultural uses. The guideline for determining proximity is that commercial and employment opportunities are within 7.5 miles or 20 minutes.”*

*“Objective 4.9D. To ensure that the Land Development Regulations to include requirements that ensure orderly transitions in residential densities in land use categories and PUDs.”*

*“Policy 4.9D.1. Procedures for orderly transitions in residential density. At a minimum, these regulations shall:*

- (1) Allocate residential densities compatible with available public services, natural features of land and existing and anticipated future development;*
- (2) Allocate higher densities to sites highly accessible to major urban thoroughfares or urban collector streets and to sites adjacent to existing development with the same or higher density or a less restrictive zoning district;*
- (3) Allocate higher densities to sites highly accessible to major urban thoroughfares or*

Comprehensive Plan Amendment – Future Land Use Map

*urban collector streets and to sites adjacent to existing development with the same or higher density or that can be adequately buffered from adjacent existing development or otherwise meet the density transitioning requirements of Section 4.1F.1., if applicable;”*

*“Policy 4.13A.7. Residential Development. The Future Land Use Map allocates urban residential density based on population trends, housing needs; and past trends in the character, magnitude and distribution of residential land consumption patterns. Consistent with the goals, objectives and policies of the CGMP, including the need to provide and maintain quality residential environments, it also preserves unique land and water resources and plans for fiscal conservancy.”*

*(4) Medium Density Residential development. The Medium Density Residential designation is reserved for land in the core of the Primary Urban Service District and accessible to employment centers. The maximum density is eight units per gross acre.*

The subject property is highly accessible to major urban thoroughfares and urban collector streets. All public facilities and services are currently in place or planned to be in place when development occurs.

The change to Medium Density Residential future land use is consistent with all the Comprehensive Growth Management Plan (CGMP) policies above and compatible with the pattern of growth that has occurred along the US-1 corridor over the past 40 years since the original Comprehensive Plan future land use maps were adopted in 1982, and particularly, the past 30 years since the West Jensen PUD/DRI was originally approved. The Medium Density future land use designation creates a reasonable and appropriate land use transition from the adjacent commercial and highway-oriented development surrounding the subject property and is compatible with the adjacent Cinnamon Tree development, which is also designated for Medium Density Residential future land use. The proposed request provides equitable treatment to the property owner, consistent with CGMP policies, while furthering the CGMP policies that promote an efficient use of public infrastructure and a mix of housing opportunities in the Primary Urban Service District.

### **2.3 Urban Sprawl.**

*Urban Sprawl is defined in HB 7207 as a development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.*

The proposed land use amendment recognizes the availability of existing or planned public facilities adjacent to and surrounding the subject property. The mix of housing opportunities provided by the proposed Medium Density Residential future land use designation coupled with the mix of surrounding Institutional and Commercial land uses eliminate the potential for urban sprawl by creating a reasonable balance of uses where residents can live, work and play.



## 2.4 Availability of Public Facilities And Services.

*“Policy 4.1B.2. Analysis of Availability of Public Services. All requests for amendments to the FLUMS shall include a general analysis of (1) the availability and adequacy of public facilities and (2) the level of services required for public facilities in the proposed land uses...”*

All mandatory public facilities and services are currently in place or planned to be available when development occurs. The proposed land use amendment from commercial and industrial uses to residential use actually reduces the impact on surrounding roadways. As a Development of Regional Impact (DRI), the development impacts from the West Jensen PUD/DRI have been programmed into the County’s Capital Improvement Plan since the project was originally approved in 1989. In fact, surrounding public infrastructure and services including the expansion of US-1, the construction of Goldenrod Road and Green River Parkway, the expansion of water/sewer/IQ services and the donation of the Martin County Library site, were development order conditions fulfilled by the West Jensen master developer. These improvements support not only the West Jensen project but also numerous surrounding properties.

**JENSEN BEACH LAND COMPANY, LTD.**

336 E. Dania Beach Boulevard  
Dania, FL 33004

July 13, 2021

Paul Schilling, Director  
Martin County Growth Management Department  
2401 S.E. Monterey Road  
Stuart, FL 34996

Re: West Jensen PUD, Parcels 6.1 - 6.4

Dear Mr. Schilling:

As owner of the property referenced above, please consider this letter formal authorization for Lucido & Associates to represent Jensen Beach Land Company, Ltd., a Florida limited partnership, during the governmental review process of the applications to Martin County for a Comprehensive Plan Future Land Use Amendment, and for a PUD Amendment, Revised Master Plan and Final Site Plan for West Jensen PUD.

Sincerely,

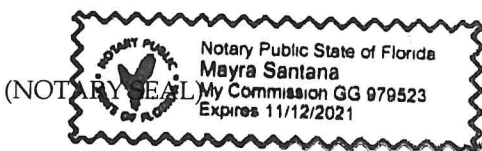
JENSEN BEACH LAND COMPANY, LTD.,  
a Florida limited partnership

By: Jensen Beach Corporation, a Florida  
Corporation, Its General Partner

By: [Signature]  
Alberto Micha-Buzali, Vice President

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13<sup>th</sup> day of July, 2021, by ALBERTO MICHA-BUZALI as Vice President of JENSEN BEACH CORPORATION, a Florida corporation, as General Partner of JENSEN BEACH LAND COMPANY, LTD., a Florida limited partnership. He  is personally known to me or  has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
My Commission Expires: 11/12/2021

WARRANTY DEED  
INDIVID TO INDIVID

805598

RECORD VERIFIED

This Warranty Deed Made the 2nd day of ~~December~~ <sup>January</sup> A. D. 19 89 by

GERALD H. McATEER AND BETH BARTON McATEER, his wife

hereinafter called the grantor, to

JENSEN BEACH LAND COMPANY, LTD., a Florida Limited Partnership

whose postoffice address is 752 Jensen Beach Boulevard, Jensen Beach, FL. 34957  
hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth:** That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, releases, conveys and confirms unto the grantee, all that certain land situate in Martin County, Florida, viz:

Lots 11 and 12, Block 1, ST. LUCIE GARDENS, Section 18, Township 37 South, Range 41 East, according to the Plat thereof, recorded in Plat Book 1, Page 35, Public Records of St. Lucie (now Martin) County, Florida.

I.D. #18-37-41-004-001-00110-9

FLA. DOC. PAID  
\$ 112.20  
Marsha Stiller  
Clerk of Circuit Court  
Martin Co., Fla.  
By fw D.C.

FILED FOR RECORD  
MARSHA STILLER  
CLERK OF CIRCUIT COURT  
MARTIN CO., FLA.  
90 JAN -5 PM 3:05  
BY EM D.C.

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

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

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1989.

**SUBJECT TO:**

1. Restrictions, reservations, limitations and easements of record, if any; this reference to said restrictions shall not operate to reimpose the same.
2. Zoning ordinances affecting said property.

**In Witness Whereof,** the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Kevin L. Newell  
Richard A. Diamond  
District  
XXXXX OF Columbia  
COUNTY OF WASHINGTON DC

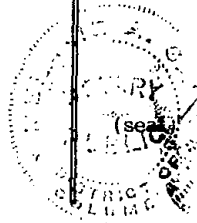
Gerald H. McAteer [Seal]  
GERALD H. McATEER  
Beth Barton McAteer [Seal]  
BETH BARTON McATEER

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

Gerald H. McAteer & Beth Barton McAteer, his wife

to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of ~~December~~ <sup>JANUARY</sup> ~~December~~ <sup>2nd</sup>, A. D. 19 ~~89~~ <sup>90</sup>.



Melanie A. Sals  
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires July 31, 1994

OR BK 84 | PG 231

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## DISCLOSURE OF INTEREST AFFIDAVIT

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared the undersigned person on the date set forth below, who, first being duly sworn, deposes and says under penalties of perjury:

1. That the record property owner(s) of the Real Property described in **Exhibit "A"** to this Affidavit is (are) as follows:

Name	Address
Jensen Beach Land Company, Ltd., a Florida limited partnership	336 E. Dania Beach Blvd. Dania, FL 33004
Jensen Beach Corporation, a Florida corporation	336 E. Dania Beach Blvd. Dania, FL 33004

(If more space is needed attach separate sheet)

2. That the following is a list of every natural person and entity with any legal or equitable interest in the property (as defined in Section 10.2.B.3. Land Development Regulations, Martin County Code):

Name	Address	Interest
See attached Florida Division of Corporation summaries		

(If more space is needed attach separate sheet)

## DISCLOSURE OF INTEREST AFFIDAVIT

3. That the following is a list of those, who have any interest in a contract for sale of the property, or a conveyance of any interest in the property, including but not limited to, real estate brokers and salespersons; and any and all mortgagees of the property:

Name	Address	Interest
Mattamy Palm Beach LLC, a Delaware limited liability company	2500 Quantum Lakes Drive, Suite 215 Boynton Beach, FL 33426	contract purchaser of Parcels 6.1-6.4

(If more space is needed attach separate sheet)

4. That the following is a list of all other applications for which the applicant has an interest as defined in subsection b. and c. of Section 10.2.B.3. Land Development Regulations, Martin County Code currently pending before Martin County. The list shall include any development applications, waiver applications, road opening applications, and lien reduction requests.

Application Name and/or Project Number	Names & Addresses of Parties involved	Date	Type of Application	Status of Application <sup>1*</sup>
W038-095 13 <sup>th</sup> PUD Amendment	Jensen Beach Land Company, Ltd. 336 E. Dania Beach Blvd. Dania, FL 33004	12-3-19	Revised master Parcels 6.1-6.8 final site plan	Pending
W038-096	Same as above	12-13-19	Parcel 6.5 final site plan	Pending
W099-099	Same as above	11-13-20	Parcels 6.1-6.8 plat	Pending

(If more space is needed attach separate sheet)

<sup>1</sup> Status defined as: A = Approved P = Pending D = Denied W = Withdrawn

# DISCLOSURE OF INTEREST AFFIDAVIT

This Affidavit is given for the purpose of establishing compliance with the provisions of Section 10.2.B.3 Land Development Regulations; Martin County Code.

FURTHER AFFIANT SAYETH NOT.

AFFIANT

Signature

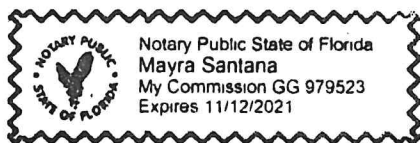
Alberto Micha-Buzali

Print name

STATE OF: FLORIDA

COUNTY OF: BROWARD

The foregoing Disclosure of Interest Affidavit was sworn to, affirmed and subscribed before me by means of [] physical presence or [] online notarization, this 13<sup>th</sup> day of July, 2021, by ALBERTO MICHA-BUZALI, who is [] personally known to me or [] has produced \_\_\_\_\_ as identification.



(Notary Seal)

Signature

Notary Public, State of Florida

Print Name: Mayra Santana

My Commission Expires: 11/12/2021

# DISCLOSURE OF INTEREST AFFIDAVIT

Exhibit "A"  
(Disclosure of Interest Affidavit)  
(Legal Description)

**WEST JENSEN – PARCELS 6.1-6.8  
 LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN SECTIONS 17 AND 18, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**BEGINNING** AT THE SOUTHEAST CORNER OF SAID SECTION 18;

THENCE, SOUTH 89°56'41" WEST ALONG THE SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 1,728.80 FEET TO THE EASTERLY RIGHT OF LINE OF U.S. HIGHWAY 1;

THENCE, NORTH 31°31'37" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 1,109.56 FEET TO THE SOUTHERLY RIGHT OF LINE OF GOLDENROD ROAD;

THENCE, EASTERLY AND SOUTHERLY ALONG SAID GOLDENROD ROAD RIGHT OF WAY THE NEXT 7 COURSES;

1. THENCE, NORTH 13°28'21" EAST A DISTANCE OF 42.42 FEET;
2. THENCE, NORTH 58°28'22" EAST A DISTANCE OF 101.89 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1000.00 FEET, AND A CENTRAL ANGLE OF 28°22'00";
3. THENCE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 495.09 FEET;
4. THENCE, NORTH 86°50'23" EAST A DISTANCE OF 276.84 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 780.00 FEET, AND A CENTRAL ANGLE OF 68°11'24";
5. THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 928.31 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 846.50 FEET AND A CENTRAL ANGLE OF 37°25'21";
6. THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID REVERSE CURVE A DISTANCE OF 552.89 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 780.00 FEET AND A CENTRAL ANGLE OF 37°04'47";
7. THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID REVERSE CURVE A DISTANCE OF 504.79 FEET TO THE SOUTH LINE OF SAID SECTION 17;

THENCE, NORTH 89°33'37" WEST A DISTANCE OF 0.79 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 18 AND THE POINT OF BEGINNING.

CONTAINING 40.47 ACRES MORE OR LESS.





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Partnership  
JENSEN BEACH LAND COMPANY, LTD.

### Filing Information

<b>Document Number</b>	A29266
<b>FEI/EIN Number</b>	65-0160084
<b>Date Filed</b>	11/28/1989
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	CONTRIBUTION CHANGE
<b>Event Date Filed</b>	09/19/1995
<b>Event Effective Date</b>	NONE

### Principal Address

C/O DACAR MANAGEMENT LLC  
336 E. DANIA BEACH BLVD.  
DANIA, FL 33004

Changed: 04/13/2000

### Mailing Address

C/O DACAR MANAGEMENT LLC  
336 E. DANIA BEACH BLVD.  
DANIA, FL 33004

Changed: 04/13/2000

### Registered Agent Name & Address

TOBIN & REYES, P.A.  
225 N.E. MIZNER BOULEVARD  
SUITE 510  
BOCA RATON, FL 33432

Name Changed: 08/01/2016

Address Changed: 08/01/2016

### General Partner Detail

#### **Name & Address**

Document Number S84303

JENSEN BEACH CORPORATION  
 336 E. DANIA BCH BLVD.  
 DANIA, FL 33004

#### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2019	04/05/2019
2020	05/13/2020
2021	04/06/2021

#### Document Images

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<a href="#">12/17/1997 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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## Detail by Entity Name

Florida Profit Corporation

JENSEN BEACH CORPORATION

### Filing Information

<b>Document Number</b>	S84303
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<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	07/25/2017
<b>Event Effective Date</b>	NONE

### Principal Address

C/O DACAR MANAGEMENT LLC  
336 E DANIA BCH BLVD  
DANIA, FL 33004

Changed: 02/08/2001

### Mailing Address

C/O DACAR MANAGEMENT LLC  
336 E DANIA BCH BLVD  
DANIA, FL 33004

Changed: 02/08/2001

### Registered Agent Name & Address

TOBIN & REYES, P.A.  
225 N.E. MIZNER BOULEVARD  
SUITE 510  
BOCA RATON, FL 33432

Name Changed: 08/01/2016

Address Changed: 08/01/2016

### Officer/Director Detail

#### **Name & Address**

Title P, T, D

MICHA, DAVID  
336 E DANIA BEACH BLVD  
DANIA, FL 33004

Title VP, D

MICHA, MOISES  
336 E DANIA BEACH BLVD  
DANIA, FL 33004

Title VP, D

MICHA, ALBERTO  
336 E DANIA BEACH BLVD  
DANIA, FL 33004

Title VPS

MICHA-BUZALI, ALBERTO  
336 E DANIA BEACH BLVD  
DANIA, FL 33004

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<b>Report Year</b>	<b>Filed Date</b>
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<a href="#">07/25/2017 -- Amendment</a>	View image in PDF format
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<a href="#">04/20/2010 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/28/2010 -- Amendment</a>	View image in PDF format
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## **LEGAL DESCRIPTION (PER SURVEYOR)**

A PARCEL OF LAND LYING IN SECTIONS 17 AND 18, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 18;**

THENCE, SOUTH 89°56'41" WEST ALONG THE SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 597.70 FEET;

THENCE, NORTH 31°31'48" WEST A DISTANCE OF 492.99 FEET;

THENCE, SOUTH 58°28'12" WEST A DISTANCE OF 636.83 FEET ;

THENCE, SOUTH 00°03'19" EAST A DISTANCE OF 87.95 FEET TO SAID SOUTH LINE OF SECTION 18;

THENCE, SOUTH 89°56'41" WEST ALONG THE SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 119.90 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 88.00 FEET, A CENTRAL ANGLE OF 31°52'24" AND A CHORD BEARING AND DISTANCE OF NORTH 15°52'52" EAST, 48.33 FEET;

THENCE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 48.95 FEET;

THENCE, SOUTH 51°09'13" EAST A DISTANCE OF 31.36 FEET;

THENCE, NORTH 38°50'47" EAST A DISTANCE OF 75.50 FEET;

THENCE, NORTH 51°09'13" WEST A DISTANCE OF 45.37 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 136.00 FEET, A CENTRAL ANGLE OF 44°42'23" AND A CHORD BEARING AND DISTANCE OF NORTH 09°10'26" WEST, 103.45 FEET;

THENCE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 106.12 FEET;

THENCE, NORTH 31°31'37" WEST A DISTANCE OF 658.30 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 405.00 FEET, A CENTRAL ANGLE OF 20°38'57" AND A CHORD BEARING AND DISTANCE OF NORTH 21°12'09" WEST, 145.17 FEET;

THENCE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 145.96 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 412.00 FEET, A CENTRAL ANGLE OF 12°07'53" AND A CHORD BEARING AND DISTANCE OF NORTH 16°56'36" WEST, 87.07 FEET;

THENCE, NORTHWESTERLY ALONG THE ARC OF SAID REVERSE CURVE A DISTANCE OF 87.23 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 100°37'32" AND A CHORD BEARING AND DISTANCE OF NORTH 27°18'13" EAST, 61.56 FEET;

THENCE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 70.25 FEET TO THE BEGINNING OF A COMPOUND CURVE HAVING A RADIUS OF 883.50 FEET, A CENTRAL ANGLE OF 09°13'24" AND A CHORD BEARING AND DISTANCE OF NORTH 82°13'41" EAST, 142.07 FEET;

THENCE, EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 142.22 FEET;

THENCE, NORTH 86°50'23" EAST A DISTANCE OF 80.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 86.50 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF NORTH 41°50'23" EAST, 122.33 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 135.87 FEET;

THENCE, NORTH 03°09'37" WEST A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF N.W. GOLDENROD ROAD PER OFFICIAL RECORDS BOOK 1356, PAGE 273 AND OFFICIAL RECORDS BOOK 1644, PG. 2669;

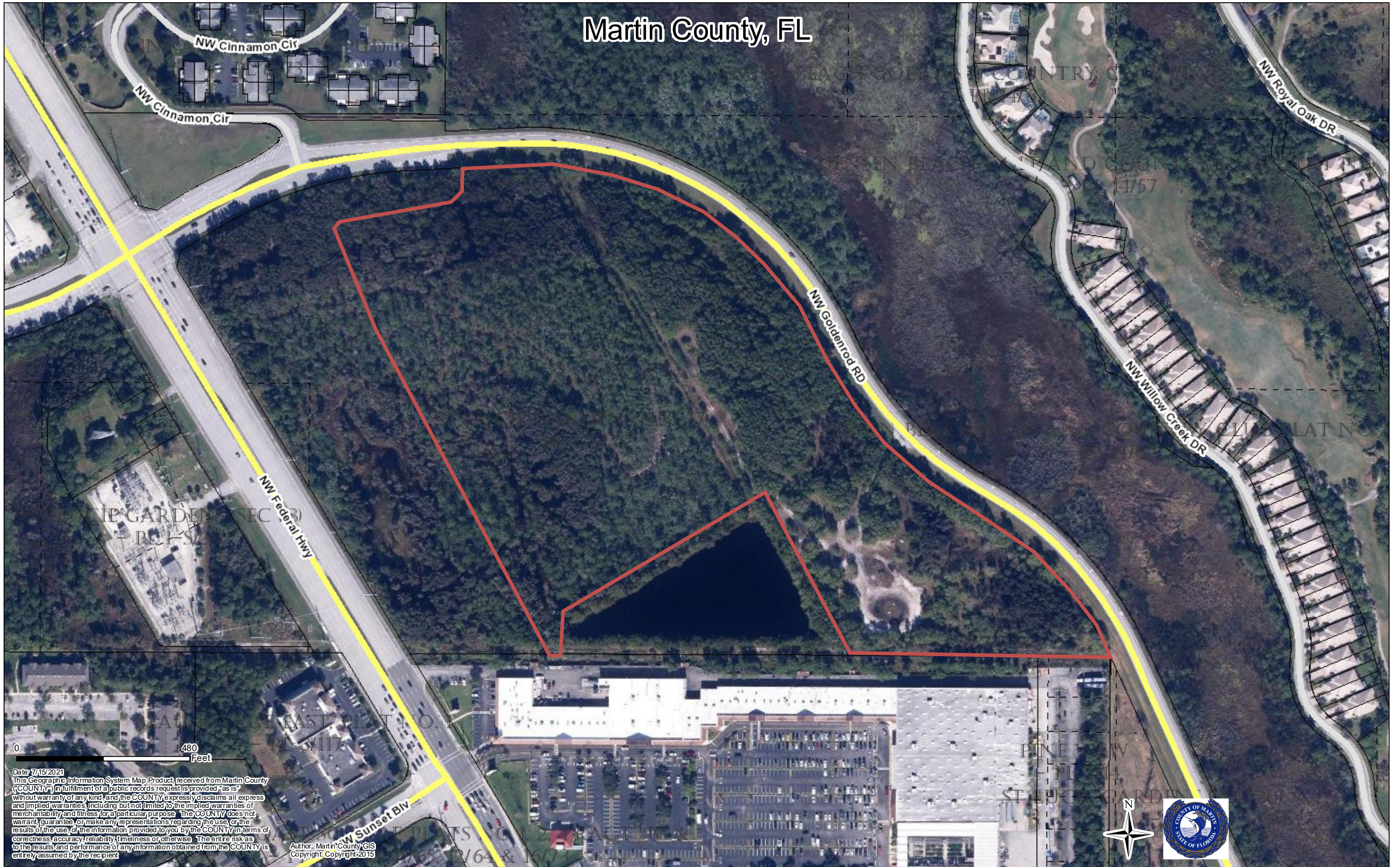
THENCE, EASTERLY AND SOUTHERLY ALONG SAID N.W. GOLDENROD ROAD RIGHT-OF-WAY THE NEXT 4 COURSES;

1. THENCE, NORTH 86°50'23" EAST A DISTANCE OF 110.34 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 780.00 FEET, A CENTRAL ANGLE OF 68°11'24" AND A CHORD BEARING AND DISTANCE OF SOUTH 59°03'56" EAST, 874.48 FEET;
2. THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 928.31 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 846.50 FEET, A CENTRAL ANGLE OF 37°25'21" AND A CHORD BEARING AND DISTANCE OF SOUTH 43°40'55" EAST, 543.11 FEET;
3. THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID REVERSE CURVE A DISTANCE OF 552.89 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 780.00 FEET, A CENTRAL ANGLE OF 37°04'47" AND A CHORD BEARING AND DISTANCE OF SOUTH 43°51'11" EAST, 496.03 FEET;
4. THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID REVERSE CURVE A DISTANCE OF 504.79 FEET TO THE SOUTH LINE OF SAID SECTION 17;

THENCE, NORTH 89°33'37" WEST ALONG SAID SOUTH LINE OF SECTION 17 A DISTANCE OF 0.79 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 18 AND THE **POINT OF BEGINNING**.

CONTAINING 1,128,386 SQUARE FEET OR 25.90 ACRES MORE OR LESS.

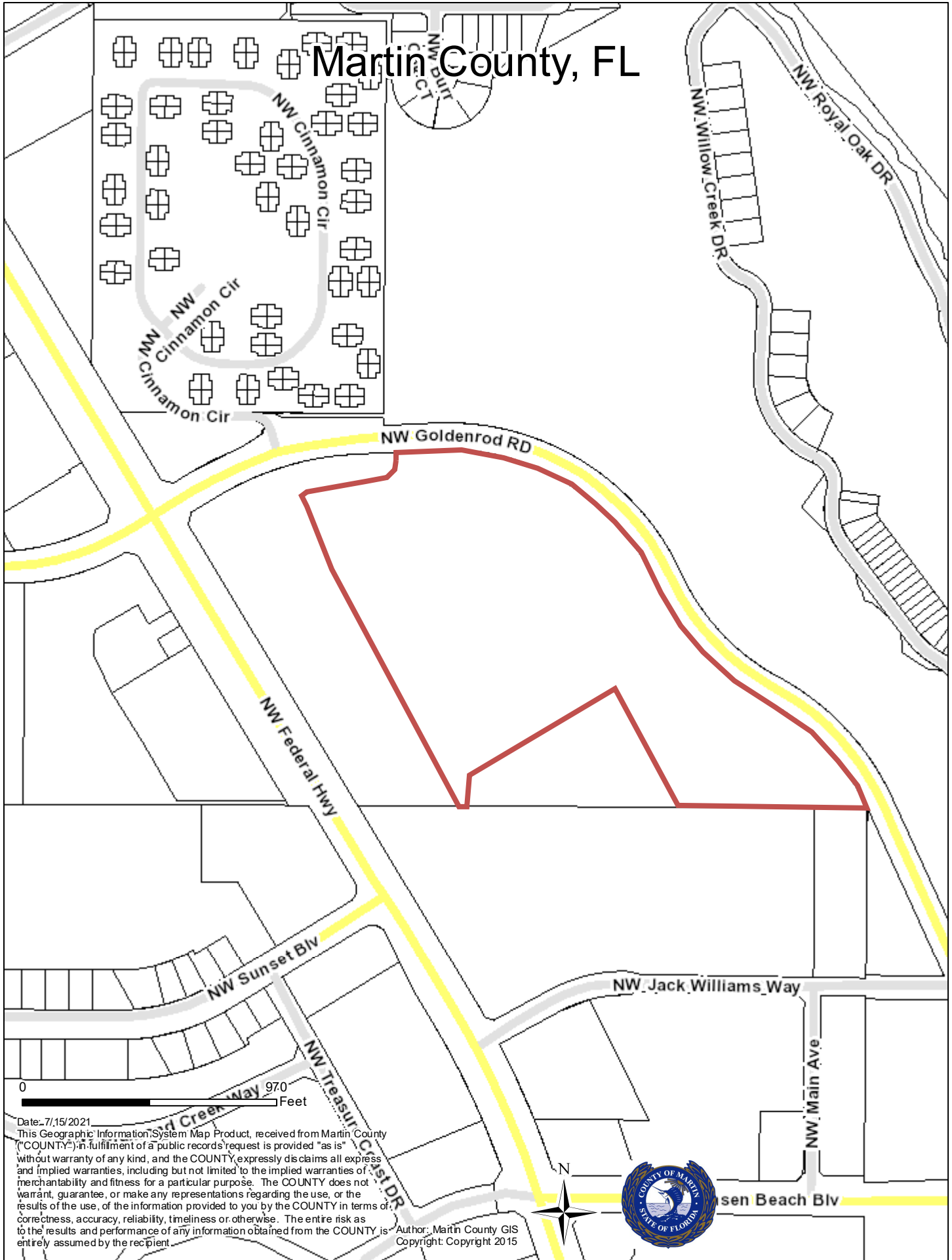
# Martin County, FL



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# Martin County, FL

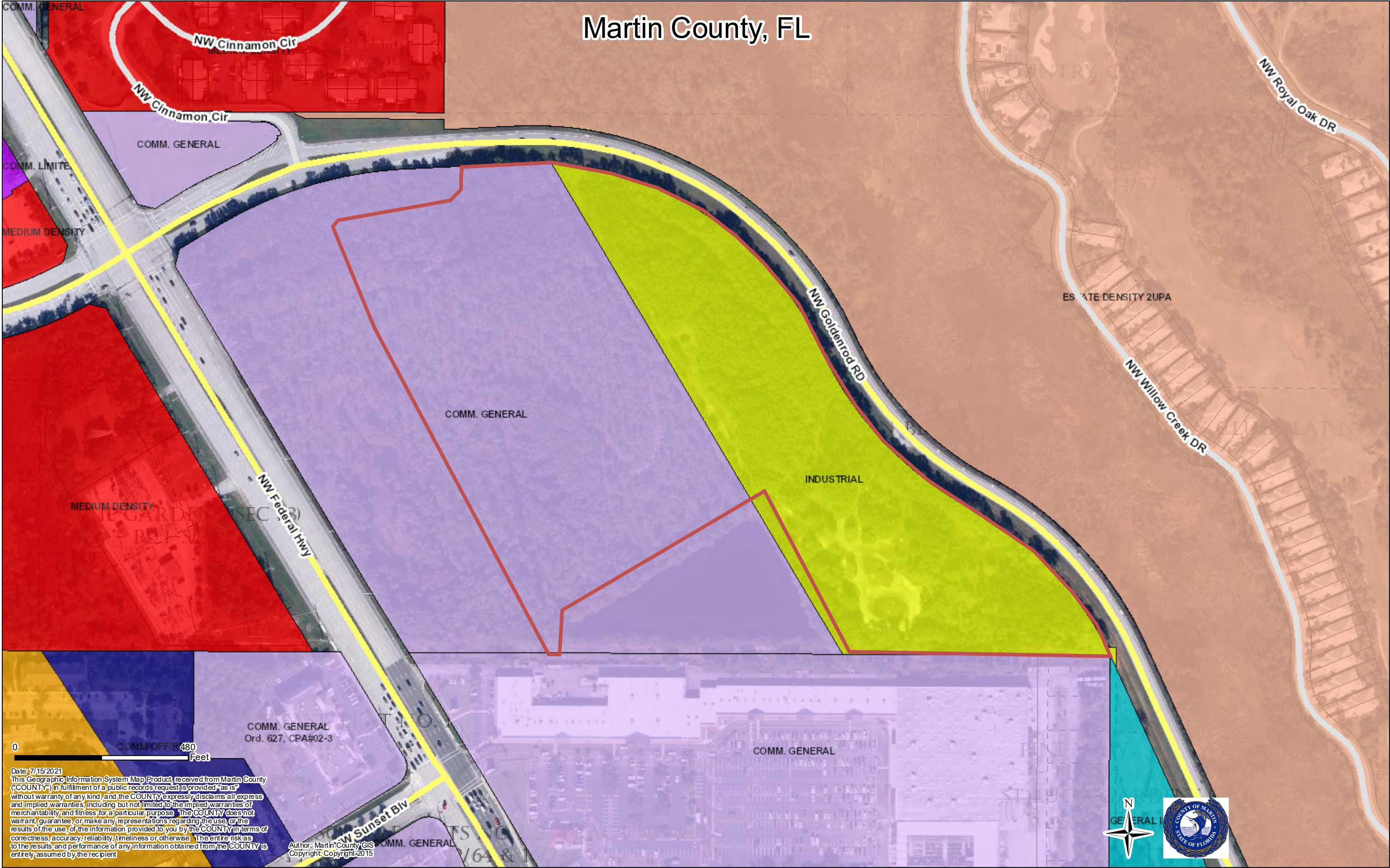


Date: 7/15/2021

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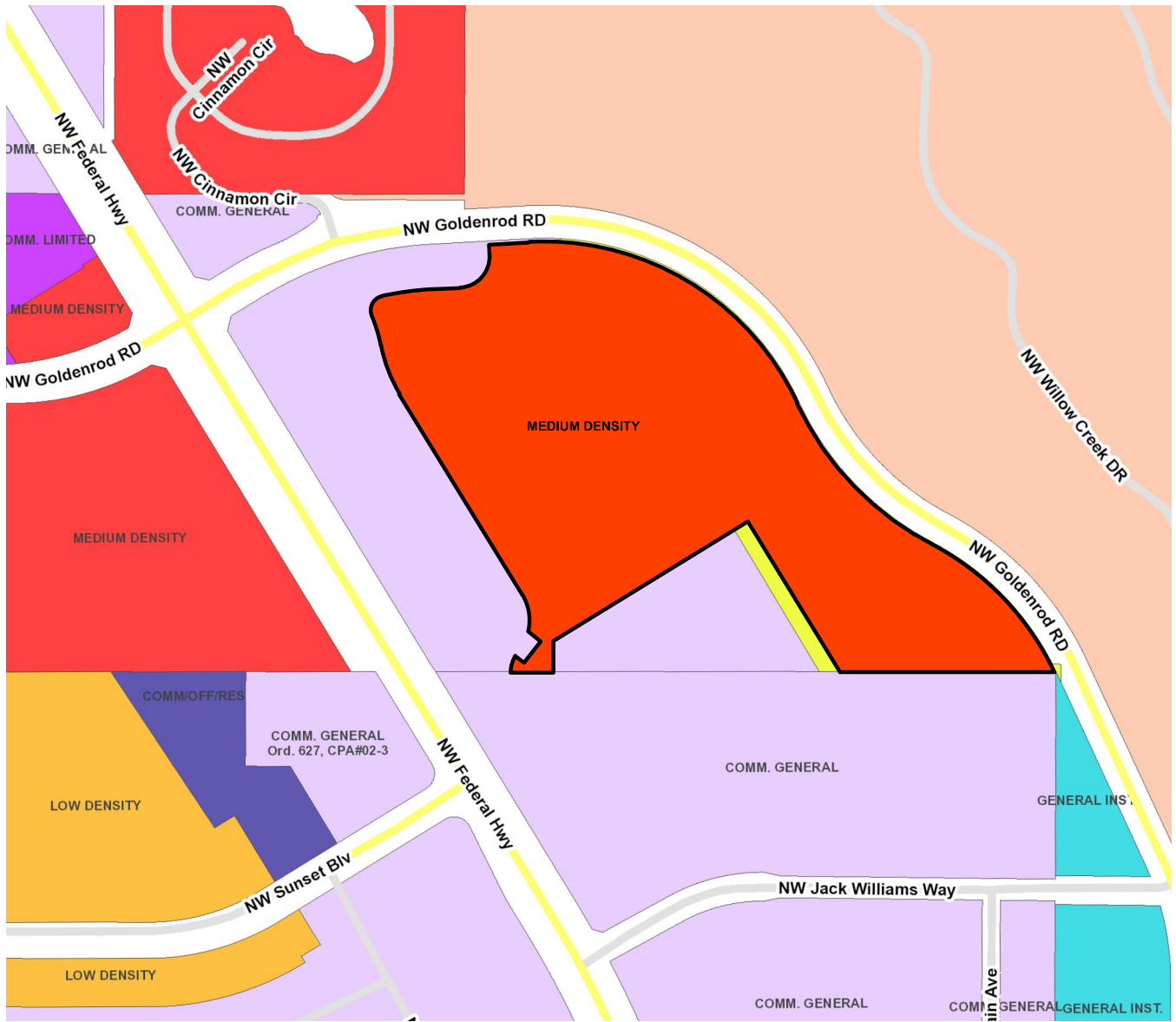


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# Proposed Future Land Use Map



## Future Land Use Legend

- |  |   |
|--|---|
|  Rural Density -up to 0.5 UPA     |  Commercial / Office / Residential       |
|  AgTEC                            |  Commercial Waterfront                   |
|  Rural Heritage -up to 0.5 UPA    |  Recreational                            |
|  Estate Density -up to 1 UPA      |  Public Conservation Area                |
|  Estate Density -up to 2 UPA      |  General Institutional                   |
|  Low Density -up to 5 UPA         |  Industrial                              |
|  Medium Density -up to 8 UPA      |  Agricultural                            |
|  High Density -up to 10 UPA       |  Agricultural Ranchette                  |
|  Mobile Home Density -up to 8 UPA |  Major Power Generation Facility         |
|  Mixed-Use Village                |  No Data (May Include Incorporated Area) |
|  Commercial General               |   |
|  Commercial Limited               |   |



lucido & associates

701 E Ocean Blvd., Stuart, Florida 34994

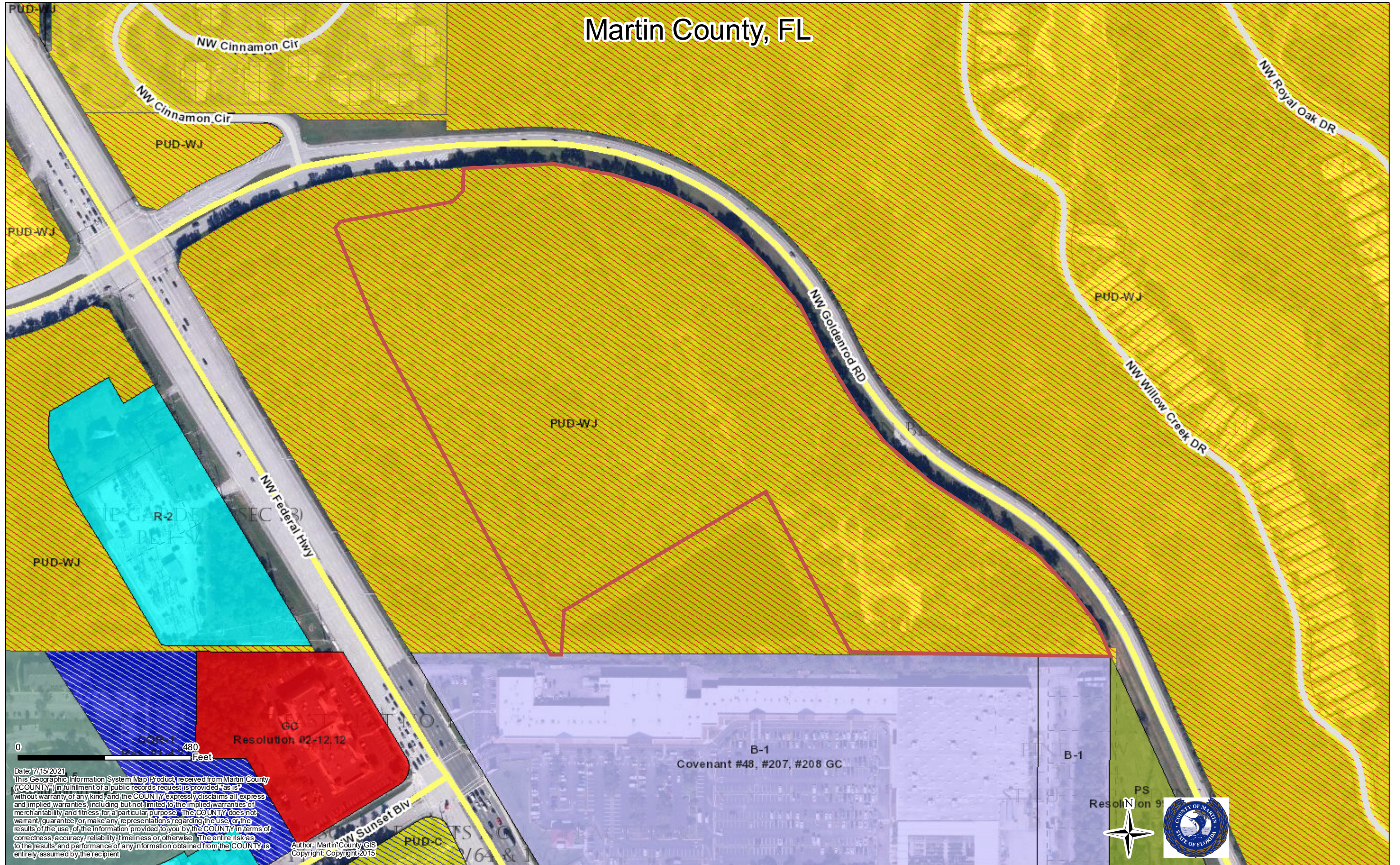
(772) 220-2100, Fax (772) 223-0220



**West Jensen PUD (Parcels 6.1, 6.2, 6.3, 6.4)**

Martin County, Florida 121

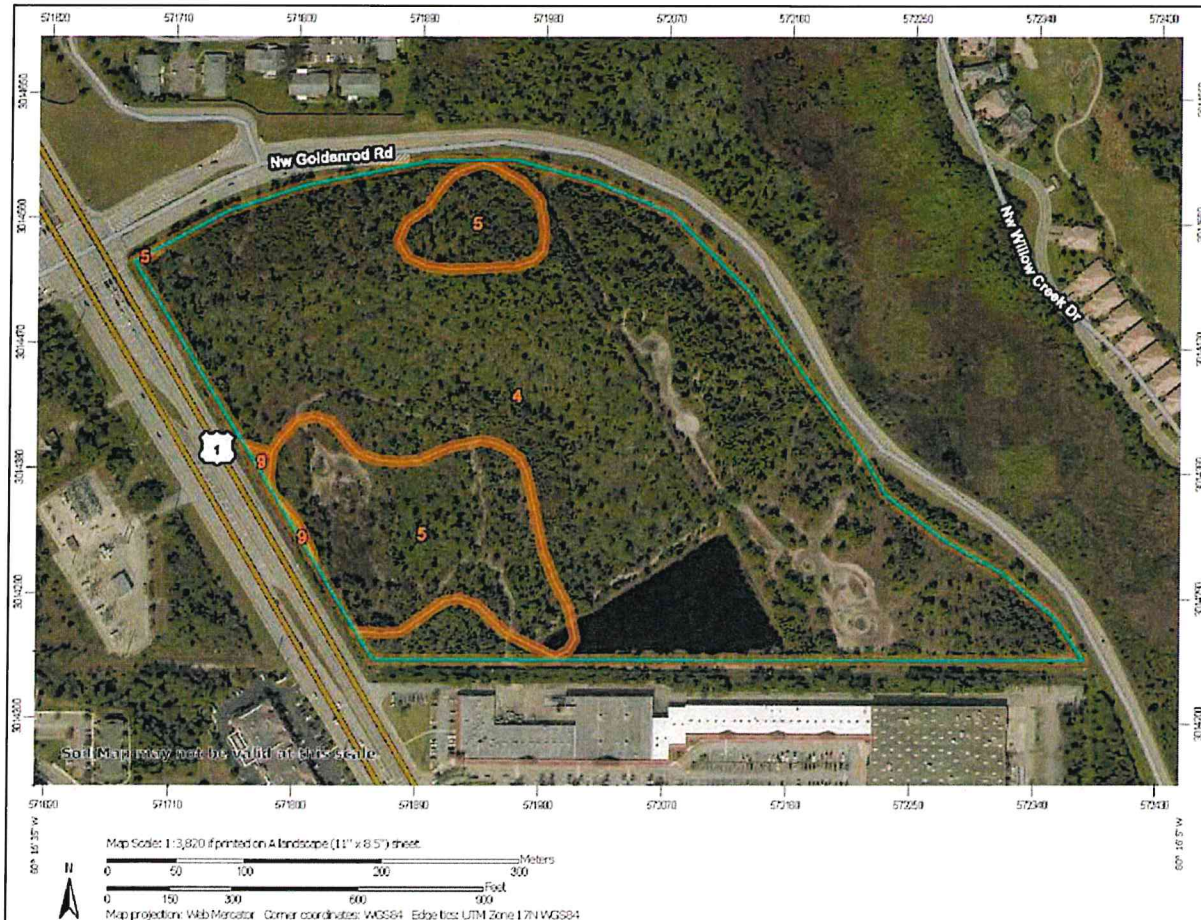
# Martin County, FL



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**LEGEND**

- 4 Waveland (4)
- 5 Lawnwood fine sand, depressional
- 9 Pomello sand, 0 to 5 percent slopes



**UNIVERSAL  
ENGINEERING SCIENCES**

**GEOTECHNICAL EXPLORATION SERVICES  
WEST JENSEN COMMERCIAL  
JENSEN BEACH, MARTIN COUNTY, FLORIDA**

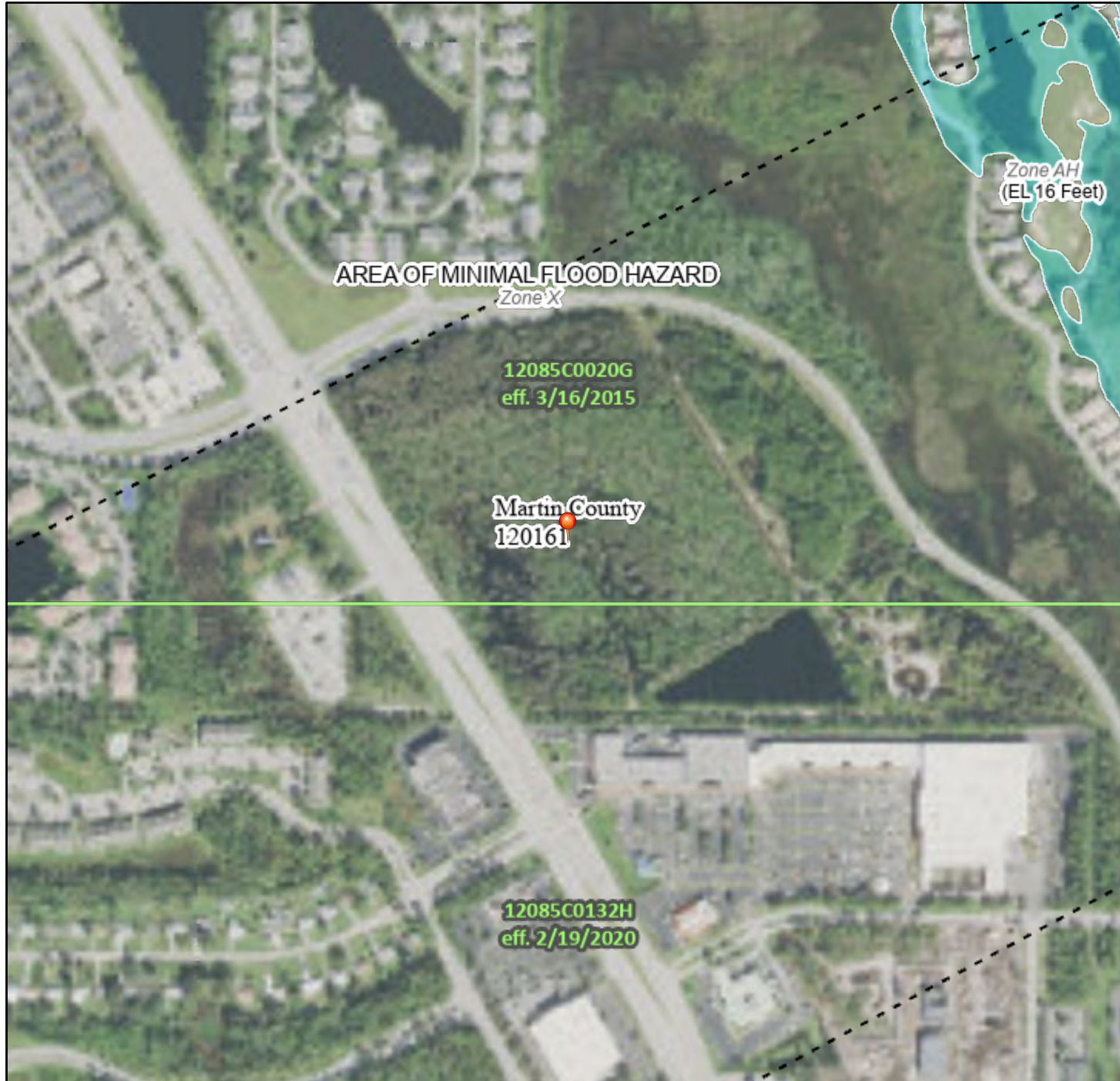
**SOIL SURVEY MAP**

<b>DRAWN BY:</b> A.G.A.	<b>DATE:</b> 08/19/19	<b>CHECKED BY:</b> P.G.R.	<b>DATE:</b> 08/19/19
<b>SCALE:</b> AS SHOWN	<b>PROJECT NO:</b> 0630.1900006	<b>REPORT NO:</b> 16816	<b>PAGE NO:</b> A-2

# National Flood Hazard Layer FIRMMette



80°16'44"W 27°15'18"N



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- |                                    |  |  |
|------------------------------------|--|--|
| <b>SPECIAL FLOOD HAZARD AREAS</b>  |  | Without Base Flood Elevation (BFE)<br><i>Zone A, V, A99</i>  |
|                                    |  | With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>   |
|                                    |  | Regulatory Floodway  |
| <b>OTHER AREAS OF FLOOD HAZARD</b> |  | 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i> |
|                                    |  | Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>  |
|                                    |  | Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>  |
|                                    |  | Area with Flood Risk due to Levee <i>Zone D</i>  |
| <b>OTHER AREAS</b>                 |  | NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>   |
|                                    |  | Effective LOMRs  |
| <b>GENERAL STRUCTURES</b>          |  | Area of Undetermined Flood Hazard <i>Zone D</i>  |
|                                    |  | Channel, Culvert, or Storm Sewer   |
|                                    |  | Levee, Dike, or Floodwall  |
| <b>OTHER FEATURES</b>              |  | 20.2 Cross Sections with 1% Annual Chance  |
|                                    |  | 17.5 Water Surface Elevation   |
|                                    |  | Coastal Transect   |
|                                    |  | Base Flood Elevation Line (BFE)  |
|                                    |  | Limit of Study   |
| <b>MAP PANELS</b>                  |  | Jurisdiction Boundary  |
|                                    |  | Coastal Transect Baseline  |
|                                    |  | Profile Baseline   |
|                                    |  | Hydrographic Feature   |
|                                    |  | Digital Data Available   |
|                                    |  | No Digital Data Available  |
|                                    |  | Unmapped   |
|                                    |  | The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.                                     |



0 250 500 1,000 1,500 2,000 Feet 1:6,000

80°16'6"W 27°14'46"N

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/22/2021 at 6:17 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.


**Transportation Consultants**

2005 Vista Parkway, Suite 111  
 West Palm Beach, FL 33411-6700  
 (561) 296-9698  
 Certificate of Authorization Number: 7989

July 14, 2021

Mr. Lukas Lambert  
 Traffic Analyses Manager  
 Martin County - Engineering Department  
 2401 SE Monterey Road  
 Stuart, FL 34996

**Re: West Jensen DRI/PUD Amendment - #PTC21-017**

Dear Mr. Lambert:

The purpose of this letter is to provide a traffic statement for the proposed Master Plan modifications for the subject project and to determine if it meets the requirements of the Adequate Public Facilities Ordinance. The site is located in the southeast quadrant of the Goldenrod Road and US 1 intersection. It is proposed to modify the approved development for parcels 6.1 – 6.4 as shown below:

Parcel	Approved Plan	Proposed Plan
6.1	58,000 SF Limited Industrial	169 Multifamily Low-rise Units
6.2	38,000 SF General Commercial	
6.3	38,000 SF General Commercial	
6.4	159,000 SF General Commercial	

Attachments 1 and 2 show the daily, AM peak hour and PM peak hour trip generation for the approved and proposed uses, respectively. The trip generation comparison is provided on Attachment 3, which shows a reduction in trips. Because of the trip reduction, this PUD Amendment is considered equivalent to the approved uses and meets the requirements of the Adequate Public Facilities Ordinance.

Please feel free to contact me with any questions.

Sincerely,



Digitally signed by  
 Rebecca J Mulcahy  
 Date: 2021.07.14  
 14:36:03 -04'00'

Rebecca J. Mulcahy, P.E.  
 Vice President

Attachments

cc: Jeremy Bunner

**Rebecca J. Mulcahy, State of Florida, Professional Engineer, License No. 42570**

This item has been electronically signed and sealed by Rebecca J. Mulcahy, P.E. on 7/14/21 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

**Attachment 1**  
**West Jensen Residential**  
**Trip Generation - Approved Uses**

DAILY

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips		Internal Trips		External Trips		Pass-by Trips (1)	Total Trips	
					In	Out	Trips	%	In	Out		In	Out
Light Industrial	110	58,000 SF	4.96 / 1000 SF	50%	288		-	0%	288		29	10%	259
Gen. Commercial (>10,000)	820	235,000 SF	$\ln(T) = 0.68\ln(X) + 5.57$	50%	10,748		-	0%	10,748		2,794	26%	7,954
<b>TOTAL</b>					11,036		-	0.0%	11,036		2,823		8,213

AM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips		Internal Trips		External Trips		Pass-by Trips (1)	New Trips	
					In	Out	Trips	%	In	Out		In	Out
Light Industrial	110	58,000 SF	0.7 / 1000 SF	88%	36	5	-	0%	36	5	4	10%	32
Gen. Commercial (>10,000)	820	235,000 SF	$0.94 / 1000 SF$	62%	137	84	-	0%	137	84	57	26%	101
<b>TOTAL</b>					173	89	-	0.0%	172	90	61		132

PM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips		Internal Trips		External Trips		Pass-by Trips (1)	New Trips	
					In	Out	Trips	%	In	Out		In	Out
Light Industrial	110	58,000 SF	0.63 / 1000 SF	13%	5	32	-	0%	5	32	4	10%	5
Gen. Commercial (>10,000)	820	235,000 SF	$\ln(T) = 0.74\ln(X) + 2.89$	48%	491	532	-	0%	490	533	266	26%	363
<b>TOTAL</b>					496	564	-	0.0%	495	565	270		368

(1) Source: Palm Beach County Traffic Division and ITE Trip Generation, 10th Edition.

(2) 3,933 SF of Health Club is not open in the AM peak hours.

(3) Source: Approved Norton Museum of Art Traffic Impact Study, dated April 25, 2001.

**Attachment 2  
West Jensen Residential  
Trip Generation - Proposed Uses**

DAILY

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips		Internal Trips		External Trips		Pass-by Trips (1)	Total Trips
					In	Out	Trips	%	In	Out		
Resid. Multi Family LR	220	169 DUs	7.32 / DU	50%	1,237	1,237	-	0.0%	1,237	-	0%	1,237
<b>TOTAL</b>		- SF			1,237	1,237	-	0.0%	1,237	-	-	1,237

AM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips		Internal Trips		External Trips		Pass-by Trips (1)	New Trips			
					In	Out	Trips	%	In	Out		Trips	In	Out	Trips
Resid. Multi Family LR	220	169 DUs	0.46 / DU	23%	18	60	78	-	0.0%	18	60	78	18	60	78
<b>TOTAL</b>		- SF			18	60	78	-	0.0%	17	61	78	17	61	78

PM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips		Internal Trips		External Trips		Pass-by Trips (1)	New Trips			
					In	Out	Trips	%	In	Out		Trips	In	Out	Trips
Resid. Multi Family LR	220	169 DUs	0.56 / DU	63%	60	35	95	-	0.0%	60	35	95	60	35	95
<b>TOTAL</b>		- SF			60	35	95	-	0.0%	60	35	95	60	35	95

(1) Source: Palm Beach County Traffic Division and ITE Trip Generation, 10th Edition.

**Attachment 3  
West Jensen Residential  
Trip Generation Comparison**

	<u>Daily</u>	<u>AM Peak Hour</u>			<u>PM Peak Hour</u>		
		<u>In</u>	<u>Out</u>	<u>Total</u>	<u>In</u>	<u>Out</u>	<u>Total</u>
Approved Uses	8,213	132	69	201	368	422	790
Proposed Uses	1,237	17	61	78	60	35	95
<b>Net New Trips:</b>	<b>(6,976)</b>	<b>(115)</b>	<b>(8)</b>	<b>(123)</b>	<b>(308)</b>	<b>(387)</b>	<b>(695)</b>





# School Impact Worksheet

The purpose of this school impact worksheet is to assist in planning for future public school facility needs and concurrency requirements. It is to be completed for any proposed residential project, and residential rezoning, amendments to FLUM with residential components, and DRIs.

**Date:** July 21, 2021  
**Parcel ID#:** 17-37-41-004-002-00010-0  
**Project Name:** West Jensen PUD, PARcels 6.1 - 6.4  
**Former Project Name:** N/A  
**Owner/Developer:** Jensen Beach Land Company, Ltd.  
**Contact Name/Number:** Morris Crady, Lucido & Associates 772-220-2100  
**Total Project Acreage:** 25.90 acres  
**Year 1 of the Build-Out:** 2024

1. Please indicate the most likely build-out scenario. Show build-out by year and number of units/year.

Unit Type	Number of Units	First 5-year Period					Second 5- year Period				
		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10
Single-family detached											
Multi-family											
Apartment											
Townhouse	169			169							
Other											

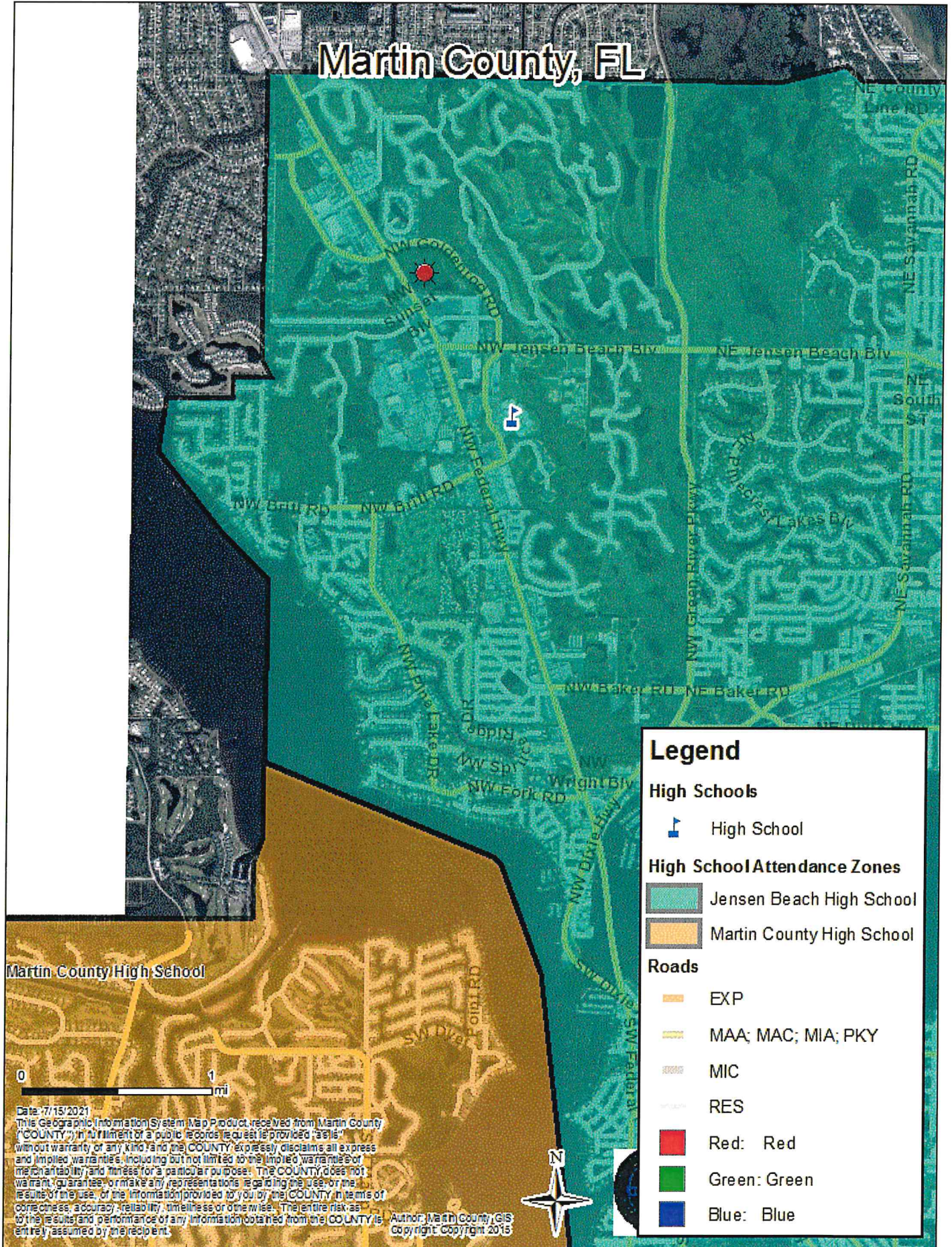
Note: If build-out is expected to go beyond the 10 year period above, please attach an additional table with build-out years until project completion.

2. Project number and type of residential dwelling units at build-out, as follows:

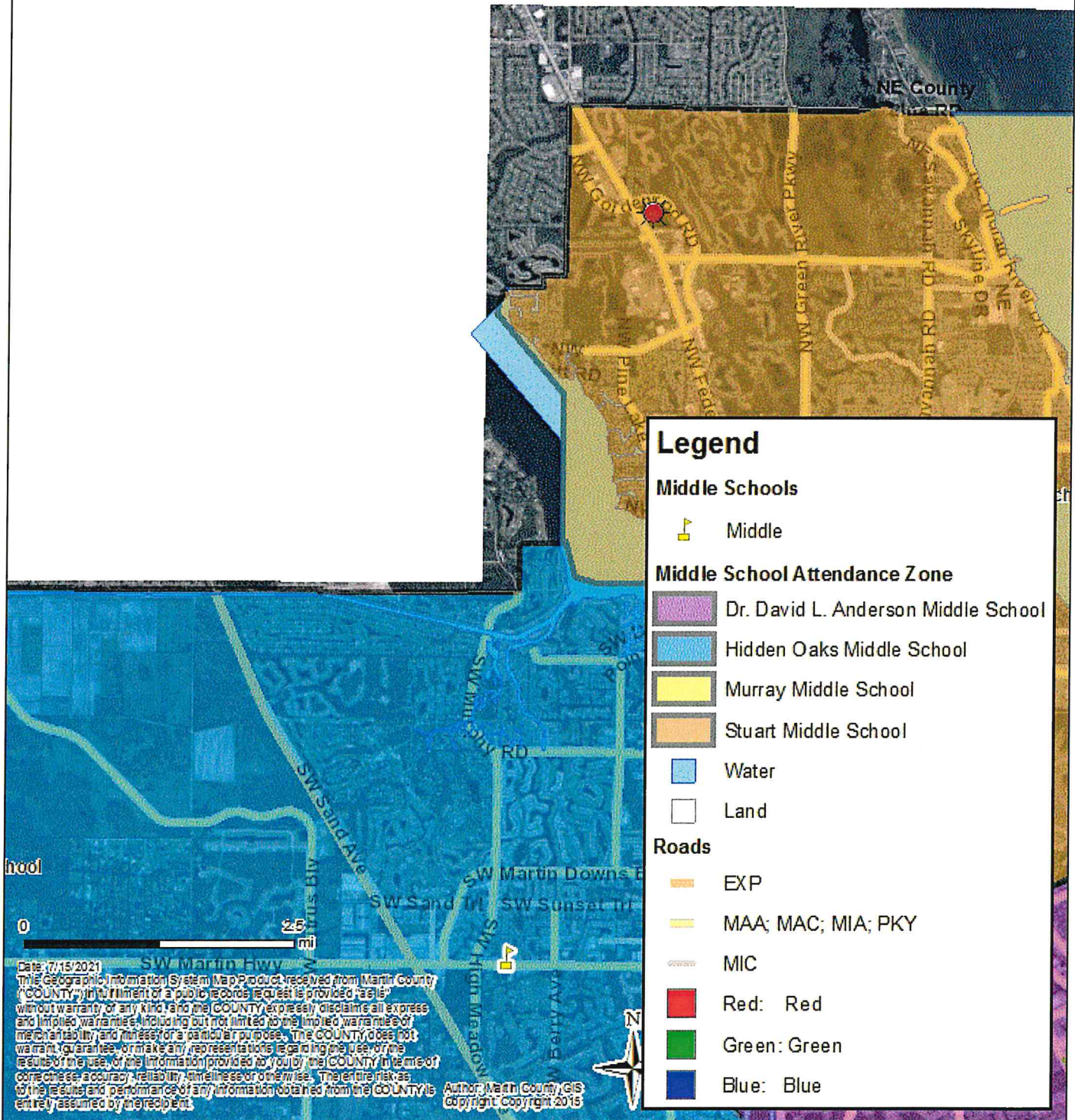
Unit Type	Number of Units	Typical Unit Floor Area (sq. ft.)	Estimated Price (\$) Per Unit	Number Restricted to 55+ Age Group
Single-family detached				
Multi-family				
Apartment				
Townhouse	169	2,270	\$320,000	
Other				

3. Please include a location map showing elementary, middle and high schools within a two-mile radius of the proposed project. If no schools are within a two-mile radius of the project, please indicate the nearest schools to the project.

# Martin County, FL



# Martin County, FL



# Martin County, FL

### Legend

**Elementary Schools**

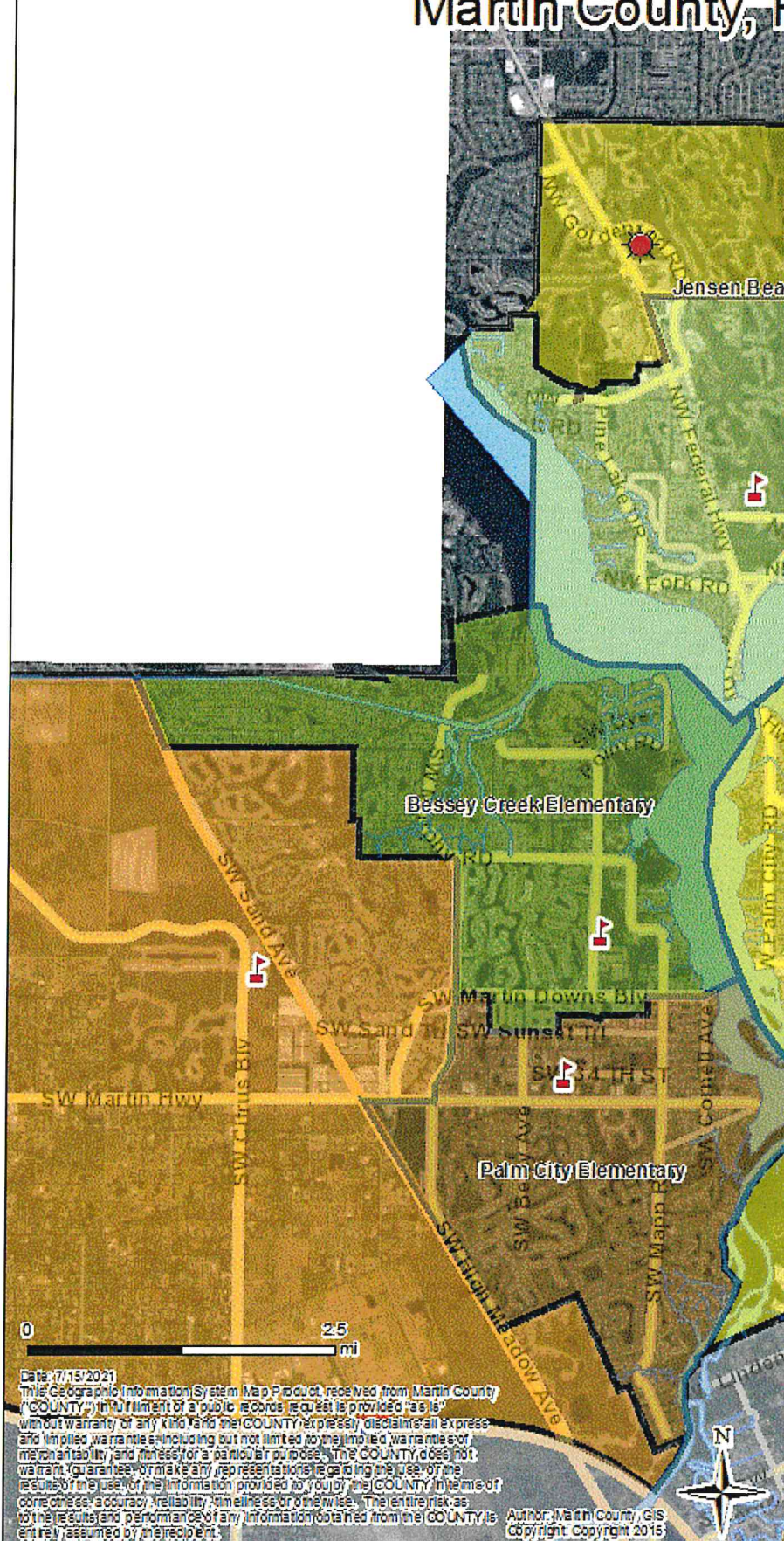
- Elementary

**Elementary School Attendance Zone**

- Bessey Creek Elementary
- Citrus Grove Elementary
- Crystal Lake Elementary
- Felix A. Williams Elementary
- J D Parker Elementary
- Jensen Beach Elementary
- Palm City Elementary
- Pinewood Elementary
- Port Salerno Elementary
- Seawind Elementary

**Roads**

- Water
- Land
- EXP
- MAA; MAC; MIA; PKY
- MIC
- Red: Red
- Green: Green
- Blue: Blue



Date: 7/15/2021  
 This Geographic Information System Map Product received from Martin County (COUNTY) in fulfillment of a public records request is provided "as is" without warranty of any kind and the COUNTY expressly disclaims all express and implied warranties including but not limited to the implied warranties of merchantability and fitness for a particular purpose. THE COUNTY does not warrant, guarantee, or make any representations regarding the use or the results of the use of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient.  
 Author: Martin County, GIS  
 Copyright: Copyright 2015

## Water & Wastewater Service Agreement Information Form

Please complete the requested information below and return to the Martin County Utilities and Solid Waste Department. This information will be inserted into the standard "Water & Wastewater Service Agreement". The draft agreement will then be returned for your review. Note: Upon final Martin County approval of the project the owner/developer must execute the agreement and submit all applicable fees within 60 days of said approval.

Date: \_\_\_\_\_

Project Name:

\_\_\_\_\_

# Of Water ERCs Proposed: \_\_\_\_\_

# Of Previously Purchased or Assessed Water ERC's (If Known): \_\_\_\_\_

# Of Irrigation Water ERCs Proposed: \_\_\_\_\_

# Of Wastewater ERCs Proposed: \_\_\_\_\_

# Of Previously Purchased or Assessed Wastewater ERC's (If Known): \_\_\_\_\_

Justification of ERC calculations (i.e. flow calculations): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Indicate whether "DEVELOPER" as referred to in the agreement is either a(n) (please check one):

\_\_\_\_\_ Corporation - Please Provide Federal Tax ID # \_\_\_\_\_

\_\_\_\_\_ Individual(s) - Please Provide Driver's License # \_\_\_\_\_

\_\_\_\_\_ Partnership - Please Provide Federal Tax ID # \_\_\_\_\_

Name/Title, Address, and Telephone No. of Individual(s)/Corporation/Partnership executing agreement (**MUST BE THE CURRENT PROPERTY OWNER**):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

email address: \_\_\_\_\_

Name/Title of person(s) executing on behalf of Corporation/Partnership:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

email address: \_\_\_\_\_

Engineer/Agent Name, Address & Telephone No.:

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---

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email address: \_\_\_\_\_

Name, Address & Telephone No. of Individual/Organization to receive notices, updated correspondence, etc. if different from the developer:

---

---

---

email address: \_\_\_\_\_

**If "DEVELOPER" is a Corporation or Partnership, an original or certified copy of the appropriate corporate resolution or proof of the general partner's authority is required.**

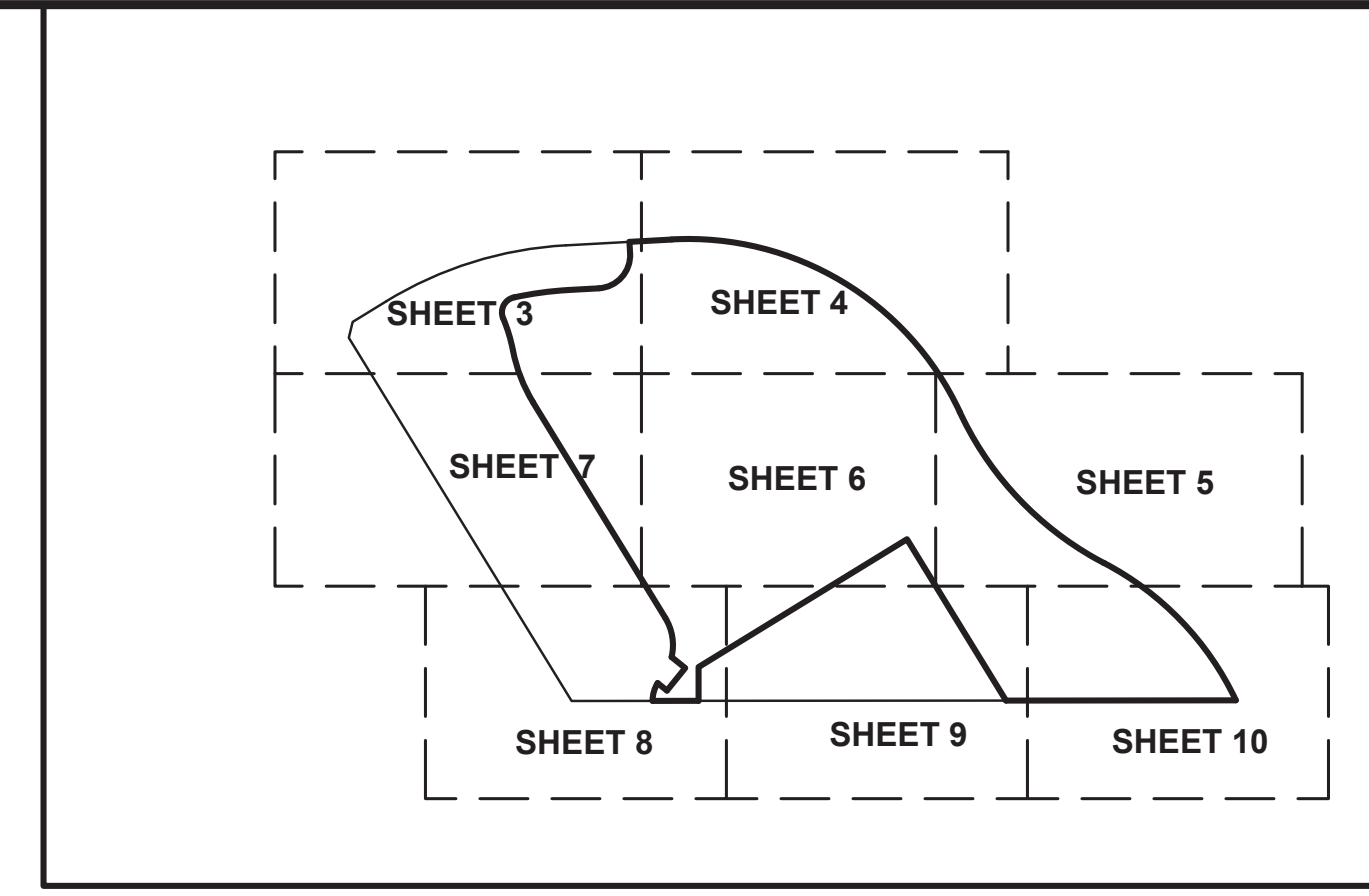
**Attach a copy of the Legal Description and the Warranty Deed of the property to be serviced.**

If you have any questions please contact Leo Repetti, P.E at (772) 320-3065.

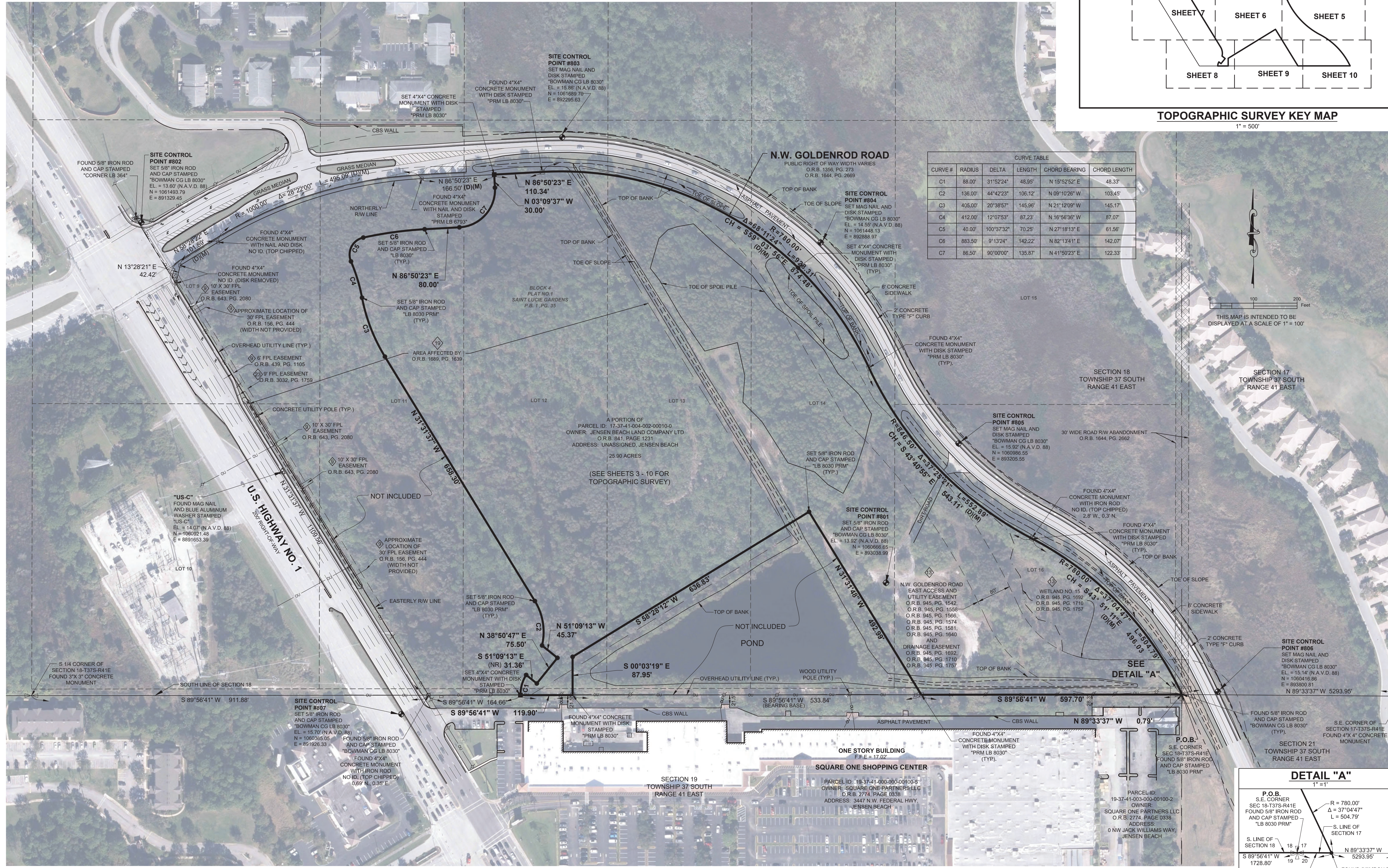
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**ALTA/NSPS LAND TITLE SURVEY  
BOUNDARY AND TOPOGRAPHIC SURVEY  
LYING IN SECTIONS 17 & 18, TOWNSHIP 37 SOUTH, RANGE 41 EAST  
MARTIN COUNTY, FLORIDA**



**TOPOGRAPHIC SURVEY KEY MAP**  
1" = 500'



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MARTIN COUNTY  
FLORIDA

PROJECT NO  
010595-02-001

PLAN STATUS

DATE	DESCRIPTION	FIELD BOOK	PAGE
18-158		70-75	
18-163		13	
21-207		52	

D.A.L. R.E.B.  
DRAWN N/A CHKD

SCALE: H: 1" = 100'  
V: N/A

JOB NO. 0595-02-001

DATE JULY 8, 2021

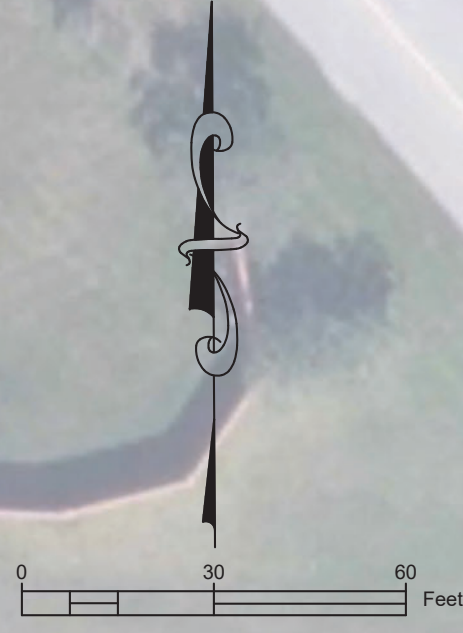
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**BOUNDARY AND TOPOGRAPHIC SURVEY**  
 LYING IN SECTIONS 17 & 18, TOWNSHIP 37 SOUTH, RANGE 41 EAST  
 MARTIN COUNTY, FLORIDA



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

SEE SHEET 4

SEE SHEET 7

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 ALTA/NSPS LAND TITLE  
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18-163	13
21-207	52

D.A.L.	R.E.B.
DRAWN	CHKD

SCALE: H: 1" = 30'  
 V: N/A

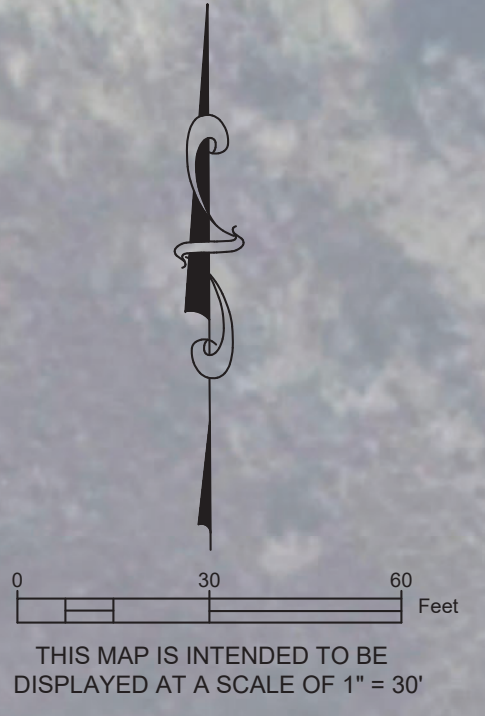
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BOUNDARY AND TOPOGRAPHIC SURVEY  
LYING IN SECTIONS 17 & 18, TOWNSHIP 37 SOUTH, RANGE 41 EAST  
MARTIN COUNTY, FLORIDA**



SEE SHEET 3

SEE SHEET 6

SEE SHEET 5

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FLORIDA

PROJECT NO  
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PLAN STATUS

DATE	DESCRIPTION
18-158	FIELD BOOK 70-75
18-163	13
21-207	52

D.A.L. DRAWN R.E.B. CHKD  
V: N/A

SCALE H: 1" = 30'  
V: N/A

JOB No. 0595-02-001

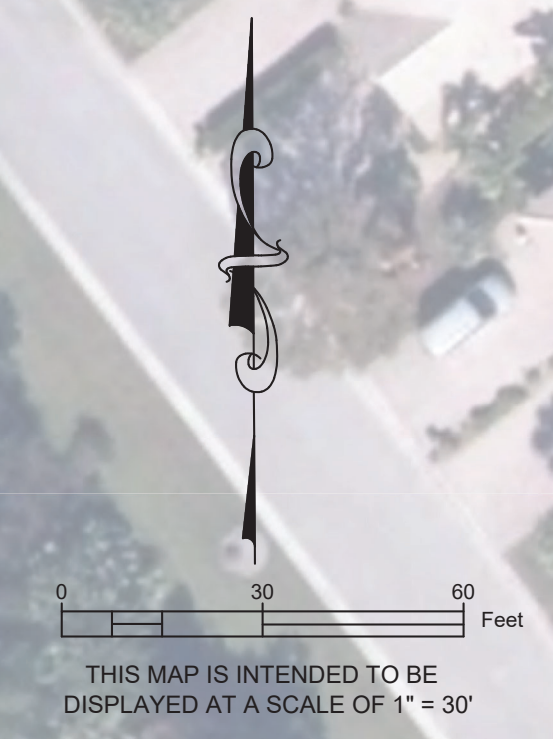
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MARTIN COUNTY, FLORIDA**



SEE SHEET 6

SEE SHEET 4

SEE SHEET 9

SEE SHEET 10

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21-207	52

D.A.L. DRAWN  
R.E.B. CHKD

SCALE H: 1" = 30'  
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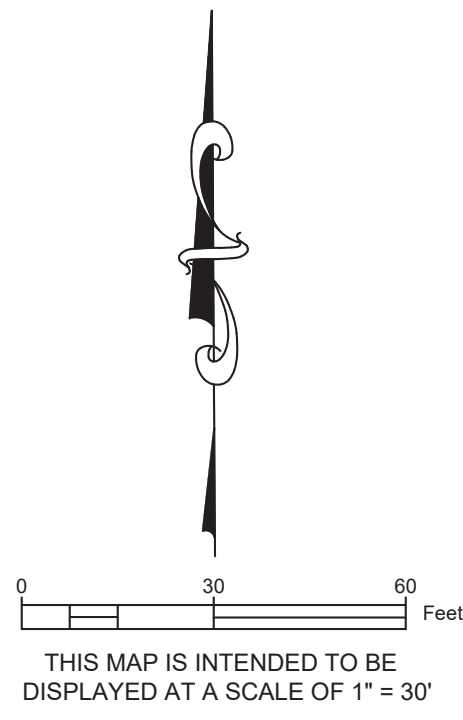
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BOUNDARY AND TOPOGRAPHIC SURVEY  
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SEE SHEET 4



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18-163	13
21-207	52

D.A.L. DRAWN	R.E.B. CHKD
SCALE: H: 1" = 30' V: N/A	

JOB No. 0595-02-001

DATE JULY 8, 2021

FILE No. 0595 RESID ALTA  
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SHEET 6 OF 10

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MARTIN COUNTY

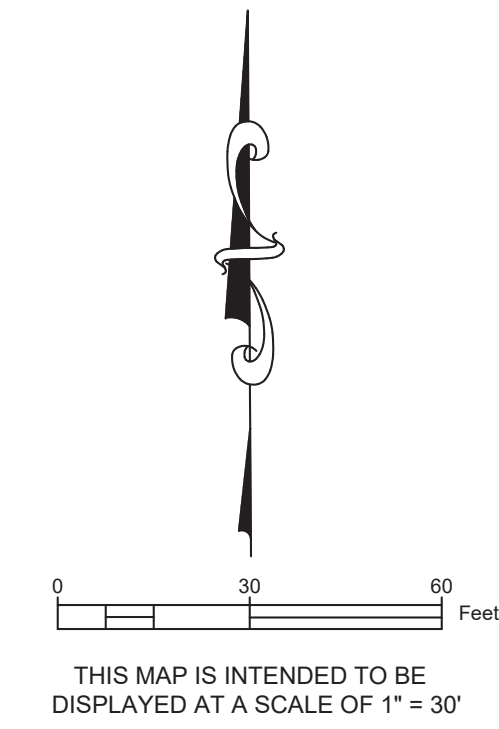
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D.A.L.		R.E.B.	
DRAWN		CHKD	
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LYING IN SECTIONS 17 & 18, TOWNSHIP 37 SOUTH, RANGE 41 EAST  
MARTIN COUNTY, FLORIDA**



SEE SHEET 7

SEE SHEET 6

SEE SHEET 9

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JOB No. 0595-02-001

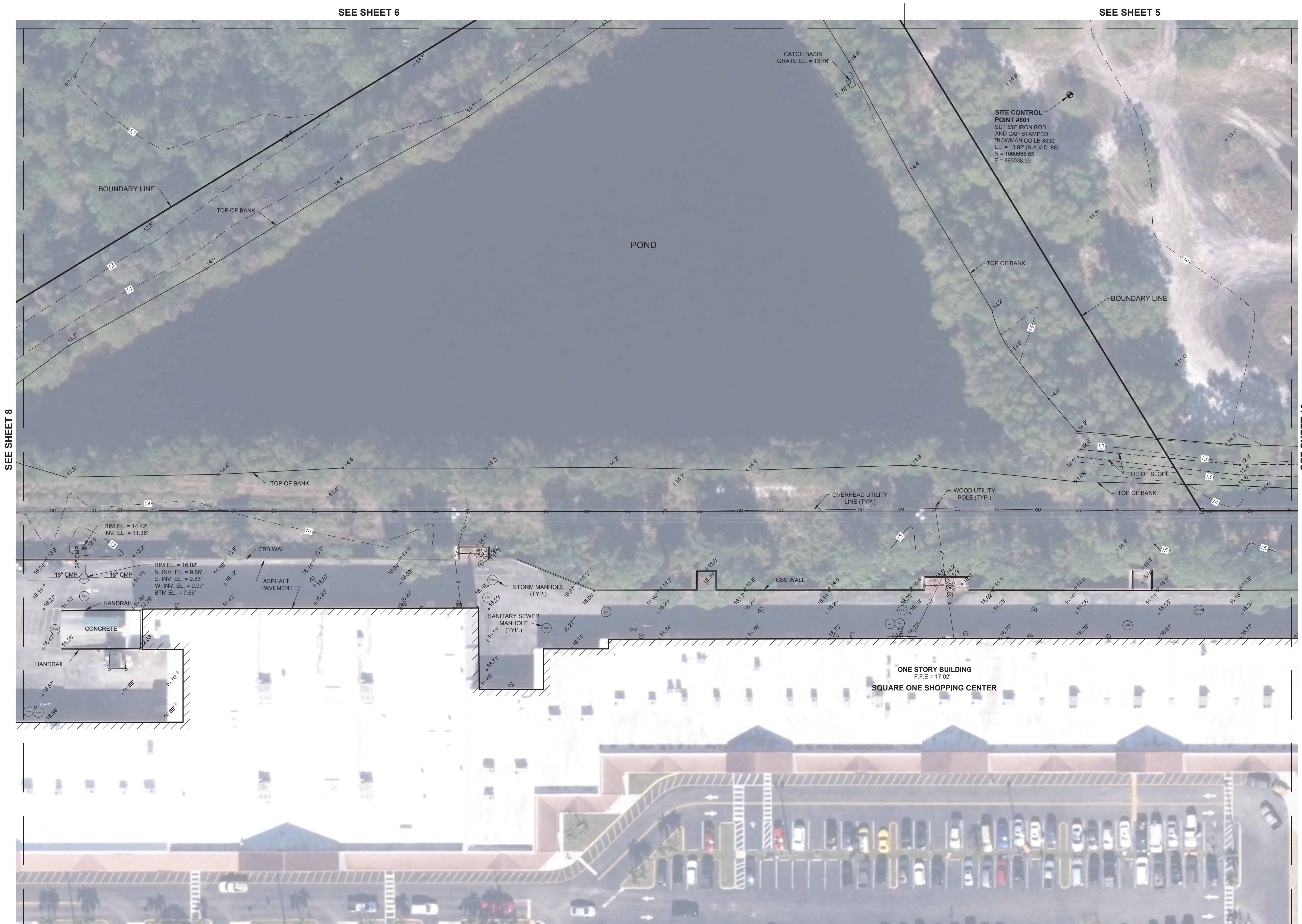
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DATE	JULY 8, 2021
FILE No.	0595 RESID ALTA 7-2021
SHEET	9 OF 10

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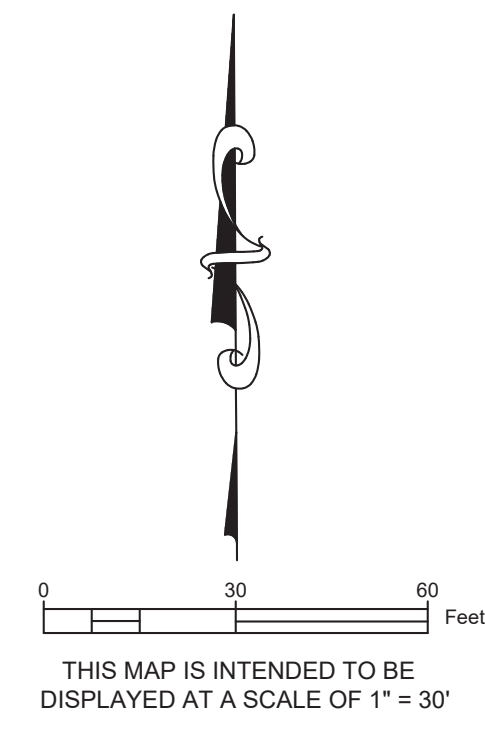
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Doug Fitzwater  
220 Hibiscus Avenue  
Stuart, FL 34996

Morris Crady  
Lucido & Associates  
701 SE Ocean Blvd.  
Stuart, FL 34994

Notice of Future Land Use Change  
Application Number #CPA 21-15

Dear Mr. Crady:

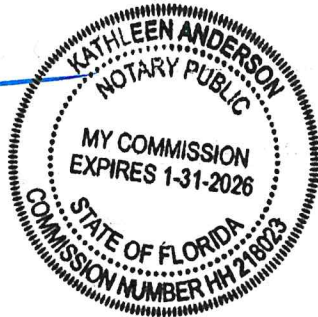
This is to certify that the above referenced sign was installed per Martin County requirements and complies with the standards of the notice provisions of Article 10, Section 10.6: Public Notice Requirements.

Doug Fitzwater

State of Florida  
County of Martin

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME BY MEANS OF  PHYSICAL PRESENCE OR  ONLINE NOTARIZATION, THIS 10<sup>th</sup> DAY OF February, 2022 BY Doug Fitzwater, WHO  IS PERSONALLY KNOWN TO ME OR  HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

Notary Public, State of Florida



MY COMMISSION EXPIRES



**Sign 1**

Side 1



**Sign 1**

Side 2

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

**ORDINANCE NUMBER \_\_\_\_**

**AN ORDINANCE OF MARTIN COUNTY, FLORIDA, REGARDING COMPREHENSIVE PLAN AMENDMENT 21-15, WEST JENSEN PUD, AMENDING THE FUTURE LAND USE MAP OF THE MARTIN COUNTY COMPREHENSIVE GROWTH MANAGEMENT PLAN; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY, AND APPLICABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE, AND AN EFFECTIVE DATE.**

**WHEREAS**, Section 1.11, Comprehensive Growth Management Plan, and Section 163.3184, Florida Statutes, permit amendments to the Comprehensive Growth Management Plan and provide for amendment procedures; and

**WHEREAS**, on April 7, 2022, the Local Planning Agency considered the proposed Comprehensive Plan Amendment at a duly advertised public hearing; and

**WHEREAS**, on May 17, 2022, at a duly advertised public hearing, this Board considered the amendment for adoption; and

**WHEREAS**, this Board has provided for full public participation in the comprehensive planning and amendment process and has considered and responded to public comments; and

**WHEREAS**, the Board finds the proposed amendment consistent with the goals, objectives and policies of the Comprehensive Growth Management Plan.

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

**PART I. ADOPTION OF COMPREHENSIVE GROWTH MANAGEMENT PLAN AMENDMENT CPA 20-01, HODAPP PROPERTY**

Comprehensive Growth Management Plan Amendment CPA 21-15, West Jensen PUD, is hereby adopted as follows: The Future Land Use Map is amended to change an Industrial Future Land Use designation to General Commercial on ±0.55

acres, a General Commercial Future Land Use designation to Medium Density Residential on ±14 acres and an Industrial Future Land Use designation to Medium Density Residential on ±11.9 acres, all contained within a ±40.47-acre parcel located west of NW Goldenrod Rd. and east of NW Federal Hwy., and further described in Exhibits A and B, respectively, attached hereto and incorporated by reference.

## **PART II. CONFLICTING PROVISIONS.**

To the extent that this ordinance conflicts with special acts of the Florida Legislature applicable only to unincorporated areas of Martin County, County ordinances and County resolutions, and other parts of the Martin County Comprehensive Growth Management Plan, the more restrictive requirement shall govern.

## **PART III. SEVERABILITY.**

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

## **PART IV. APPLICABILITY OF ORDINANCE.**

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

## **PART V. FILING WITH DEPARTMENT OF STATE.**

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

## **PART VI. EFFECTIVE DATE.**

The effective date of this plan amendment, if not timely challenged, shall be 31 days after adoption by the Board of County Commissioners. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

DULY PASSED AND ADOPTED THIS 17<sup>th</sup> DAY OF MAY, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

BY: \_\_\_\_\_  
CAROLYN TIMMANN  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER

BY: \_\_\_\_\_  
DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM  
& LEGAL SUFFICIENCY:

BY: \_\_\_\_\_  
SARAH W. WOODS, COUNTY ATTORNEY

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

LYING IN SECTION 18, TOWNSHIP 37 SOUTH, RANGE 41 EAST,  
MARTIN COUNTY, FLORIDA

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**COMMENCE** AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE, SOUTH 89°56'41" WEST ALONG THE SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 597.70 FEET TO THE **POINT OF BEGINNING**;

THENCE, CONTINUE SOUTH 89°56'41" WEST ALONG THE SAID SOUTH LINE OF SECTION 18 A DISTANCE OF 60.63 FEET;

THENCE, NORTH 31°06'45" WEST A DISTANCE OF 461.34 FEET;

THENCE, NORTH 58°28'12" EAST A DISTANCE OF 48.35 FEET;

THENCE, SOUTH 31°31'48" EAST A DISTANCE OF 492.99 FEET TO THE SAID SOUTH LINE OF SECTION 18, AND THE **POINT OF BEGINNING**.

CONTAINING 23,898 SQUARE FEET OR 0.55 ACRES, MORE OR LESS.

**SURVEYOR'S NOTES:**

1. THE BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. THE SOUTH LINE OF SECTION 18, TOWNSHIP 37 SOUTH, RANGE 41 EAST BEING SOUTH 89°56'41" WEST.

**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.

\_\_\_\_\_  
RICHARD E. BARNES, JR.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA LICENSE No. LS - 5173

\_\_\_\_\_  
DATE OF SIGNATURE

NOTE: SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.  
DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH  
OF DESCRIPTION AS SHOWN ON SHEET 2 OF 2 OF THIS  
DOCUMENT.

**THIS IS NOT A SURVEY**

BOWMAN CONSULTING GROUP, LTD., INC.  
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 8030

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

**Bowman**  
**C O N S U L T I N G**

Bowman Consulting Group, Ltd., Inc. Phone: (772) 283-1413  
301 SE Ocean Blvd. Fax: (772) 220-7881  
Suite 301, Stuart, Florida 34994 www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

Professional Surveyors and Mapper Business Certificate # LB 8030

A PORTION OF SECTION 18,  
TOWNSHIP 37 SOUTH, RANGE 41 EAST

**MARTIN COUNTY**

**FLORIDA**

PATH: P: \010595-Dacar\010595-02-001(SUR)-West-Jensen-Residential\Survey

PROJECT NO. 010595-02-001

REVISED DATE:

DATE: MAR. 8, 2022

CADD FILE: 010595-02-001-S&D

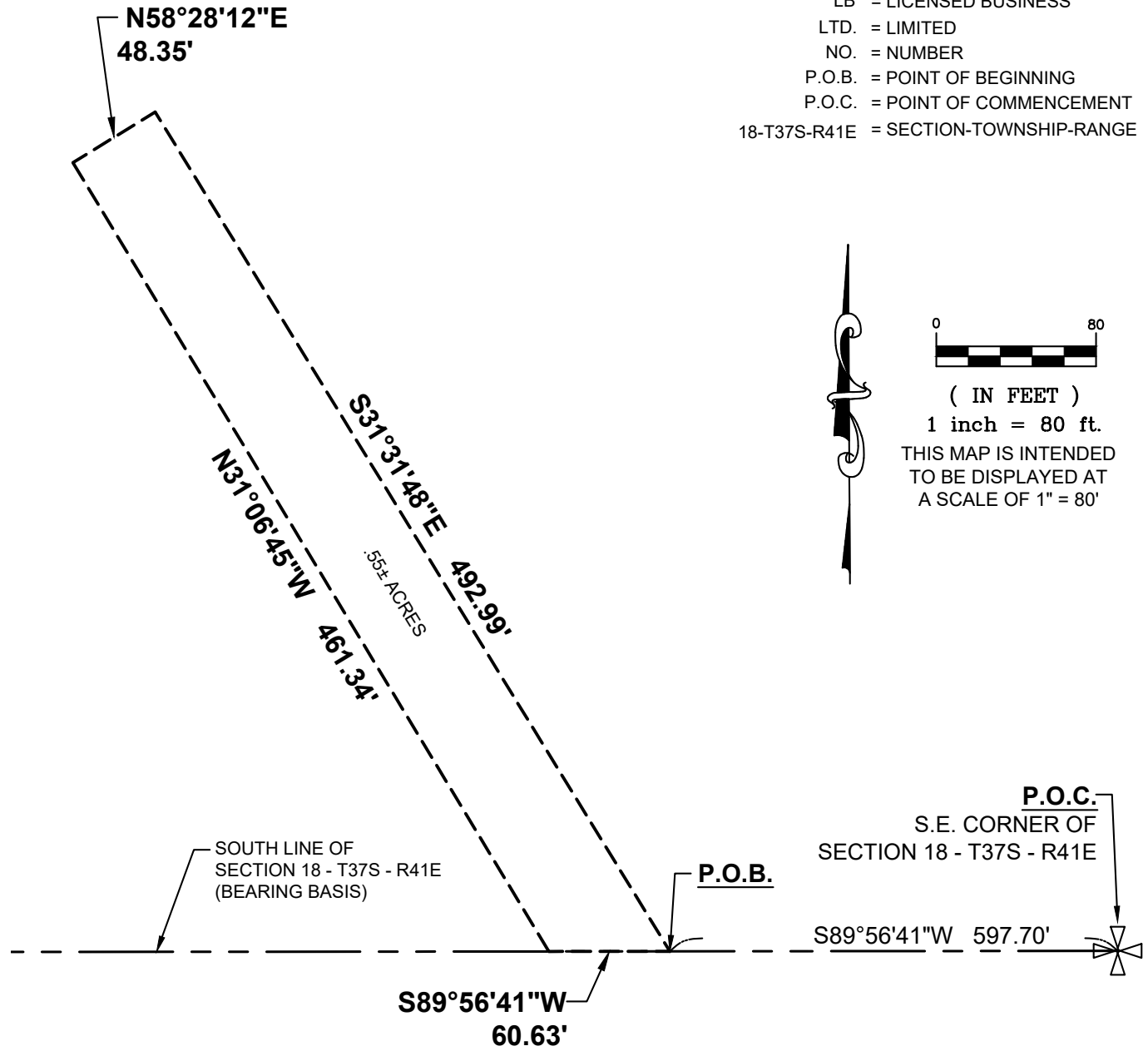
SCALE: N/A

SHEET 1 OF

**EXHIBIT "A"**  
**SKETCH OF DESCRIPTION**  
 LYING IN SECTION 18, TOWNSHIP 37 SOUTH, RANGE 41 EAST,  
 MARTIN COUNTY, FLORIDA

**LEGEND**

- LB = LICENSED BUSINESS
- LTD. = LIMITED
- NO. = NUMBER
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- 18-T37S-R41E = SECTION-TOWNSHIP-RANGE



( IN FEET )  
 1 inch = 80 ft.  
 THIS MAP IS INTENDED  
 TO BE DISPLAYED AT  
 A SCALE OF 1" = 80'

NOTE: SEE SHEET 1 OF 2 FOR DESCRIPTION, SURVEYOR'S NOTES AND CERTIFICATION.

**THIS IS NOT A SURVEY**

**Bowman**  
**C O N S U L T I N G**

Bowman Consulting Group, Ltd., Inc. Phone: (772) 283-1413  
 301 SE Ocean Blvd. Fax: (772) 220-7881  
 Suite 301, Stuart, Florida 34994 www.bowmanconsulting.com

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 Professional Surveyors and Mapper Business Certificate # LB 8030

A PORTION OF SECTION 18,  
 TOWNSHIP 37 SOUTH, RANGE 41 EAST

**MARTIN COUNTY** **FLORIDA**

PATH: P:\010595-Dacar\010595-02-001(SUR)-West-Jensen-Residential\Survey

PROJECT NO. 010595-02-001	REVISED DATE:	DATE: MAR. 8, 2022
CADD FILE: 010595-02-001-S&D	SCALE: 1"=80'	SHEET 2 OF 597



# Exhibit B

## LEGAL DESCRIPTION (PER SURVEYOR)

A PARCEL OF LAND LYING IN SECTIONS 17 AND 18, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**BEGINNING** AT THE SOUTHEAST CORNER OF SAID SECTION 18;

THENCE, SOUTH 89°56'41" WEST ALONG THE SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 597.70 FEET;

THENCE, NORTH 31°31'48" WEST A DISTANCE OF 492.99 FEET;

THENCE, SOUTH 58°28'12" WEST A DISTANCE OF 636.83 FEET ;

THENCE, SOUTH 00°03'19" EAST A DISTANCE OF 87.95 FEET TO SAID SOUTH LINE OF SECTION 18;

THENCE, SOUTH 89°56'41" WEST ALONG THE SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 119.90 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 88.00 FEET, A CENTRAL ANGLE OF 31°52'24" AND A CHORD BEARING AND DISTANCE OF NORTH 15°52'52" EAST, 48.33 FEET;

THENCE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 48.95 FEET;

THENCE, SOUTH 51°09'13" EAST A DISTANCE OF 31.36 FEET;

THENCE, NORTH 38°50'47" EAST A DISTANCE OF 75.50 FEET;

THENCE, NORTH 51°09'13" WEST A DISTANCE OF 45.37 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 136.00 FEET, A CENTRAL ANGLE OF 44°42'23" AND A CHORD BEARING AND DISTANCE OF NORTH 09°10'26" WEST, 103.45 FEET;

THENCE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 106.12 FEET;

THENCE, NORTH 31°31'37" WEST A DISTANCE OF 658.30 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 405.00 FEET, A CENTRAL ANGLE OF 20°38'57" AND A CHORD BEARING AND DISTANCE OF NORTH 21°12'09" WEST, 145.17 FEET;

THENCE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 145.96 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 412.00 FEET, A CENTRAL ANGLE OF 12°07'53" AND A CHORD BEARING AND DISTANCE OF NORTH 16°56'36" WEST, 87.07 FEET;

THENCE, NORTHWESTERLY ALONG THE ARC OF SAID REVERSE CURVE A DISTANCE OF 87.23 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 100°37'32" AND A CHORD BEARING AND DISTANCE OF NORTH 27°18'13" EAST, 61.56 FEET;

THENCE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 70.25 FEET TO THE BEGINNING OF A COMPOUND CURVE HAVING A RADIUS OF 883.50 FEET, A CENTRAL ANGLE OF 09°13'24" AND A CHORD BEARING AND DISTANCE OF NORTH 82°13'41" EAST, 142.07 FEET;

THENCE, EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 142.22 FEET;

THENCE, NORTH 86°50'23" EAST A DISTANCE OF 80.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 86.50 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF NORTH 41°50'23" EAST, 122.33 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 135.87 FEET;

THENCE, NORTH 03°09'37" WEST A DISTANCE OF 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF N.W. GOLDENROD ROAD PER OFFICIAL RECORDS BOOK 1356, PAGE 273 AND OFFICIAL RECORDS BOOK 1644, PG. 2669;

THENCE, EASTERLY AND SOUTHERLY ALONG SAID N.W. GOLDENROD ROAD RIGHT-OF-WAY THE NEXT 4 COURSES;

1. THENCE, NORTH 86°50'23" EAST A DISTANCE OF 110.34 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 780.00 FEET, A CENTRAL ANGLE OF 68°11'24" AND A CHORD BEARING AND DISTANCE OF SOUTH 59°03'56" EAST, 874.48 FEET;
2. THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 928.31 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 846.50 FEET, A CENTRAL ANGLE OF 37°25'21" AND A CHORD BEARING AND DISTANCE OF SOUTH 43°40'55" EAST, 543.11 FEET;
3. THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID REVERSE CURVE A DISTANCE OF 552.89 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 780.00 FEET, A CENTRAL ANGLE OF 37°04'47" AND A CHORD BEARING AND DISTANCE OF SOUTH 43°51'11" EAST, 496.03 FEET;
4. THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID REVERSE CURVE A DISTANCE OF 504.79 FEET TO THE SOUTH LINE OF SAID SECTION 17;

THENCE, NORTH 89°33'37" WEST ALONG SAID SOUTH LINE OF SECTION 17 A DISTANCE OF 0.79 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 18 AND THE **POINT OF BEGINNING**.

CONTAINING 1,128,386 SQUARE FEET OR 25.90 ACRES MORE OR LESS.



Agenda Item Summary

Quasi-Judicial

File ID: 22-0792

PHQJ-1

Meeting Date: 5/17/2022

PLACEMENT: Public Hearings - Quasi-Judicial

TITLE:

REQUEST FOR A ZONING DISTRICT CHANGE BY JEREMY AND KATHERINE OAKY (O041-001)

EXECUTIVE SUMMARY:

This is a request by Jeremy and Katherine Oaky (O041-001) for a proposed amendment to the county zoning atlas. The proposed amendment is to change the existing zoning district classification from the WE-1, Waterfront Estate District to RE-1/2A, Residential Estate District, or the most appropriate zoning district. The approximate 1.23-acre parcel of land is located at 2865 SE Saint Lucie Boulevard in Stuart. Included with this application is a request for a Certificate of Public Facilities Exemption.

DEPARTMENT: Growth Management

PREPARED BY: Name: Brian Elam  
Title: Senior Planner

REQUESTED BY: Christen Spake, Esq. McCarthy, Summers, Wood, Norman, Melby & Schultz, P.A. (Agent)

PRESET:

PROCEDURES: Quasi-Judicial

BACKGROUND/RELATED STRATEGIC GOAL:

This is a request by Jeremy and Katherine Oaky (O041-001) for a proposed amendment to the county zoning atlas. The proposed amendment is to change the existing zoning district classification from the WE-1, Waterfront Estate District to RE-1/2A, Residential Estate District, or the most appropriate zoning district. The approximate 1.23-acre parcel of land is located at 2865 SE Saint Lucie Boulevard in Stuart. Included with this application is a request for a Certificate of Public Facilities Exemption (Section 5.32.B.3.f.(7), LDR).

The current zoning on the property is WE-1, Waterfront Estate District, which is a Category "B" district. The WE-1 zoning district is consistent with the future land use designation. Therefore, the request to rezone this property is considered non-mandatory.

There is one (1) standard Category "A" zoning district that is available to implement the Estate Density 2UPA land use policies of the CGMP, which is RE-1/2A, Residential Estate District. In addition to the standard zoning district, the PUD (Planned Unit Development) District is also available

as another option. The PUD District offers more design flexibility to applicants for proposed projects. In exchange the district requires additional benefits to the County and more controls by the County.

This item has been scheduled for consideration by the Local Planning Agency on May 5, 2022 and the recommendation will be provided to the Board of County Commissioners.

The following supporting materials are provided attached to this agenda item.

- Staff Report
- Draft Resolution to Approve Rezoning
- Application Materials
- Financial Disclosure
- Legal Ad
- Sample Letter to Surrounding Property Owners
- Surrounding Property Owners Certification
- Sign Posting Affidavit
- Staff Presentation
- Draft Resolution to Deny Rezoning

**ISSUES:**

There are no issues with this application.

**LEGAL SUFFICIENCY REVIEW:**

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

**RECOMMENDED ACTION:**

**RECOMMENDATION**

1. Move that the Board receive and file the agenda item and the staff report as Exhibit 1.
2. Move that the Board approve the request to rezone from WE-1, Waterfront Estate District to RE-1/2A Residential Estate District.

**ALTERNATIVE RECOMMENDATIONS**

None

**FISCAL IMPACT:**

**RECOMMENDATION**

The applicant has paid the \$3,115 application fee and the \$290.00 completeness fee.

**ALTERNATIVE RECOMMENDATIONS**

Same as above.

**DOCUMENT(S) REQUIRING ACTION:**

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

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**A. Application Information**

**JEREMY AND KATHERINE OAKEY  
REZONING**

Applicant:	Jeremy and Katherine Oakey,
Property Owner:	Jeremy and Katherine Oakey
Agent for the Applicant:	McCarthy, Summers, Wood, Norman, Melby & Schultz P.A.
County Project Coordinator:	Brian Elam, Senior Planner
Growth Management Director:	Paul Schilling
Project Number:	O041-001
Application Type and Number:	DEV2022020013
Report Number:	2022_0413_O041-001_STAFF_DRT_FINAL
Application Received:	02/25/2022
Transmitted:	03/03/2022
Date of Report:	04/13/2022
LPA Meeting:	05/05/2022
BCC Meeting:	05/17/2022

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**B. Project description and analysis**

This is a request by Jeremy and Katherine Oakey (O041-001) for a proposed amendment to the county zoning atlas for an residential district designation (Section 3.2.E, LDR). The proposed amendment is to change the existing zoning district from the WE-1, Waterfront Estate District to RE-1/2A, Residential Estate District, or the most appropriate zoning district. The approximate 1.23-acre parcel of land is located at 2865 SE Saint Lucie Boulevard in Stuart. Included with this application is a request for a Certificate of Public Facilities Exemption (Section 5.32.B.3.f.(7), LDR).

The current zoning on the property is WE-1, Waterfront Estate District, which is a Category “B” district. The WE-1 zoning district is consistent with the future land use designation. Therefore, the request to rezone this property is considered non-mandatory.

There is one (1) standard Category “A” zoning district that is available to implement the Estate Density 2UPA land use policies of the CGMP, which is RE-1/2A, Residential Estate District. In addition to the standard zoning district, the PUD (Planned Unit Development) District is also available as another option. The PUD District offers more design flexibility to applicants for proposed projects. In exchange the district requires additional benefits to the County and more controls by the County.

The following tables compare the permitted uses and the development standards for the existing WE-1 and proposed RE-1/2A zoning districts.

**Table 1 Permitted Uses (Excerpted from LDR Tables 3.11.1 & 3.11.3)**

	USE CATEGORY	WE-1	RE-1/2A
Residential Uses	Modular homes	P	P
	Single-family detached dwellings	P	P
Public and Institutional Uses	Community centers	P	P
	Educational institutions	P	P
	Neighborhood assisted residences with six or fewer residents	P	P
	Neighborhood boat launches		P
	Places of worship	P	P
	Protective and emergency services	P	P
	Public libraries	P	P
	Public parks and recreation areas, active	P	P
	Public parks and recreation areas, passive	P	P
	Recycling drop-off centers		P
	Utilities	P	P
Commercial and Business Uses	Bed and breakfast inns	P	P
	Commercial day care	P	P
	Family day care	P	P
	Golf courses	P	P

## Development Standards

**Table 2 Development Standards (Excerpt from LDR, Table 3.12.1 (2021))**

Category	Zoning District	Min. Lot Area (sq. ft.)	Min. Lot Width (ft)	Max. Res. Density (upa)	Max. Hotel Density (upa)	Max Building Coverage (%)	Max. Height (ft)/(Stories)	Min. Open Space (%)	Other Req. (footnote)
A	RE-1/2 A	21,780	100	2.00	–	–	30	50	–
B	WE-1	30,000	100	(a)	–	35	30/2	50	–

(a) Maximum residential density shall be one single-family residential dwelling unit per lawfully established lot.

**Table 3 Structure Setbacks (Excerpt from LDR, Table 3.12.2 (2021))**

Category	Zoning District	Front/by story (ft.)				Rear/by story (ft.)				Side/by story (ft.)			
		1	2	3	4	1	2	3	4	1	2	3	4
A	RE-1/2A	25	25	25	25	<del>15</del> (30)*	<del>15</del> (30)*	<del>15</del> (30)*	<del>15</del> (30)*	15	15	15	15
B	WE-1	35 (g)	35 (g)	–	–	50 (g)	50 (g)	–	–	15	15	–	–

\* Lots abutting navigable waters must meet the shoreline protection setbacks. The Oakey property was verified as a lot of record prior to April 1<sup>st</sup>, 1982. The Oakey property is 1.2260 acres and so is greater than one acre and less than two acres. Article 4 of the LDR reads:

### 4.3.A.6.

*For residential lots of record created prior to April 1, 1982 with an area of more than one acre but not more than two acres, with wetlands that abut or connect to the estuaries or their navigable tributaries, the wetland buffer 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 wetland buffer zone equal to or greater than the average wetland buffer and Shoreline Protection Zone of the nearest principal residences on adjacent lots. The average Shoreline Protection Zone or wetland buffer 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.*

- a. Native wetland and upland vegetation in the wetland and wetland buffer shall be maintained and the 25-foot buffer shall be exceeded if the lot size is large enough to allow it and the larger buffer zone conforms to the neighborhood pattern. If a preponderance of native vegetation is absent throughout the wetland buffer, there is no requirement to replant with this material. Invasive exotic vegetation shall be removed from the wetland and wetland buffer as part of any permit approval on the property.

A waiver application is required for this determination.

Jeremy and Katherine Oakey have received an environmental waiver from the Growth Management department to reduce the wetland buffer to 30 feet with no additional construction setbacks (Waiver application GMD2021040243). The rear setbacks for this property are 30 feet. [Martin County, Fla., LDR Section 4.3.A.6 (2018)]

(g) *In the WE-1 district, wherever the lot abuts the Atlantic Ocean, the river or a man-made waterway, there shall be a minimum 50-foot setback from the mean high-water line. Where existing principal residences on adjacent lots are set back more than 50 feet from the mean high water line, the minimum*

*setback from the mean high water line shall be the mean setback of the nearest principal residences on adjacent lots, or , where there is no principal residence within 1,000 feet, the minimum setback from the mean high water line shall be 50 feet. Accessory structures which are not roofed or enclosed by walls or screening shall only be subject to the minimum 50-foot setback from the mean high-water line.*

### **Standards for Amendments to the Zoning Atlas**

1. The Comprehensive Growth Management Plan (CGMP) states in Chapter 4, Section 4.4: “Goal 4.4.: To eliminate or reduce uses of land that are inconsistent with community character or desired future land uses.” And, in Objective 4.4A. “To eliminate inconsistencies between the FLUM and the zoning maps and regulations.”
2. The Martin County Land Development Regulations (LDR), Article 3, Section 3.2 E.1 provides the following “Standards for amendments to the Zoning Atlas.”

*The Future Land Use Map of the CGMP establishes the optimum overall distribution of land uses. The CGMP also establishes a series of land use categories which provide, among other things, overall density and intensity limits. The Future Land Use Map shall not be construed to mean that every parcel is guaranteed the maximum density and intensity possible pursuant to the CGMP and these Land Development Regulations. All goals, objectives and policies of the CGMP shall be considered when a proposed rezoning is considered. The County shall have the discretion to decide that the development allowed on any given parcel of land shall be more limited than the maximum allowable under the assigned Future Land Use Category; provided, however, that the County shall approve some development that is consistent with the CGMP, and the decision is fairly debatable or is supported by substantial, competent evidence depending on the fundamental nature of the proceeding. If upon reviewing a proposed rezoning request the County determines that the Future Land Use designation of the CGMP is inappropriate, the County may deny such rezoning request and initiate an appropriate amendment to the CGMP.*

**a. *Whether the proposed amendment is consistent with all applicable provisions of the Comprehensive Plan; and,***

The requested RE-1/2A Zoning District implements the Estate Density 2UPA Future Land Use policies of the CGMP. The granting of a zoning change to the RE-1/2A Zoning District by the County will be consistent with the policies set forth in the CGMP.

**b. *Whether the proposed amendment is consistent with all applicable provisions of the LDR; and,***

Zoning implementation policies and requirements are contained in Article 3, Zoning Regulations, Land Development Regulations, Martin County Code. Pursuant to Article 3 there is 1 “straight” Category A zoning district available to implement the Estate Density 2UPA future land use classification, which is RE-1/2A, Residential Estate District. Therefore, rezoning the subject property to the RE-1/2A Zoning District is consistent with the Comprehensive Plan. In addition to the “straight” zoning district, the PUD (Planned Unit Development) District is also available as another option. Pursuant to Section 3.10.B., LDR, the RE-1/2A district is intended to implement the policies of the CGMP for lands designated Estate District up to two units per acre on the Future Land Use Map of the CGMP. Therefore, rezoning the subject property to the RE-1/2A Zoning District is consistent with the Land Development Regulations. The granting of a zoning change by the County does not exempt the applicant from any of the County’s Land Development Regulations. The applicant must demonstrate full compliance with all regulations prior to any Development Order approval



action taken by the County.

- c. ***Whether the proposed district amendment is compatible with the character of the existing land uses in the adjacent and surrounding area and the peculiar suitability of the property for the proposed zoning use; and,***

The subject site is located at 2865 SE Saint Lucie Boulevard in Stuart.

The property is not in a Community Redevelopment Area.

The 1.23-acre property related to the zoning request corresponds to ½ of lot W53 of the Golden Gate Plat dated March 4<sup>th</sup>, 1925. This is a waterfront property with the NNE side abutting West Lake which is connected from the west by canals and to the Saint Lucie River that is approximately ¼ mile to the east.

Over a dozen parcels, within a mile of this property, along the Saint Lucie River have converted from the Category “B” WE-1 zoning district to “A” RE-1/2A Residential Estate district.

- d. ***Whether and to what extent there are documented changed conditions in the area; and,***

The pattern of development which has focused on residential uses is well established. A review of historical aerials indicate that conditions have not substantially changed in the area since the adoption of the County’s Future Land Use Map in 1982.

- e. ***Whether and to what extent the proposed amendment would result in demands on public facilities; and,***

The property is located within the Primary Urban Services District. As such, the full range of urban services at service levels established by the CGMP is available for the property. The request to rezone does not increase the intensity or uses of the Future Land Use Designation therefore, the rezoning to RE-1/2A, Residential Estate District does not increase the demands on Public Facilities.

- f. ***Whether and to what extent the proposed amendment would result in a logical, timely and orderly development pattern which conserves the value of existing development and is an appropriate use of the county's resources; and,***

The proposed amendment to the zoning atlas is consistent with the Estate Density 2UPA assigned to the Future Land Use Map in 1982. The permitted uses and Land Development regulations pertaining to the RE-1/2A Zoning District are well suited for the area and will conserve the value and development pattern that is well established.

- g. ***Consideration of the facts presented at the public hearings.***

The subject application requires a public hearing before the Local Planning Agency, who will make a recommendation on the request; and, before the Board of County Commissioners, who will take final action on the request. The two hearings will provide the public an opportunity to participate in the review and decision-making process.

### **C. Staff recommendation**

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

<b>Section</b>	<b>Division or Department</b>	<b>Reviewer</b>	<b>Phone</b>	<b>Assessment</b>
F	Comprehensive Plan	Brian Elam	288-5501	Comply
G	Development Review	Brian Elam	288-5501	Comply

H	County Attorney	Krista Storey	288-5923	Review Ongoing
I	Adequate Public Facilities	Brian Elam	288-5501	Exemption

Staff has reviewed this petition for rezoning of property from a Category “B” zoning district to a Category “A” zoning district designation. The Category “A” zoning districts were specifically designed to implement the CGMP. Staff has determined that the petition has been submitted and reviewed consistent with the procedural requirements of LDR, Article 10 and is in compliance with the substantive provisions of LDR, Article 3. The Board is advised that this application is in order and qualifies for an action of approval.

***D. Review Board action***

This application is classified as an amendment to the official zoning atlas. Pursuant to LDR, Article 10, Section 10.3.B., Martin County, Fla. (2019), a review of this application at a public hearing is required by the Local Planning Agency (LPA), which shall provide a recommendation for the Board’s consideration. And, pursuant to LDR, Article 10, Section 10.5.F.9, Martin County, Fla. (2019), final action on this request for an amendment to the official zoning atlas is required by the Board of County Commissioners (BCC) at a public hearing.

**E. Location and site information**

Parcel number: 37-38-41-007-500-00530-7 (373841007500005307)  
Parcel address: 2865 SE Saint Lucie Boulevard, Stuart, FL 34997  
Existing Zoning: WE-1, Waterfront Estates District  
Future land use: Estate Density up to 2 units per acre  
Gross area of site: 1.23 acres

**Figure 1 Location Map**



**Figure 2 Subject Site 2021 Aerial**



**Figure 3 Local Area 2021 Aerial**



Adjacent existing or proposed development:

- To the north: Single Family Residential (across West Lake)
- To the south: Single Family Residential (across SE Saint Lucie Boulevard)
- To the east: Single Family Residential
- To the west: Single Family Residential

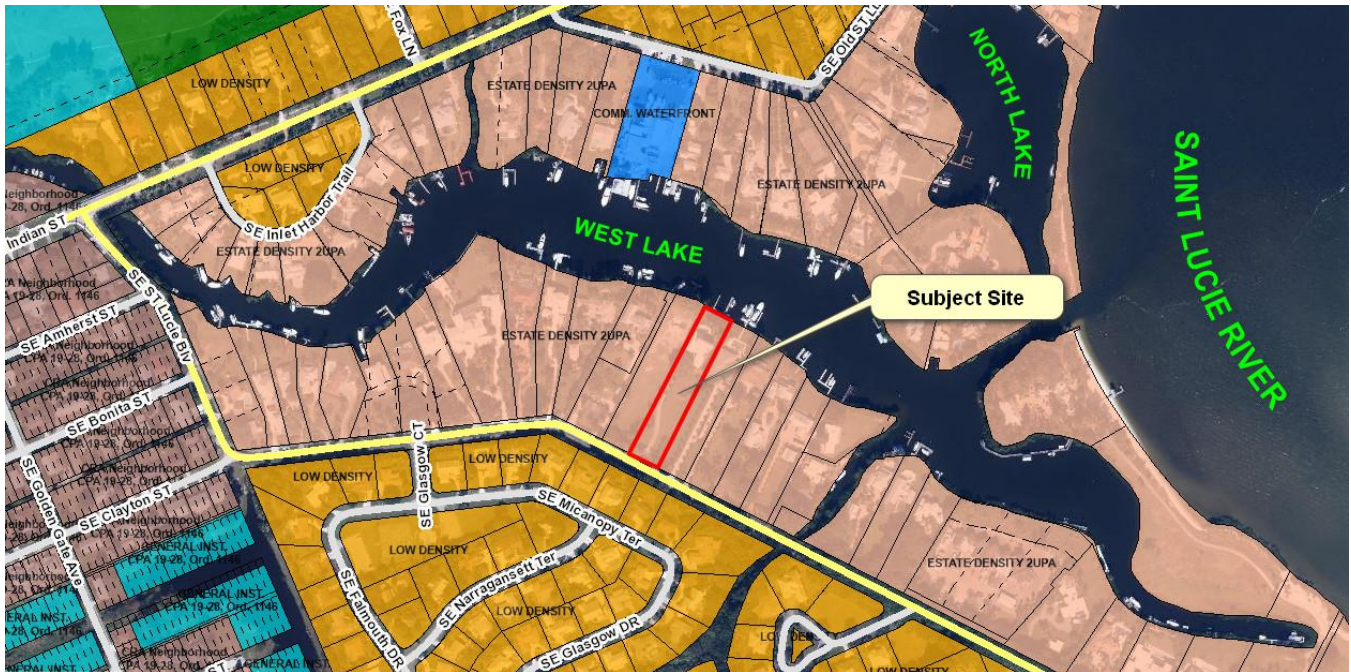
**Figure 4 Zoning Atlas Map**



Zoning district designations of abutting properties:

- To the north: WE-1, Waterfront Estates District (across West Lake)
- To the south: R-1C, R-1A Single-Family Residential Districts (across SE Saint Lucie Boulevard)
- To the east: WE-1, Waterfront Estates District
- To the west: WE-1, Waterfront Estates District

**Figure 5 Future Land Use Map**



Future land use designations of abutting properties:

- To the north: Estate Density 2UPA (across West Lake)
- To the south: Low Density (across SE Saint Lucie Boulevard)
- To the east: Estate Density 2UPA (across West Lake)
- To the west: Estate Density 2UPA (across West Lake)

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

**Findings of Compliance:**

The Growth Management Department Development Review Division staff has reviewed the application and finds it in compliance with the applicable regulations. There are no unresolved Comprehensive Growth Management Plan requirements issues associated with this application. [Martin County, Fla., CGMP Section 4.4A.1 (2016)]

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

The Growth Management Department Development Review Division staff has reviewed the application and, pursuant to the analysis provided in Section B of this report, finds this application in compliance with the applicable regulations. There are no unresolved land use, site design standards, zoning and procedural requirements issues associated with this application.

**Additional Information:**

**Information #1:**

Notice of A Public Hearing

The notice of a public hearing regarding development applications shall be mailed at least 14 calendar

days prior to the public hearing by the applicant to all owners of real property located within 500 feet of the boundaries of the affected property. [Martin County, Fla., LDR Section 10.6.E. (2019)]

**Information #2:**

Notice(s) of public hearings regarding development applications shall be published by the County at least 14 days prior to the date of the public hearing in the legal advertisement section of a newspaper of general circulation in Martin County. The applicant shall reimburse the County for the cost(s) of the newspaper ad(s) as a post approval requirement for the application. [Martin County, Fla., LDR Section 10.6.D. (2019)]

**Information #3:**

Based upon the staff findings of compliance, this application will be scheduled for the next LPA meeting, and following that hearing will be scheduled for the next BCC meeting dependent upon the County's scheduling policy.

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

Review Ongoing

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

The review for compliance with the standards for a Certificate of Adequate Public Facilities Exemption for development demonstrates that no additional impacts on public facilities were created in accordance with Section 5.32.B., LDR, Martin County, Fla. (2016). Exempted development will be treated as committed development for which the County assures concurrency.

Examples of developments that do not create additional impact on public facilities include:

- A. Additions to nonresidential uses that do not create additional impact on public facilities;
- B. Changes in use of property when the new use does not increase the impact on public facilities over the pre-existing use, except that no change in use will be considered exempt when the preexisting use has been discontinued for two years or more;
- C. Zoning district changes to the district of lowest density or intensity necessary to achieve consistency with the Comprehensive Growth Management Plan;
- D. Boundary plats which permit no site development.

***J. Post-approval requirements***

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

**Item #1:**

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

**Item #2:**

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

**K. Local, State, and Federal Permits**

No Local, State and Federal Permits are applicable to a rezoning action which does not permit any development activities.

**L. Fees**

A non-mandatory zoning change fees for the development order will be determined and billed subsequent to the public hearing. Fees for this application are calculated as follows:

<i>Fee type:</i>	<i>Fee amount:</i>	<i>Fee payment:</i>	<i>Balance:</i>
Application review fees:	\$3,115.00	\$3,115.00	\$0.00
Advertising fees*:	TBD		
Recording fees**:	TBD		

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

\*\* Recording fees will be identified on the post approval checklist

**M. General application information**

Applicant: Jeremy and Katherine Oakey  
2865 SE Saint Lucie Boulevard  
Stuart, FL 34997

Agent: McCarthy, Summers, Wood, Norman, Melby & Schultz, P.A.  
Christen Spake, Esquire  
2400 SE Federal Highway, 4<sup>th</sup> Floor  
Stuart, FL 34994



## *N. Acronyms*

ADA	Americans with Disability Act
AHJ	Authority Having Jurisdiction
ARDP	Active Residential Development Preference
BCC	Board of County Commissioners
CGMP	Comprehensive Growth Management Plan
CIE	Capital Improvements Element
CIP	Capital Improvements Plan
FACBC	Florida Accessibility Code for Building Construction
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
LDR	Land Development Regulations
LPA	Local Planning Agency
MCC	Martin County Code
MCHD	Martin County Health Department
NFPA	National Fire Protection Association
SFWMD	South Florida Water Management District
W/WWSA	Water/Wastewater Service Agreement

---

[space above line provided for recording data]

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

**RESOLUTION NUMBER 22-**

**REGARDING A CHANGE IN ZONING CLASSIFICATION FROM WE-1,  
WATERFRONT ESTATE DISTRICT, TO RE-1/2A, RESIDENTIAL ESTATE  
DISTRICT FOR JEREMY AND KATHERINE OAKEY**

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

1. Jeremy and Katherine Oakey submitted an application for a change in zoning district classification from the current WE-1, Waterfront Estate District to RE-1/2A, Residential Estate District, for the property described in Exhibit A, attached hereto.
2. The Local Planning Agency considered the application at a public hearing on May 5, 2022. The LPA's recommendations were forwarded to the Board of County Commissioners.
3. This Board has considered such recommendations.
4. Upon proper notice of hearing this Board held a public hearing on the application on May 17, 2022.
5. At the public hearing, all interested parties were given an opportunity to be heard.
6. All conditions precedent to granting the change in zoning district classification have been met.

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

A. The zoning district classification of the property described in Exhibit A is hereby changed from WE-1, Waterfront Estate District to RE-1/2A, Residential Estate District.

B. Pursuant to Section 5.32.B.3.f., Land Development Regulations, Martin County Code, this rezoning action is hereby determined to meet the requirements for a Certificate of Public Facilities Exemption.

C. Pursuant to Section 14.1C.5.(2), Comprehensive Growth Management Plan, Martin County Code, regarding preliminary development approvals, the property described in Exhibit A is subject to a determination of level of service capacity at final site plan approval and no rights to obtain final development orders, nor any other rights to develop the subject property have been granted or implied by this Board.

D. This resolution shall be recorded in the public records of Martin County. A copy of this resolution shall be forwarded to the applicant(s) by the Growth Management Department subsequent to recording.

**DULY PASSED AND ADOPTED THIS 17TH DAY OF MAY, 2022.**

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

BY: \_\_\_\_\_  
CAROLYN TIMMANN, CLERK OF  
THE CIRCUIT COURT AND  
COMPTROLLER

BY: \_\_\_\_\_  
DOUG SMITH, CHAIR

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

BY: \_\_\_\_\_  
KRISTA A. STOREY  
SENIOR ASSISTANT COUNTY ATTORNEY

ATTACHMENTS:

Exhibit A, Legal Description

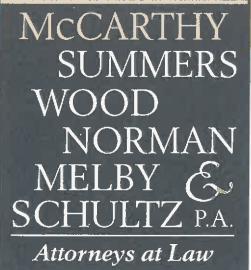
## *EXHIBIT A*

### **Legal Description**

**That certain real property located in Martin County, Florida, more particularly described as follows: Lying and being in Township 38 South, Range 41 East, being known as the Southeasterly one-half of Lot W-53, PORT SEWALL, a Subdivision according to the Plat recorded November 18, 1913, recorded in Plat Book 3, Page 8, Palm Beach County (now Martin County), Florida Public Records, being further described as follows: Start at a concrete monument located on the Southwesterly corner of Lot W-53, Plat of Sewalls Point Land Company, Plat Book 1, Page 129-A, Public Records of Palm Beach (now Martin) County, Florida, for the point of beginning, thence run Northeasterly along the Southeasterly line of said Lot W-53, a distance of 480 feet to a concrete monument; thence continue to run Northeasterly along said lot line, a distance of 40 feet, more or less, to the waters of West Lake, thence meander Northerly and Westerly along the waters of said West Lake to the intersection with a line that is 100 feet Northwesterly of and parallel to said Southeasterly line of Lot W-53; thence run Southwesterly, along said parallel line a distance of 70 feet, more or less, to a concrete monument; thence continue to run Southwesterly along said parallel line, a distance of 465 feet to a concrete monument located on the Easterly right of way of St. Lucie Avenue; thence run Southeasterly along said right of way a distance of 100 feet to the Point of Beginning.**

PARCEL ID: 37-38-41-007-500-00530-7

TOTAL AREA: 1.23 ACRES



February 25, 2022

**VIA HAND-DELIVERY**

Paul Schilling  
Martin County Growth Management Department  
2401 SE Monterey Road  
Stuart, FL 34996

Re: **Jeremy and Katherine Oakey/Development Review Application for Zoning Change – 2865 SE St. Lucie Blvd., Stuart, FL 34997**

Dear Paul:

Enclosed please find the following with regards to the above-referenced matter:

1. Original Development Review Application Checklist (original and one copy);
2. Original Development Review Application (original and one copy);
3. Original Digital Submittal Affidavit (original and one copy);
4. Original Project Narrative (original and one copy);
5. Our client's check number 5531, made payable to the Martin County Board of County Commissioners in the amount of \$3,115.00.
6. Original Limited Power of Attorney (original and one copy);
7. Copy of Recorded Deed (two copies);
8. Original Property Transfer Certification (original and one copy);
9. Legal Description (original and one copy);
10. Location Map (original and one color copy);
11. Aerial Photo (original and one copy);
12. Assessment Map (original and one copy);
13. Future Land Use Map (original and one copy);
14. 500 Foot Radial Search of Surrounding Property Owners (original and one copy);
15. Original Disclosure of Interest Affidavit (original and one copy); and
16. Digital Disc of above-referenced application documents.

Please advise if you need anything further.

Very truly yours,

Donna Botts, FRP  
Paralegal to: Christen L. Spake, Esquire and Terence P. McCarthy, Esquire  
[dad@mccarthysummers.com](mailto:dad@mccarthysummers.com)  
/s  
Enclosures  
cc: Client

Terence P. McCarthy \*  
Robert P. Summers \*  
Steven J. Wood \*\*  
Kenneth A. Norman  
Nicola J. Boone Melby \*\*\*  
Owen Schultz  
Margaret E. Wood  
Jessica M. VanValkenburgh  
Donna R. McMillan  
Christen Spake  
Kimberly A. Ryan  
David A. Lewis  
*\*Board Certified  
Real Estate Lawyer*  
*\*\*Board Certified Wills,  
Trusts & Estates Lawyer*  
*\*\*\*Board Certified  
Elder Law Lawyer*

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GROWTH MANAGEMENT DEPARTMENT



Martin County, Florida Growth Management Department
DEVELOPMENT REVIEW DIVISION
2401 SE Monterey Road, Stuart, FL 34996
772-288-5495 www.martin.fl.us

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Zoning Change Checklist

Please include the following items in the order shown below. In addition, if any item is not included, please identify the item and the reason for its exclusion in the narrative.

- 1. APPLICATION: Please use the new application form. Application
2. AFFIDAVIT: Complete the affidavit for digital submission. Affidavit for digital submission
3. When submitting the 8 1/2 by 11 or 14 inch documents digitally, include one disc or flash drive. bookmarked as indicated in the Application Instructions. One paper packet must also be submitted.
4. When submitting large format plans digitally, include two sets of paper plans. Each of the plans listed below should be submitted on either a disc flash drive with #3 above. Do NOT scan the plans, but save the original .dwg or other file type as a .pdf at a minimum of 24x 36 inches and 300 dpi.
5. NARRATIVE: A complete project narrative including what is being requested, the location and size of the subject property.
6. A check made payable to the Martin County Board of County Commissioners per the Development Review Fees. Development review fee schedule
7. POWER OF ATTORNEY: A notarized power of attorney authorizing an agent to act on the owner's behalf.
8. RECORDED DEED: A copy of the recorded deed(s) for the subject property.
9. PROPERTY TRANSFER: A certification of any property transfer since the property was deeded to the current property owner. If there has not been a property title transfer since the recorded deed, provide a certified statement that no title transfer has occurred.
10. LEGAL DESCRIPTION: Full legal description including parcel control number(s) and total acreage (8 1/2 x 11).
11. LOCATION MAP: A location map (8 1/2 x 11) showing the property and all major and minor roadways in and adjacent to the property with the property clearly outlined.
12. AERIAL PHOTO: Recent aerial photograph of the site with the property clearly outlined.

- 13. **ASSESSMENT MAP:** Martin County Property Appraiser's assessment map with the subject property outlined.
- 14. **FUTURE LAND USE MAP:** Martin County Growth Management Plan, Future Land Use Map with the subject property outlined.
- 15. **PROPERTY OWNERS:** Certified list of property owners to be notified by letter of the public hearings as required by Section 10.6.E., LDR.
- 16. **SCHOOL IMPACT WORKSHEET:** A school impact worksheet, if a residential zoning district. [School Impact Worksheet](#)
- 17. **DISCLOSURE of INTEREST AFFIDAVIT:** Please submit a completed financial disclosure affidavit form. [Section 10.5.D.1., LDR] [Disclosure of Interest Affidavit](#)

**RESOURCES:** [Martin County Development Review Webpage](#)



Martin County, Florida  
 Growth Management Department  
 DEVELOPMENT REVIEW DIVISION  
 2401 SE Monterey Road, Stuart, FL 34996 772-288-5495 [www.martin.fl.us](http://www.martin.fl.us)

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**DEVELOPMENT REVIEW APPLICATION**

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**A. GENERAL INFORMATION**

**Type of Application:** Zoning Change

**Name or Title of Proposed Project:** Oakey Residence

**Brief Project Description:**

Applicant seeks to rezone property from Category "B" zoning district WE-1 to Category "A" zoning district RE-1/2A in order to add a pool and make other changes to the residence that would comply with the RE-1/2A zoning district.

**Was a Pre-Application Held?**  YES/NO  **Pre-Application Meeting Date:** \_\_\_\_\_

**Is there Previous Project Information?**  YES/NO

**Previous Project Number if applicable:** \_\_\_\_\_

**Previous Project Name if applicable:** \_\_\_\_\_

**Parcel Control Number(s)**

37-38-41-007-500-00530-7 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**B. PROPERTY OWNER INFORMATION**

**Owner (Name or Company):** Jeremy and Katherine Oakey

**Company Representative:** \_\_\_\_\_

**Address:** 2865 SE St. Lucie Blvd.

**City:** Stuart, **State:** FL **Zip:** 34997

**Phone:** \_\_\_\_\_ **Email:** joakey@yahoo.com



**C. PROJECT PROFESSIONALS****Applicant (Name or Company):** Same as owner.

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Agent (Name or Company):** See attorney.

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Contract Purchaser (Name or Company):** \_\_\_\_\_

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Land Planner (Name or Company):** \_\_\_\_\_

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Landscape Architect (Name or Company):** \_\_\_\_\_

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Surveyor (Name or Company):** Betsy Lindsay, Inc.Company Representative: Betsy LindsayAddress: 7997 W Jack James DriveCity: Stuart, State: FL Zip: 34997Phone: (772) 286-5753 Email: blindsay@blindsay.com**Civil Engineer (Name or Company):** \_\_\_\_\_

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**PROJECT PROFESSIONALS CONTINUED****Traffic Engineer (Name or Company):** \_\_\_\_\_

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Architect (Name or Company):** \_\_\_\_\_

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Attorney (Name or Company):** McCarthy, Summers, Wood, Norman, Melby & Schultz, P.A.Company Representative: Christen Spake, EsquireAddress: 2400 SE Federal Highway, 4th FloorCity: Stuart, State: FL Zip: 34994Phone: (772) 286-1700 Email: cls@mccarthysummers.com**Environmental Planner (Name or Company):** \_\_\_\_\_

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Other Professional (Name or Company):** Apex Pavers & Pools

Company Representative: \_\_\_\_\_

Address: 725 SE Monterey RoadCity: Stuart, State: FL Zip: 34994Phone: (772) 419-5151 Email: \_\_\_\_\_**D. Certification by Professionals**

Section 10.5.F.6.h., Article 10, Development Review Procedures, Land Development Regulations (LDR), Martin County Code (MCC) provides the following:

When reviewing a development application that has been certified by a professional listed in F.S. § 403.0877, F.S., the County shall not request additional information from the applicant more than three times, unless the applicant waives the limitation in writing. If the applicant states in writing that the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the County, at the applicant's request, shall proceed to process the application for approval or denial. (125.022(1), Fla. Stat.)



This box must be checked if the applicant waives the limitations.

**E. APPLICANT or AGENT CERTIFICATION**

I have read this application, and to the extent that I participated in the application, I have answered each item fully and accurately.

[Signature]  
Applicant Signature

1/28/2022  
Date

JEREMY OAKLEY  
Printed Name

**NOTARY ACKNOWLEDGMENT**

STATE OF: Florida COUNTY OF: Martin

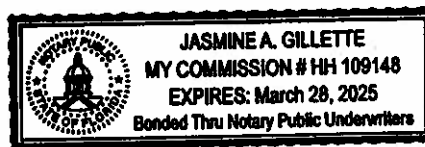
I hereby certify that the foregoing instrument was acknowledged before me this 28 day of January, 20 22, by Jeremy Oakley.

He or She ~~is~~ is personally known to me or X has produced Drivers license as identification.

[Signature]  
Notary Public Signature

Jasmine A. Gillette  
Printed name

STATE OF: FLORIDA at-large



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### Digital Submittal Affidavit

I, DONNA BOTTS, attest that the electronic version included for the project Oakey Residence Rezoning Application is an exact copy of the documents that were submitted for sufficiency, excluding any requested modifications made by the sufficiency review team. All requested modifications, if any, have been completed and are included with the packet.

Donna Botts  
Applicant Signature

2/24/2022  
Date

### NOTARY ACKNOWLEDGMENT

STATE OF: Florida COUNTY OF: Martin

I hereby certify that the foregoing instrument was acknowledged before me this 24 day of February, 20 22, by Donna Botts.

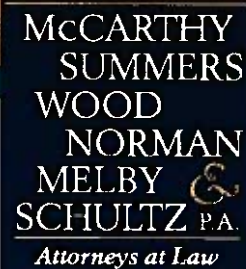
He or She is personally known to me or \_\_\_ has produced Drivers license as identification.

Jasmine A. Gillette  
Notary Public Signature

Jasmine A. Gillette  
Printed name

STATE OF: FLORIDA at-large





February 2, 2022

Martin County Growth Management Department  
Development Review Division  
2401 SE Monterey Rd.  
Stuart, FL 34996

**RE: Narrative: Application for Zoning Change**  
**Site: 2865 SE ST LUCIE BLVD STUART FL ("Property")**  
**PCN: 37-38-41-007-500-00530-7**  
**Owner/Applicant: Jeremy and Katherine Oakey**

Dear Development Review Division Members:

This firm represents the Applicant in connection with their application to change the zoning of Property located off SE St. Lucie Blvd, north of the Stuart Yacht and Country Club and south of Indian Street. The waterfront lot is 1.2260 legal acres according to the Property Appraiser's data, with a future land use designation of Estate Density 2UPA and a current "Category B" zoning of WE-1, Waterfront Estate District.

Applicant acquired the Property in mid-2017 and has used it as their primary residence since that time. The existing pool would require extensive repairs and Applicant would like to simply replace it with a more modern pool consistent with the quality and character of the neighborhood, as well as undertake renovations of the residence and improvements to the site impacting the height and other building dimensions. Applicant requests a change of zoning on the Property to RE-1/2A, which is the Category "A" zoning district created to implement the Property's future land use of Estate Density 2UPA. This change would be consistent with Martin County's Comprehensive Growth Management Plan ("CGMP") and would allow Applicant's desired improvements to comply with applicable building area restrictions in the Land Development Regulations.

Since the adoption of the CGMP and Future Land Use Map, several surrounding waterfront properties in the Port Sewall neighborhood have been rezoned to the RE-1/2A zoning district. This zoning amendment would not change the use of the Property nor increase demands on public facilities; however, it would allow the Property to be updated in accordance with development in the surrounding area.

On behalf of the Applicant, we respectfully request that this application to change the zoning on the Property from WE-1 to RE-1/2A be granted.

McCarthy, Summers, Wood, Norman, Melby & Schultz, P.A.  
2400 S.E. Federal Highway • Fourth Floor • Stuart, FL 34994  
(772) 286-1700 • Fax (772) 283-1803 • www.McCarthySummers.com

- Terence P. McCarthy \*
  - Robert P. Summers \*
  - Steven J. Wood \*\*
  - Kenneth A. Norman
  - Nicola J. Boone Melby \*\*\*
  - Owen Schultz
  - Margaret E. Wood
- 
- Donna R. McMillan
  - Jessica M. VanValkenburgh
  - Christen Spake
  - Kimberly A. Ryan
- 
- \*Board Certified Real Estate Lawyer
  - \*\*Board Certified Wills, Trusts & Estates Lawyer
  - \*\*\*Board Certified Elder Law Lawyer

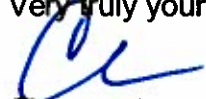
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**FEB 09 2022**  
**GROWTH MANAGEMENT DEPARTMENT**

McCARTHY, SUMMERS, WOOD,  
NORMAN, MELBY & SCHULTZ, P.A.

February 2, 2022  
Page 2

Thank you for your time and attention to this request, and please do not hesitate to reach out should you require anything further to complete your review.

Very truly yours,



Christen Spake, Esq.  
[cls@mccarthysummers.com](mailto:cls@mccarthysummers.com)

cc: Client

**RECEIVED**

**FEB 09 2022**

**GROWTH MANAGEMENT  
DEPARTMENT**

## LIMITED POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

**WHEREAS, Jeremy and Katherine Oakey** (“Applicant”), is the applicant for a zoning change on certain real property lying and being in Martin County, Florida, more particularly described on **Exhibit “A”** attached hereto.

**WHEREAS**, the Applicant wishes to appoint the individual hereinafter named as their Attorney-In-Fact, for the purposes hereinafter set forth:

Application for Zoning Change before Martin County and all matters related thereto  
(the “Land Use Application”)

**NOW, THEREFORE**, the Applicant hereby appoints **Terence P. McCarthy, Esquire**, as its Attorney-In-Fact (the “Attorney”), to act, manage, conduct, do and perform any and all acts and deeds of whatsoever nature which shall or may be, in the reasonable judgment of the Attorney, proper and expedient in connection with the governmental approvals process. This Power of Attorney shall extend to and include, but not be limited to, the execution by the Attorney of all other acts necessary for the Land Use Application.

The Attorney shall have full power to accomplish the purposes of this Power of attorney as fully and effectually in all respects as the Applicant could do if personally present. The Attorney shall not be required to post bond of any nature in connection with this Power of Attorney.

No action by the Applicant subsequent to the making of this instrument shall be considered or treated as a revocation of the actions taken by the Attorney pursuant hereto. The exercise by the Attorney at any time, for from time to time, of any of the rights or powers hereunder shall not exhaust the capacity and power of the Attorney thereafter from time to time to exercise such rights and powers, or any of them, but such capacity and power shall continue at all times so long as this instrument shall be in effect.

The Applicant hereby ratifies and confirms, and agrees at all times to ratify and confirm, all that the Attorney shall lawfully do or cause to be done in and about the Property by virtue of this instrument.

The address of the Attorney is: McCarthy, Summers, Wood, Norman, Melby & Schultz, P.A., 2400 SE Federal Highway, 4<sup>th</sup> Floor, Stuart, FL 34994.

This Limited Power of Attorney shall terminate upon the earlier of (a) sixty (60) days after the approval or disapproval of the Land Use Application or (b) written notice from the Applicant to the Attorney.

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FEB 09 2022

**GROWTH MANAGEMENT  
DEPARTMENT**

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents the 28 day of January, 2022.

Witnesses:

[Signature]

Christen Spake  
Printed Name of Witness

[Signature]  
Jeremy Oakey

[Signature]  
Jasmine A. Gillette  
Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28 day of January, 2022, by Jeremy Oakey, who  is personally known to me or  has produced Drivers License as identification.

[Signature]  
Notary Public  
Printed Name: Jasmine A. Gillette  
My Commission Expires: March 28, 2025



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FEB 09 2022  
GROWTH MANAGEMENT  
DEPARTMENT



**EXHIBIT "A"**  
**Legal Description**

That certain real property located in Martin County, Florida, more particularly described as follows: Lying and being in Township 38 South, Range 41 East, being known as the Southeasterly one-half of Lot W-53, PORT SEWALL, a Subdivision according to the Plat recorded November 18, 1913, recorded in Plat Book 3, Page 8, Palm Beach County (now Martin County), Florida Public Records, being further described as follows: Start at a concrete monument located on the Southwesterly corner of Lot W-53, Plat of Sewalls Point Land Company, Plat Book 1, Page 129-A, Public Records of Palm Beach (now Martin) County, Florida, for the point of beginning, thence run Northeasterly along the Southeasterly line of said Lot W-53, a distance of 480 feet to a concrete monument; thence continue to run Northeasterly along said lot line, a distance of 40 feet, more or less, to the waters of West Lake, thence meander Northerly and Westerly along the waters of said West Lake to the intersection with a line that is 100 feet Northwesterly of and parallel to said Southeasterly line of Lot W-53; thence run Southwesterly, along said parallel line a distance of 70 feet, more or less, to a concrete monument; thence continue to run Southwesterly along said parallel line, a distance of 465 feet to a concrete monument located on the Easterly right of way of St. Lucie Avenue; thence run Southeasterly along said right of way a distance of 100 feet to the Point of Beginning.



Prepared by and return to:  
 Lorraine M. Johnson  
 Legal Assistant  
 Marc R. Gaylord, P.A.  
 12000 SE Old Dixie Hwy.  
 Hobe Sound, FL 33455  
 772-545-7740  
 File Number: 2017-194  
 Will Call No.:

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 20th day of June, 2017 between Patrick Borrigo and Luisa Borrigo, husband and wife whose post office address is 1585 SE St Lucie Blvd, Stuart, FL 34997, grantor, and Jeremy L. Oakey and Katherine N. Oakey, husband and wife whose post office address is 2865 SE Saint Lucie Blvd., Stuart, FL 34997, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Martin County, Florida to-wit:

That certain real property located in Martin County, Florida, more particularly described as follows: Lying and being in Township 38 South, Range 41 East, being known as the Southeasterly one-half of Lot W-53, PORT SEWALL, a Subdivision according to the Plat recorded November 18, 1913, recorded in Plat Book 3, Page 8, Palm Beach County (now Martin County), Florida Public Records, being further described as follows: Start at a concrete monument located on the Southwesterly corner of Lot W-53, Plat of Sewalls Point Land Company, Plat Book 1, Page 129-A, Public Records of Palm Beach (now Martin) County, Florida, for the point of beginning, thence run Northeasterly along the Southeasterly line of said Lot W-53, a distance of 480 feet to a concrete monument; thence continue to run Northeasterly along said lot line, a distance of 40 feet, more or less, to the waters of West Lake, thence meander Northerly and Westerly along the waters of said West Lake to the intersection with a line that is 100 feet Northwesterly of and parallel to said Southeasterly line of Lot W-53; thence run Southwesterly, along said parallel line a distance of 70 feet, more or less, to a concrete monument; thence continue to run Southwesterly along said parallel line, a distance of 465 feet to a concrete monument located on the Easterly right of way of St. Lucie Avenue; thence run Southeasterly along said right of way a distance of 100 feet to the Point of Beginning.

Parcel Identification Number: 37-38-41-007-500-00530.70000

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said

land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2016.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

*[Signature]*  
Witness Name: Deborah Flowers  
Witness Name: **Deborah Flowers**

*[Signature]* (Seal)  
Patrick Borrico

*[Signature]*  
Witness Name: Deborah Flowers  
Witness Name: **Deborah Flowers**

*[Signature]* (Seal)  
Luisa Borrico

State of Florida  
County of Martin

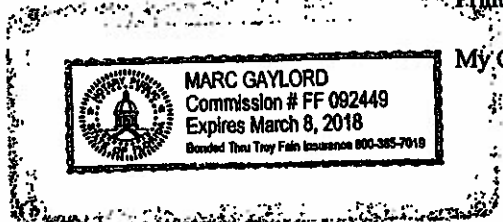
The foregoing instrument was acknowledged before me this 20 day of June, 2017 by Patrick Borrico and Luisa Borrico, who  are personally known or  have produced a driver's license as identification.

[Notary Seal]

*[Signature]*  
Notary Public

Printed Name: MARC GAYLORD

My Commission Expires: \_\_\_\_\_



COPY

COPY

**CERTIFICATE OF OWNERSHIP**

Based upon a search of the public records available on the Martin County Clerk of Court's official records index website, the undersigned certifies that the property legally described on Exhibit "A" attached hereto and made a part hereof is owned by Jeremy and Katherine Oakey ("Owner"), and as of January 24, 2022 there have been no recorded transfers of the subject property since that certain deed from Patrick and Luisa Borrico to Owner, recorded on June 22, 2017, in Official Records Book 2933, Page 46, of the Public Records of Martin County, Florida.

DATED this 1<sup>st</sup> day of February, 2022.

  
\_\_\_\_\_  
Christen Spake, Esq.  
Attorney for Applicant

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 1<sup>st</sup> day of February, 2022, by Christen Spake, Esq., who is personally known to me or has produced \_\_\_\_\_ as identification.

[SEAL]

  
\_\_\_\_\_  
Signature of Notary Public

DONNA BOTTS  
\_\_\_\_\_  
Print, type, or stamp commissioned  
Name of Notary Public  
My Commission expires: 12/15/22



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**FEB 09 2022**

**GROWTH MANAGEMENT  
DEPARTMENT**

**Exhibit "A"**  
**Legal Description**

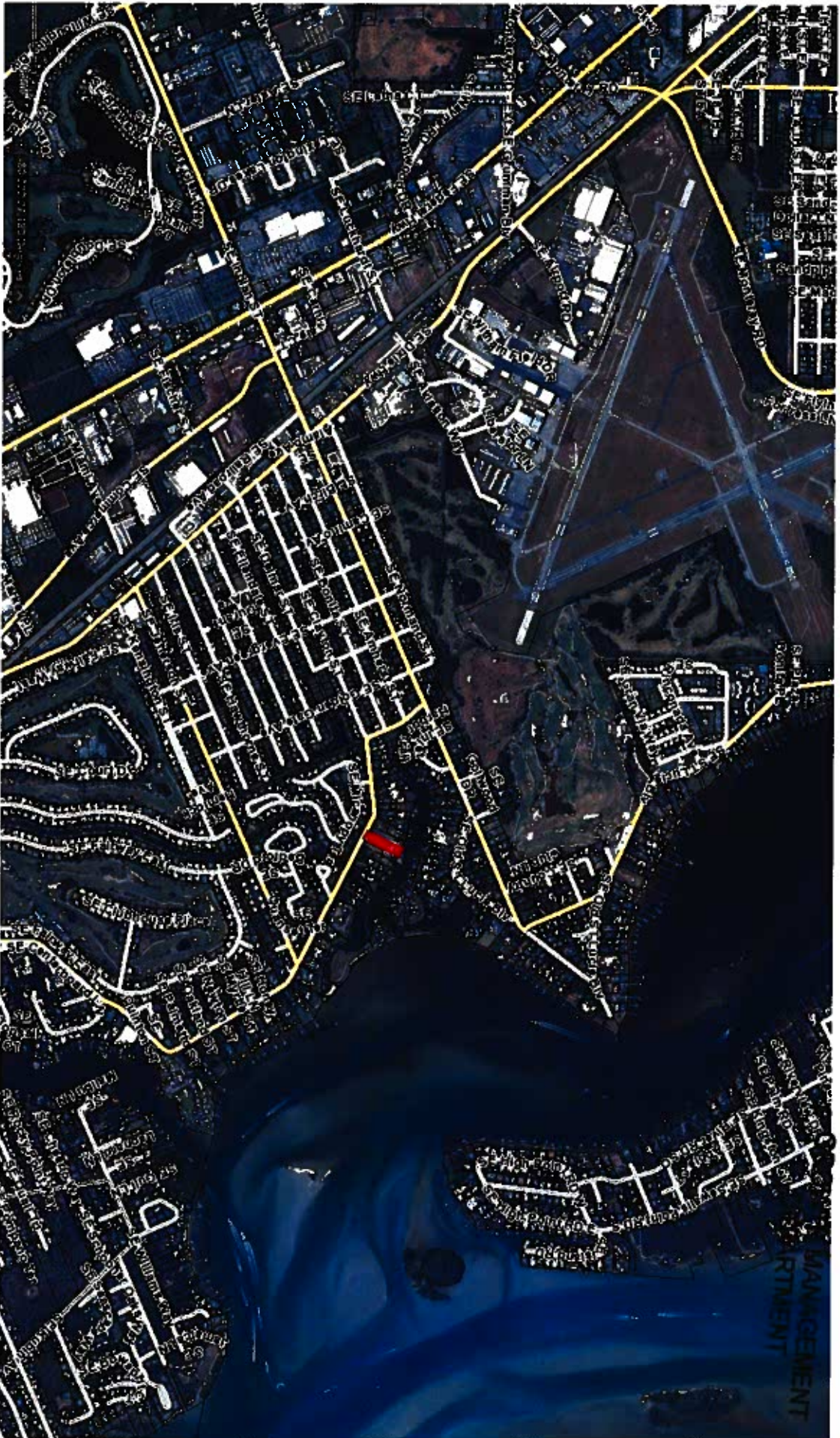
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## Legal Description

PCN: 37-38-41-007-500-00530-7

That certain real property located in Martin County, Florida, more particularly described as follows: Lying and being in Township 38 South, Range 41 East, being known as the Southeasterly one-half of Lot W-53, PORT SEWALL, a Subdivision according to the Plat recorded November 18, 1913, recorded in Plat Book 3, Page 8, Palm Beach County (now Martin County), Florida Public Records, being further described as follows: Start at a concrete monument located on the Southwesterly corner of Lot W-53, Plat of Sewalls Point Land Company, Plat Book 1, Page 129-A, Public Records of Palm Beach (now Martin) County, Florida, for the point of beginning, thence run Northeasterly along the Southeasterly line of said Lot W-53, a distance of 480 feet to a concrete monument; thence continue to run Northeasterly along said lot line, a distance of 40 feet, more or less, to the waters of West Lake, thence meander Northerly and Westerly along the waters of said West Lake to the intersection with a line that is 100 feet Northwesterly of and parallel to said Southeasterly line of Lot W-53; thence run Southwesterly, along said parallel line a distance of 70 feet, more or less, to a concrete monument; thence continue to run Southwesterly along said parallel line, a distance of 465 feet to a concrete monument located on the Easterly right of way of St. Lucie Avenue; thence run Southeasterly along said right of way a distance of 100 feet to the Point of Beginning.

1.2260 Legal Acres



Location Map

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Aerial Photo



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DEPARTMENT





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**GROWTH MANAGEMENT**  
**DEPARTMENT**

1 inch = 200 feet  
 PROPERTY APPRAISAL ASSESSMENT MAP  
 MARTIN COUNTY, FLORIDA  
 MAP BOOK SERIES - JANSSEN GRANT  
 ASSIGNED RES. 37 (PO-3)  
 TOWNSHIP 36S RANGE 41E  
 PLAN DATE - 1/23/2020

- Legend**
- LINES
  - SECTION/OVER
  - EASEMENT
  - PARCEL
  - LOT CORNER
  - FENCE/SHORE
  - PALM/ROAD/ROW
  - ROAD/ROW
  - SUBMERGED
  - TEXT
  - METERS AND BOUNDS
  - LOT NUMBERS
  - (UNRECORDED LOT)

**Disclaimer**  
 Public information data is furnished by the Martin County Property Appraiser's office, and must be accepted and used by the recipient with the understanding that this office makes no warranties, expressed or implied as to the exactness, accuracy, reliability, completeness, usefulness, suitability under timeliness of information or facts herein.  
 The data is not certified. This data does not include any owners who qualify for confidentiality pursuant to FC 119.071 & 405.6122. The office assumes no liability associated with the use or misuse of such data.



# PT Prestige title agency, inc.

736 colorado avenue, suite a, stuart, florida 34994 · phone: (772) 283-5590 fax: (772) 283-5699 email: ptatitle@bellsouth.net

January 27, 2022

## Ownership Search

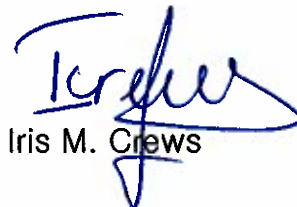
Prepared For: McCARTY, SUMMERS, WOOD, NORMAN, MELBY & SCHULTZ P.A.

We hereby certify that a search has been made of the Martin County Property Appraiser's records regarding a 500- foot area surrounding the following described parcel of land:

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

TAX ID: See Exhibit "B" attached hereto  
OWNER: & made a part hereof.  
ADDRESS:

The apparent property owners of land surrounding the above referenced property are as follows: The list does not include any owners who qualify for confidentiality (See attached).

  
Iris M. Crews

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**FEB 09 2022**

**GROWTH MANAGEMENT  
DEPARTMENT**

# PT Prestige title agency, inc.

736 colorado avenue, suite a, stuart, florida 34994 · phone: (772) 283-5590 fax: (772) 283-5699 email: ptatitle@bellsouth.net

## OWNERSHIP REPORT

SEARCH NO. P22-11719/IC

THE ATTACHED REPORT IS ISSUED TO McCARTY, SUMMERS, WOOD, NORMAN, MELBY & SCHULTZ P.A.. THE ATTACHED REPORT MAY NOT BE RELIED ON BY ANY OTHER PARTY. NO LIABILITY IS ASSUMED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY FOR ANY UNAUTHORIZED USE OR RELIANCE. THIS OWNERSHIP REPORT IS ISSUED PURSUANT TO FLORIDA STATUTE SECTION 627.7843 AND LIABILITY HEREUNDER FOR INCORRECT INFORMATION IS LIMITED TO THE AMOUNT PAID FOR THE REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of a 500- foot area surrounding subject property. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately. This Report does not include easements, restrictions, notices or other documents not listed above.

This Report does not insure or guarantee the validity or sufficiency of any document attached nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title or as any other form of guarantee or warranty of title. This Report shall not be used for the issuance of any title insurance policy or form.

Use of the term "Report" herein refers to this Ownership Report and the documents attached hereto.

The land referred to herein is described as follows:

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

PRESTIGE TITLE AGENCY, INC.  
736 Colorado Ave, Ste. A  
Stuart FL 34994

By: \_\_\_\_\_

Iris M. Crews

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**FEB 09 2022**

**GROWTH MANAGEMENT  
DEPARTMENT**



Recorded in Martin County, FL 6/22/2017 9:09 AM  
Carolyn Timmann, Clerk of the Circuit Court & Comptroller  
Rec Fees: \$18.50 Deed Tax: \$7,000.00  
CFN#2641916 BK 2933 PG 46 PAGE 1 of 2

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FEB 09 2022

GROWTH MANAGEMENT  
DEPARTMENT

Prepared by and return to:  
Lorraine M. Johnson  
Legal Assistant  
Marc R. Gaylord, P.A.  
12000 SE Old Dixie Hwy.  
Hobe Sound, FL 33455  
772-545-7740  
File Number: 2017-194  
Will Call No.:

(Space Above This Line For Recording Data)

### Warranty Deed

This Warranty Deed made this 20th day of June, 2017 between Patrick Borrigo and Luisa Borrigo, husband and wife whose post office address is 1585 SE St Lucie Blvd, Stuart, FL 34997, grantor, and Jeremy L. Oakey and Katherine N. Oakey, husband and wife whose post office address is 2865 SE Saint Lucie Blvd., Stuart, FL 34997, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Martin County, Florida to-wit:

That certain real property located in Martin County, Florida, more particularly described as follows: Lying and being in Township 38 South, Range 41 East, being known as the Southeasterly one-half of Lot W-53, PORT SEWALL, a Subdivision according to the Plat recorded November 18, 1913, recorded in Plat Book 3, Page 8, Palm Beach County (now Martin County), Florida Public Records, being further described as follows: Start at a concrete monument located on the Southwesterly corner of Lot W-53, Plat of Sewalls Point Land Company, Plat Book 1, Page 129-A, Public Records of Palm Beach (now Martin) County, Florida, for the point of beginning, thence run Northeasterly along the Southeasterly line of said Lot W-53, a distance of 480 feet to a concrete monument; thence continue to run Northeasterly along said lot line, a distance of 40 feet, more or less, to the waters of West Lake, thence meander Northerly and Westerly along the waters of said West Lake to the intersection with a line that is 100 feet Northwesterly of and parallel to said Southeasterly line of Lot W-53; thence run Southwesterly, along said parallel line a distance of 70 feet, more or less, to a concrete monument; thence continue to run Southwesterly along said parallel line, a distance of 465 feet to a concrete monument located on the Easterly right of way of St. Lucie Avenue; thence run Southeasterly along said right of way a distance of 100 feet to the Point of Beginning.

Parcel Identification Number: 37-38-41-007-500-00530.70000

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said

DoubleTime

Exhibit 'A'  
page 1 of 2

land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2016.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

*[Signature]*  
 Witness Name: *Marc Gaylord*  
*Deborah Flowers*  
 Witness Name: **Deborah Flowers**

*[Signature]* (Seal)  
 Patrick Borrico

*[Signature]*  
 Witness Name: *Marc Gaylord*  
*Deborah Flowers*  
 Witness Name: **Deborah Flowers**

*[Signature]* (Seal)  
 Luisa Borrico

State of Florida  
County of Martin

The foregoing instrument was acknowledged before me this 20 day of June, 2017 by Patrick Borrico and Luisa Borrico, who  are personally known or  have produced a driver's license as identification.

[Notary Seal]

*[Signature]*  
 Notary Public

Printed Name: MARC GAYLORD

My Commission Expires: \_\_\_\_\_

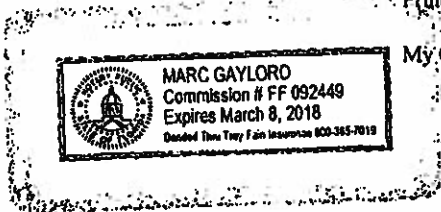


Exhibit 'A'  
page 2 of 2



# Basic Info

PIN 37-38-41-007-500-00530-7	AIN 34295	Situs Address 2865 SE ST LUCIE BLVD STUART FL	Website Updated 1/27/22
---------------------------------	--------------	--	----------------------------

## General Information

Property Owners OAKEY JEREMY L OAKEY KATHERINE N	Parcel ID 37-38-41-007-500-00530-7	Use Code/Property Class 0100 - 0100 Single Family
Mailing Address 2865 SE ST LUCIE BLVD STUART FL 34997	Account Number 34295	Neighborhood 393060 West Lake & N Lake WF
Tax District DISTRICT TWO MSTU	Property Address 2865 SE ST LUCIE BLVD STUART FL	Legal Acres 1.2260
	Legal Description GOLDEN GATE ELY 1/2 OF LOT W53 OR 359/17...	Ag Use Acres N/A

## Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2021	\$ 752,400	\$ 240,990	\$ 993,390	\$ 0	\$ 993,390	\$ 0	\$ 993,390

Market values shown on the website reflect market conditions as of January 1st, the statutory assessment date. We are prohibited by law from relying on sales that occur after the January 1 assessment date. Therefore, market values shown on the website do not reflect today's market conditions, but rather the market conditions last year. In addition, the statutes require the county Property Appraiser to deduct for typical costs of sale (which include expenses such as commissions, title insurance, appraisals, inspection fees, etc.) when arriving at market value for tax purposes. That is why the market value for tax purposes is different from what a property would sell for today.

Exhibit "B"  
page 1 of 2

## Current Sale



Sale Date  
6/20/17

Grantor (Seller)  
BORRICO PATRICK & LUISA

Doc Num  
2641916

200

Sale Price  
\$ 1,000,000

Deed Type  
Wd Full Covenant and Warranty Deed

Book & Page  
2933 0046

## Legal Description

GOLDEN GATE ELY 1/2 OF LOT W53 OR 359/1700

*The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.*

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Exhibit "B"  
page 2 of 2





# School Impact Worksheet

The purpose of this school impact worksheet is to assist in planning for future public school facility needs and concurrency requirements. It is to be completed for any proposed residential project, and residential rezoning, amendments to FLUM with residential components, and DRIs.

**Date:** \_\_\_\_\_  
**Parcel ID#:** 37-38-41-007-500-00530-7  
**Project Name:** Oakey Residence  
**Former Project Name:** N/A  
**Owner/Developer:** Jeremy and Katherine Oakey  
**Contact Name/Number:** c/o Christen Spake, 772.286.1700  
**Total Project Acreage:** 1.2260  
**Year 1 of the Build-Out:** 2022

1. Please indicate the most likely build-out scenario. Show build-out by year and number of units/year.

Unit Type	Number of Units	First 5-year Period					Second 5- year Period				
		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10
Single-family detached	1	1									
Multi-family	0										
Apartment	0										
Townhouse	0										
Other	0										

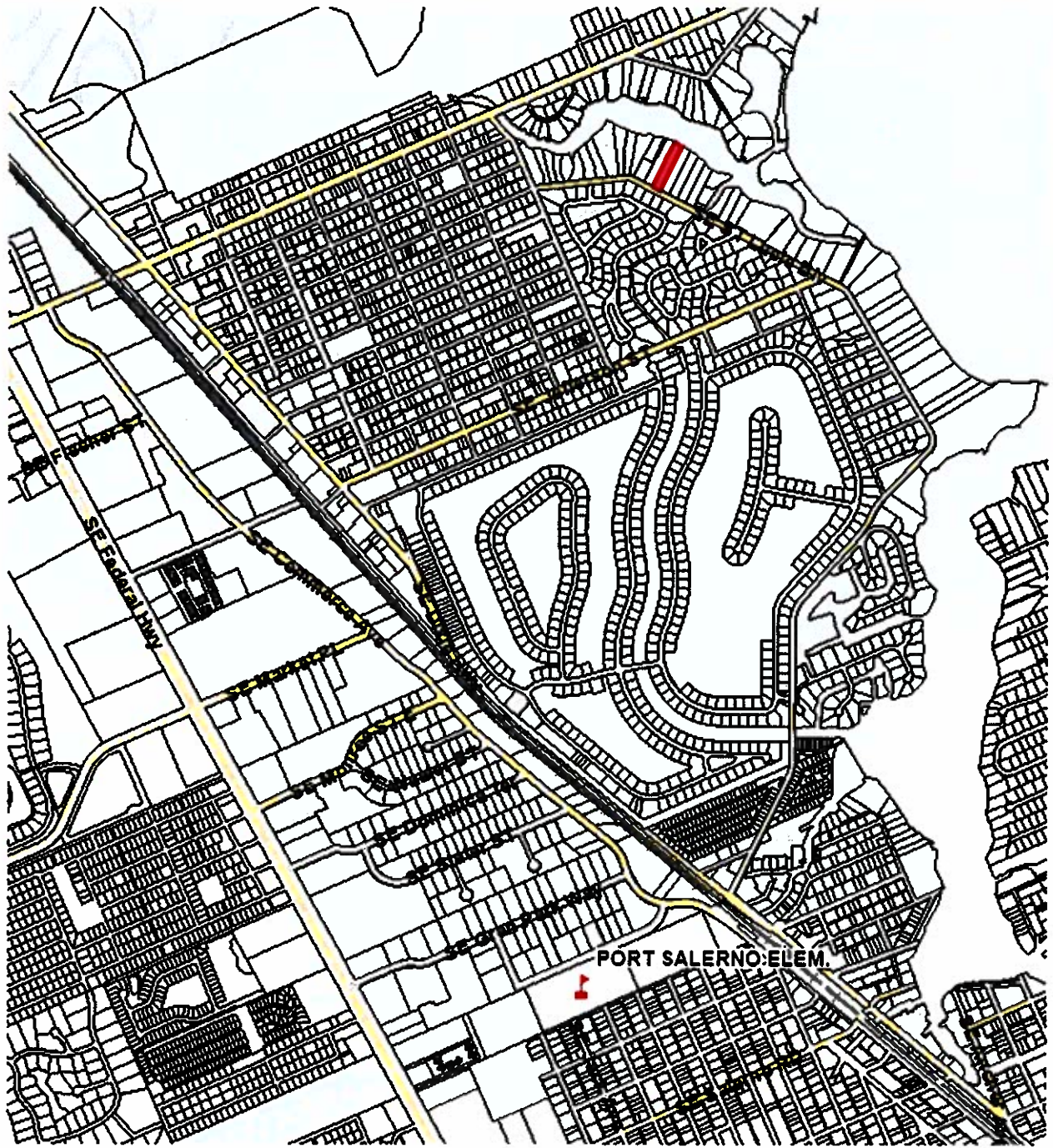
Note: If build-out is expected to go beyond the 10 year period above, please attach an additional table with build-out years until project completion.

2. Project number and type of residential dwelling units at build-out, as follows:

Unit Type	Number of Units	Typical Unit Floor Area (sq. ft.)	Estimated Price (\$) Per Unit	Number Restricted to 55+ Age Group
Single-family detached	1	3,761 sq. ft.	< \$1,500,000	0
Multi-family	0			
Apartment	0			
Townhouse	0			
Other	0			

3. Please include a location map showing elementary, middle and high schools within a two-mile radius of the proposed project. If no schools are within a two-mile radius of the project, please indicate the nearest schools to the project.

# Oakey Zoning Change Application – School Worksheet Attachment



### DISCLOSURE OF INTEREST AFFIDAVIT

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared the undersigned person on the date set forth below, who, first being duly sworn, deposes and says under penalties of perjury:

1. That the record property owner(s) of the Real Property described in **Exhibit "A"** to this Affidavit is (are) as follows:

Name	Address
Jeremy Oakey	2865 SE St. Lucie Blvd. Stuart FL 34997
Katherine Oakey	2865 SE St. Lucie Blvd. Stuart FL 34997

(If more space is needed attach separate sheet)

2. That the following is a list of every natural person and entity with any legal or equitable interest in the property (as defined in Section 10.2.B.3. Land Development Regulations, Martin County Code):

Name	Address	Interest
See owners, above.		

(If more space is needed attach separate sheet)

3. That the following is a list of those, who have any interest in a contract for sale of the property, or a conveyance of any interest in the property, including but not limited to, real estate brokers and salespersons; and any and all mortgagees of the property:

Name	Address	Interest
Navy Federal Credit Union	820 Follin Lane, Vienna VA 22180	Mortgage

(If more space is needed attach separate sheet)

4. That the following is a list of all other applications for which the applicant has an interest as defined in subsection b. and c. of Section 10.2.B.3. Land Development Regulations, Martin County Code currently pending before Martin County. The list shall include any development applications, waiver applications, road opening applications, and lien reduction requests.

Application Name and/or Project Number	Names & Addresses of Parties Involved	Date	Type of Application	Status of Application*
BLD202012 0816	See owners, above.	12/15/20	Residential swimming pool with deck	P

(If more space is needed attach separate sheet)

- Status defined as:  
A = Approved

P = Pending  
D = Denied  
W = Withdrawn

This Affidavit is given for the purpose of establishing compliance with the provisions of Section 10.2.B.3 Land Development Regulations; Martin County Code.

FURTHER AFFIANT SAYETH NOT.

AFFIANT

*Jeremy Oakey*

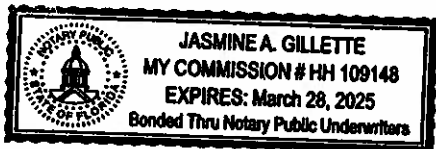
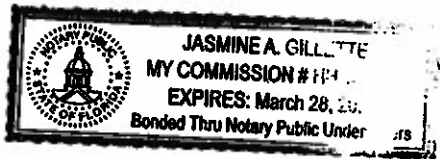
STATE OF Florida  
COUNTY OF Martin

The foregoing Disclosure of Interest Affidavit was sworn to, affirmed and subscribed before me this 28 day of JAN 2022, by Jeremy Oakey, who is personally known to me or have produced Drivers license as identification.

*Jasmine A. Gillette*  
Notary Public, State of Florida

(Notary Seal)

Print Name: Jasmine A. Gillette  
My Commission Expires: March 28 2025



**Exhibit "A"**  
**(Disclosure of Interest and Affidavit)**  
**(Legal Description)**

**Appendix**  
**Article 10.2.B.3. Article 10, Development Review Procedures;**  
**Land Development Regulations; Martin County Code**

10.2.B. Application submittal for development approval. Applications for development approval shall comply with the following described procedures:

1. **Initiation.** A development application shall be filed with the County Administrator by the owner or other person having a power of attorney from the owner to make the application.
2. **Acceptance of the application.** A development application will be received for processing on any working day.
3. **Verification of property ownership.** The documents required below are required prior to an application being determined complete. After the application is determined to be complete, the applicant has a continuing obligation to provide revised documents to reflect any changes to the information provided that may occur before and as of the date of the final public hearing or final action on the application.
  - a. **Proof of ownership must be provided for any application for any type of development order.** The applicant shall provide a copy of the recorded deed for the subject property, and shall certify any subsequent transfers of interests in the property. If the applicant is not the owner of record, the applicant is required to report its interest in the subject property.
  - b. **The applicant must disclose the names and addresses of each and every natural person or entity with any legal or equitable interest in the property of the proposed development, including all individuals, children, firms, associations, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, limited liability company, professional associations and all other groups or combinations.**
  - c. **For those entities that are a firm, association, joint adventure, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, limited liability company, professional associations and all other groups or combinations thereof, every natural person or entity that enjoys a legal or equitable interest in property of the proposed development shall be disclosed including but not limited to any partners, members, shareholders, trustees, and stockholders.**
  - d. **The disclosure required in b. and c. above shall not apply to companies that are publicly traded and to consultants and contractors who may perform professional services or work related to the property.**
  - e. **In addition, the disclosure must include those having any interest in a contract for sale of the property, or a conveyance of any interest in the property, including but not limited to, real estate brokers and salespersons; and any and all mortgagees of the property.**
  - f. **The applicant must list all other applications for which they have an interest as defined in subsection b. and c. above that is currently pending before Martin County. The list shall include any development applications, waiver applications, road opening applications, and lien reduction requests.**
  - g. **Any development order, including applications for Planned Unit Developments which was granted or approved based on false or incomplete disclosure will be presumed to have been fraudulently induced and will be deemed by the Martin County Board of County Commissioners to be void ab initio and set aside, repealed, or vacated.**

### DISCLOSURE OF INTEREST AFFIDAVIT

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(If more space is needed attach separate sheet)

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See owners, above.		

(If more space is needed attach separate sheet)



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Application Name and/or Project Number	Names & Addresses of Parties Involved	Date	Type of Application	Status of Application*
BLD202012 0816	See owners, above.	12/15/20	Residential swimming pool with deck	P

(If more space is needed attach separate sheet)

- Status defined as:  
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P = Pending  
D = Denied  
W = Withdrawn

This Affidavit is given for the purpose of establishing compliance with the provisions of Section 10.2.B.3 Land Development Regulations; Martin County Code.

FURTHER AFFIANT SAYETH NOT.

AFFIANT

[Handwritten Signature]

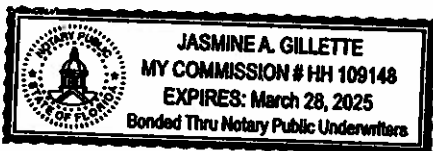
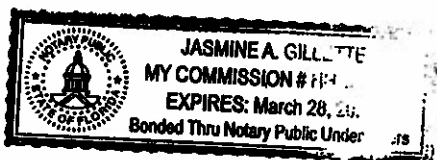
STATE OF Florida  
COUNTY OF Martin

The foregoing Disclosure of Interest Affidavit was sworn to, affirmed and subscribed before me this 28 day of JAN 2022, by Jeremy Oakey, who is personally known to me or have produced Drivers license as identification.

[Handwritten Signature]  
Notary Public, State of Florida

(Notary Seal)

Print Name: Jasmine A. Gillette  
My Commission Expires: March 28 2025



**Exhibit "A"**  
**(Disclosure of Interest and Affidavit)**  
**(Legal Description)**

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  - a. **Proof of ownership** must be provided for any application for any type of development order. The applicant shall provide a copy of the recorded deed for the subject property, and shall certify any subsequent transfers of interests in the property. If the applicant is not the owner of record, the applicant is required to report its interest in the subject property.
  - b. The applicant must disclose the names and addresses of each and every natural person or entity with any legal or equitable interest in the property of the proposed development, including all individuals, children, firms, associations, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, limited liability company, professional associations and all other groups or combinations.
  - c. For those entities that are a firm, association, joint adventure, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, limited liability company, professional associations and all other groups or combinations thereof, every natural person or entity that enjoys a legal or equitable interest in property of the proposed development shall be disclosed including but not limited to any partners, members, shareholders, trustees, and stockholders.
  - d. The disclosure required in b. and c. above shall not apply to companies that are publicly traded and to consultants and contractors who may perform professional services or work related to the property.
  - e. In addition, the disclosure must include those having any interest in a contract for sale of the property, or a conveyance of any interest in the property, including but not limited to, real estate brokers and salespersons; and any and all mortgagees of the property.
  - f. The applicant must list all other applications for which they have an interest as defined in subsection b. and c. above that is currently pending before Martin County. The list shall include any development applications, waiver applications, road opening applications, and lien reduction requests.
  - g. Any development order, including applications for Planned Unit Developments which was granted or approved based on false or incomplete disclosure will be presumed to have been fraudulently induced and will be deemed by the Martin County Board of County Commissioners to be void ab initio and set aside, repealed, or vacated.



**SAMPLE LETTER TO SURROUNDING PROPERTY OWNERS**

*(month) (day), (2022)*

*(addressee from the certified property owners list)*  
*(address)*

Subject and Location: This is a request by Jeremy and Katherine Oakey (O041-001) for a proposed amendment to the county zoning atlas for an residential district designation (Section 3.2.E, LDR). The proposed amendment is to change the existing zoning district from the WE-1, Waterfront Estate District to RE-1/2A, Residential Estate District, or the most appropriate zoning district. The approximate 1.23-acre parcel of land is located at 2865 SE Saint Lucie Boulevard in Stuart. Included with this application is a request for a Certificate of Public Facilities Exemption (Section 5.32.B.3.f.(7), LDR).

Dear *(property owner)*:

As a landowner within 500 feet of the property identified in the above description and shown on the map attached to this letter, please be advised that consideration of an amendment to the zoning atlas as noted above will occur at two public hearings.

The date, time and place of the scheduled hearings are as follows:

Time and Date:       **LOCAL PLANNING AGENCY**  
7:00 P.M., or as soon after as the matter may be heard, on  
Thursday, May 5, 2022

Time and Date:       **BOARD OF COUNTY COMMISSIONERS**  
9:00 A.M., or as soon after as the matter may be heard, on  
Tuesday, May 17, 2022

Place:                 Martin County Administrative Center  
2401 S.E. Monterey Road  
Stuart, Florida 34996

All interested persons are invited to attend and be heard. Persons with disabilities who need an accommodation in order to participate in this proceeding are entitled, at no cost, to the provision of certain assistance. This does not include transportation to and from the meeting. Please contact the Office of the County Administrator at (772) 221-2360, or in writing to 2401 S.E. Monterey Road, Stuart, FL 34996, no later than three days before the hearing date. Persons using a TDD device, please call 711 Florida Relay Services.

When attending a public hearing, a member of the public may speak during the public comment portion of the public hearing. A person may also participate in the public meeting as an Intervenor. An Intervenor may ask questions of the staff, applicant and give testimony on the subject of the public hearing. In order to be an Intervenor, a person must qualify to receive mailed notice of the

subject application in accordance with Section 10.6.E., Land Development Regulations, Martin County Code. In addition, an Intervenor must file a form of intent with the County Administrator not less than 7 days prior to the meeting. No fee will be assessed on Intervenor. If the Intervenor is representing a group/association, he/she must file a letter on official letterhead signed by an authorized representative of the group/association, stating that he/she is authorized to speak for the group. Forms are available on the Martin County website [www.martin.fl.us](http://www.martin.fl.us).

If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, agency, council or advisory group, that person will need a record of the proceedings and, for such purpose, may need to insure that a verbatim record of the proceedings is made, which record should include the testimony and evidence upon which the appeal is to be based.

For further information, please call the Growth Management Department at 772-288-5495. All written comments should be sent to Brian Elam, Deputy Senior Planner, (e-mail: [belam@martin.fl.us](mailto:belam@martin.fl.us)) or 2401 SE Monterey Road, Stuart, FL 34996. Copies of the item will be available from the Growth Management Department. This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator 772-320-3131, the County Administration Office 772-288-5400, Florida Relay 711, or by completing our accessibility feedback form at [www.martin.fl.us/accessibility-feedback](http://www.martin.fl.us/accessibility-feedback).

Sincerely,

*(applicant's name)*

Attachment: Location map

# PT Prestige title agency, inc.

736 colorado avenue, suite a, stuart, florida 34994 · phone: (772) 283-5590 fax: (772) 283-5699 email: ptatitle@bellsouth.net

January 27, 2022

## Ownership Search

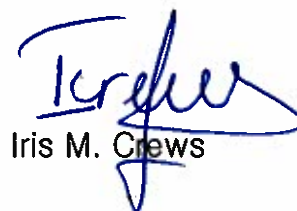
Prepared For: McCARTY, SUMMERS, WOOD, NORMAN, MELBY & SCHULTZ P.A.

We hereby certify that a search has been made of the Martin County Property Appraiser's records regarding a 500- foot area surrounding the following described parcel of land:

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

TAX ID: See Exhibit "B" attached hereto  
OWNER: & made a part hereof.  
ADDRESS:

The apparent property owners of land surrounding the above referenced property are as follows: The list does not include any owners who qualify for confidentiality (See attached).

  
Iris M. Crews



# PT Prestige title agency, inc.

736 colorado avenue, suite a, stuart, florida 34994 · phone: (772) 283-5590 fax: (772) 283-5699 email: ptatitle@bellsouth.net

## OWNERSHIP REPORT

SEARCH NO. P22-11719/IC

THE ATTACHED REPORT IS ISSUED TO McCARTY, SUMMERS, WOOD, NORMAN, MELBY & SCHULTZ P.A.. THE ATTACHED REPORT MAY NOT BE RELIED ON BY ANY OTHER PARTY. NO LIABILITY IS ASSUMED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY FOR ANY UNAUTHORIZED USE OR RELIANCE. THIS OWNERSHIP REPORT IS ISSUED PURSUANT TO FLORIDA STATUTE SECTION 627.7843 AND LIABILITY HEREUNDER FOR INCORRECT INFORMATION IS LIMITED TO THE AMOUNT PAID FOR THE REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of a 500- foot area surrounding subject property. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately. This Report does not include easements, restrictions, notices or other documents not listed above.

This Report does not insure or guarantee the validity or sufficiency of any document attached nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title or as any other form of guarantee or warranty of title. This Report shall not be used for the issuance of any title insurance policy or form.

Use of the term "Report" herein refers to this Ownership Report and the documents attached hereto.

The land referred to herein is described as follows:

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

PRESTIGE TITLE AGENCY, INC.  
736 Colorado Ave, Ste. A  
Stuart FL 34994

By:   
Iris M. Crews



Recorded in Martin County, FL 6/22/2017 9:09 AM  
Carolyn Timmann, Clerk of the Circuit Court & Comptroller  
Rec Fees: \$18.50 Deed Tax: \$7,000.00  
CFN#2641916 BK 2933 PG 46 PAGE 1 of 2

Prepared by and return to:  
Lorraine M. Johnson  
Legal Assistant  
Marc R. Gaylord, P.A.  
12000 SE Old Dixie Hwy.  
Hobe Sound, FL 33455  
772-545-7740  
File Number: 2017-194  
Will Call No.:

(Space Above This Line For Recording Data)

### Warranty Deed

This Warranty Deed made this 20th day of June, 2017 between Patrick Borrico and Luisa Borrico, husband and wife whose post office address is 1585 SE St Lucie Blvd, Stuart, FL 34997, grantor, and Jeremy L. Oakey and Katherine N. Oakey, husband and wife whose post office address is 2865 SE Saint Lucie Blvd., Stuart, FL 34997, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Martin County, Florida to-wit:

That certain real property located in Martin County, Florida, more particularly described as follows: Lying and being in Township 38 South, Range 41 East, being known as the Southeasterly one-half of Lot W-53, PORT SEWALL, a Subdivision according to the Plat recorded November 18, 1913, recorded in Plat Book 3, Page 8, Palm Beach County (now Martin County), Florida Public Records, being further described as follows: Start at a concrete monument located on the Southwesterly corner of Lot W-53, Plat of Sewalls Point Land Company, Plat Book 1, Page 129-A, Public Records of Palm Beach (now Martin) County, Florida, for the point of beginning, thence run Northeasterly along the Southeasterly line of said Lot W-53, a distance of 480 feet to a concrete monument; thence continue to run Northeasterly along said lot line, a distance of 40 feet, more or less, to the waters of West Lake, thence meander Northerly and Westerly along the waters of said West Lake to the intersection with a line that is 100 feet Northwesterly of and parallel to said Southeasterly line of Lot W-53; thence run Southwesterly, along said parallel line a distance of 70 feet, more or less, to a concrete monument; thence continue to run Southwesterly along said parallel line, a distance of 465 feet to a concrete monument located on the Easterly right of way of St. Lucie Avenue; thence run Southeasterly along said right of way a distance of 100 feet to the Point of Beginning.

Parcel Identification Number: 37-38-41-007-500-00530.70000

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said

DoubleTime

Exhibit 'A'  
page 1 of 2

land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2016.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

*[Signature]*  
Witness Name: *Marc Gaylord*  
*[Signature]*  
Witness Name: **Deborah Flowers**

*[Signature]* (Seal)  
Patrick Borrico

*[Signature]*  
Witness Name: *Marc Gaylord*  
*[Signature]*  
Witness Name: **Deborah Flowers**

*[Signature]* (Seal)  
Luisa Borrico

State of Florida  
County of Martin

The foregoing instrument was acknowledged before me this 20 day of June, 2017 by Patrick Borrico and Luisa Borrico, who  are personally known or  have produced a driver's license as identification.

[Notary Seal]

*[Signature]*  
Notary Public

Printed Name: MARC GAYLORD

My Commission Expires: \_\_\_\_\_

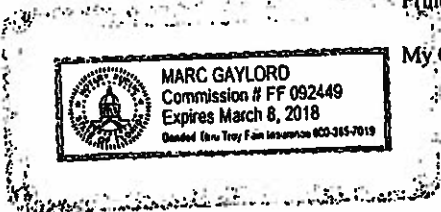


Exhibit 'A'  
page 2 of 2



# Basic Info

PIN 37-38-41-007-500-00530-7	AIN 34295	Situs Address 2865 SE ST LUCIE BLVD STUART FL	Website Updated 1/27/22
---------------------------------	--------------	--	----------------------------

## General Information

Property Owners OAKEY JEREMY L OAKEY KATHERINE N	Parcel ID 37-38-41-007-500-00530-7	Use Code/Property Class 0100 - 0100 Single Family
Mailing Address 2865 SE ST LUCIE BLVD STUART FL 34997	Account Number 34295	Neighborhood 393060 West Lake & N Lake WF
Tax District DISTRICT TWO MSTU	Property Address 2865 SE ST LUCIE BLVD STUART FL	Legal Acres 1.2260
	Legal Description GOLDEN GATE ELY 1/2 OF LOT W53 OR 359/17...	Ag Use Acres N/A

## Current Value

Year	Land Value	Improvement Value	Market Value	Value Not Taxed	Assessed Value	Total County Exemptions	County Taxable Value
2021	\$ 752,400	\$ 240,990	\$ 993,390	\$ 0	\$ 993,390	\$ 0	\$ 993,390

*Market values shown on the website reflect market conditions as of January 1st, the statutory assessment date. We are prohibited by law from relying on sales that occur after the January 1 assessment date. Therefore, market values shown on the website do not reflect today's market conditions, but rather the market conditions last year. In addition, the statutes require the county Property Appraiser to deduct for typical costs of sale (which include expenses such as commissions, title insurance, appraisals, inspection fees, etc.) when arriving at market value for tax purposes. That is why the market value for tax purposes is different from what a property would sell for today.*

Exhibit "B"  
page 1 of 2

## Current Sale

Sale Date  
6/20/17

Grantor (Seller)  
BORRICO PATRICK & LUISA

Doc Num  
2641916

221

Sale Price  
\$ 1,000,000

Deed Type  
Wd Full Covenant and Warranty Deed

Book & Page  
2933 0046

## Legal Description

GOLDEN GATE ELY 1/2 OF LOT W53 OR 359/1700

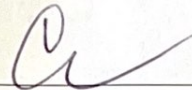
*The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the uses or interpretations of the legal description.*

Copyright © 2020 Martin County Property Appraiser. All Rights Reserved. | Website Disclaimers

Exhibit "B"  
page 2 of 2

**Notice Zoning Change**  
**Jeremy & Katherine Oakey**  
**File Number O041-001**

This is to certify that the pictured sign was installed at the property that is the subject of the zoning change application and complies with the requirements of Article 10, Section 10.6.B.1 through 10.6.B.3 of the Land Development Regulations of Martin County, Florida.



Christen Spake

STATE OF FLORIDA  
COUNTY OF MARTIN

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME BY MEANS OF  PHYSICAL PRESENCE OR  ONLINE NOTARIZATION, THIS 15 DAY OF April, 2022 BY Christen Spake, WHO  IS PERSONALLY KNOWN TO ME OR  HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

  
Notary Public, State of Florida

DAVID LEWIS  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG291221  
Expires 2/18/2023

MY COMMISSION EXPIRES



**Sign 1**  
Side 1



**Sign 1**  
Side 2



---

[space above line provided for recording data]

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

**RESOLUTION NUMBER 22-**

**REGARDING DENIAL OF CHANGE IN ZONING CLASSIFICATION FROM  
WE-1, WATERFRONT ESTATE DISTRICT, TO RE-1/2A, RESIDENTIAL  
ESTATE DISTRICT FOR JEREMY AND KATHERINE OAKY**

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

1. Jeremy and Katherine Oakey submitted an application for a change in zoning district classification from the current WE-1, Waterfront Estate District to RE-1/2A, Residential Estate District, for the property described in Exhibit A, attached hereto.
2. The Local Planning Agency considered the application at a public hearing on May 5, 2022. The LPA's recommendations were forwarded to the Board of County Commissioners.
3. This Board has considered such recommendations.
4. Upon proper notice of hearing this Board held a public hearing on the application on May 17, 2022.
5. At the public hearing, all interested parties were given an opportunity to be heard.
6. All conditions precedent to granting the change in zoning district classification have been met.

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

A. The request by Jeremy and Katherine Oakey for a change in zoning district classification from the current WE-1, Waterfront Estate District to RE-1/2A Residential Estate District is hereby denied because XXXXX.

B. This resolution shall be recorded in the public records of Martin County. A copy of this resolution shall be forwarded to the applicant(s) by the Growth Management Department subsequent to recording.

**DULY PASSED AND ADOPTED THIS 19TH DAY OF APRIL 19, 2021.**

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

BY: \_\_\_\_\_  
CAROLYN TIMMANN, CLERK OF  
THE CIRCUIT COURT AND  
COMPTROLLER

BY: \_\_\_\_\_  
DOUG SMITH, CHAIR

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

BY: \_\_\_\_\_  
KRISTA A. STOREY  
SENIOR ASSISTANT COUNTY ATTORNEY

ATTACHMENTS:

Exhibit A, Legal Description

***EXHIBIT A***

### Legal Description

That certain real property located in Martin County, Florida, more particularly described as follows: Lying and being in Township 38 South, Range 41 East, being known as the Southeasterly one-half of Lot W-53, PORT SEWALL, a Subdivision according to the Plat recorded November 18, 1913, recorded in Plat Book 3, Page 8, Palm Beach County (now Martin County), Florida Public Records, being further described as follows: Start at a concrete monument located on the Southwesterly corner of Lot W-53, Plat of Sewalls Point Land Company, Plat Book 1, Page 129-A, Public Records of Palm Beach (now Martin) County, Florida, for the point of beginning, thence run Northeasterly along the Southeasterly line of said Lot W-53, a distance of 480 feet to a concrete monument; thence continue to run Northeasterly along said lot line, a distance of 40 feet, more or less, to the waters of West Lake, thence meander Northerly and Westerly along the waters of said West Lake to the intersection with a line that is 100 feet Northwesterly of and parallel to said Southeasterly line of Lot W-53; thence run Southwesterly, along said parallel line a distance of 70 feet, more or less, to a concrete monument; thence continue to run Southwesterly along said parallel line, a distance of 465 feet to a concrete monument located on the Easterly right of way of St. Lucie Avenue; thence run Southeasterly along said right of way a distance of 100 feet to the Point of Beginning.

PARCEL ID: 37-38-41-007-500-00530-7

TOTAL AREA: 1.23 ACRES

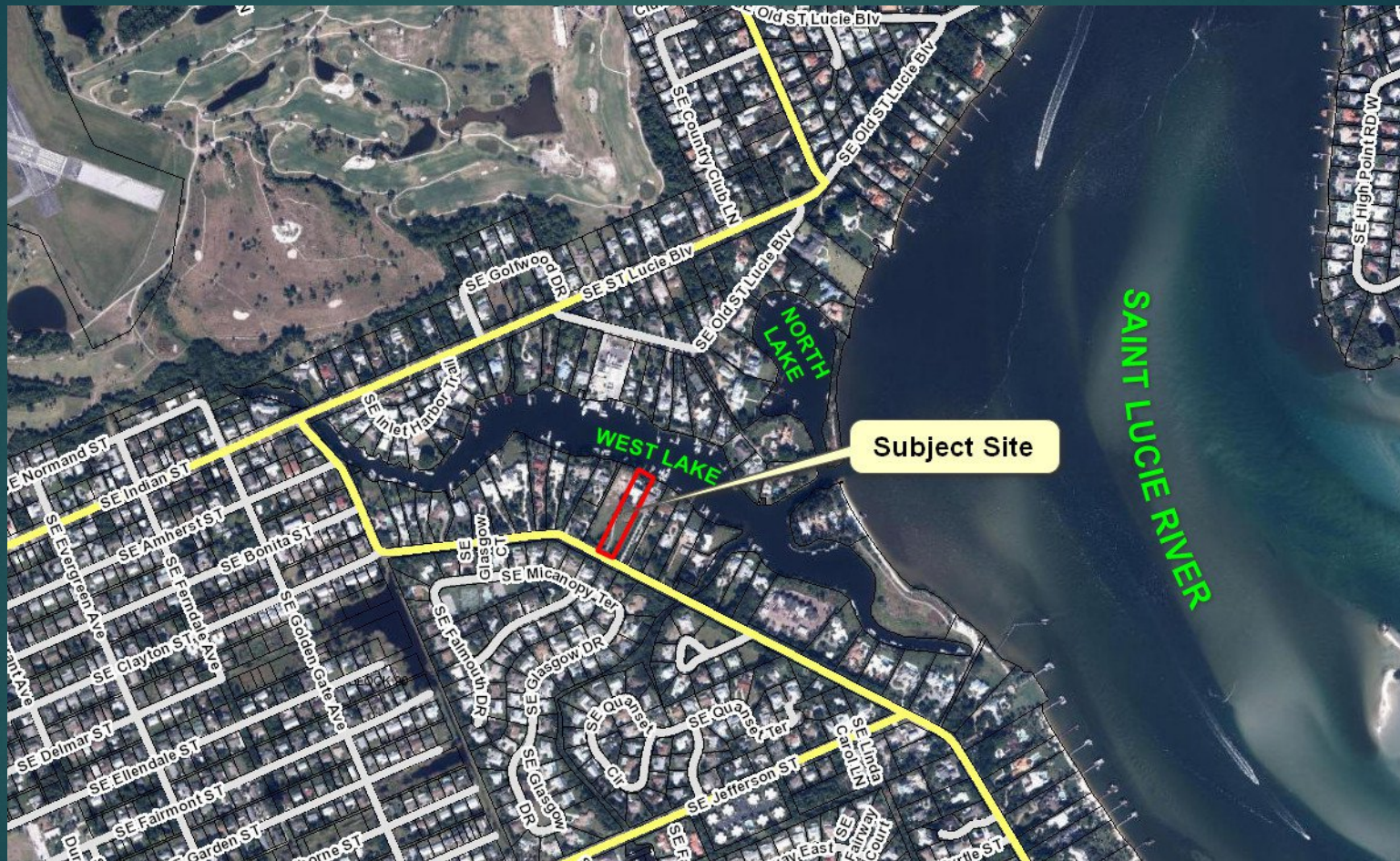
Board of County  
Commissioners Meeting

May 17, 2022

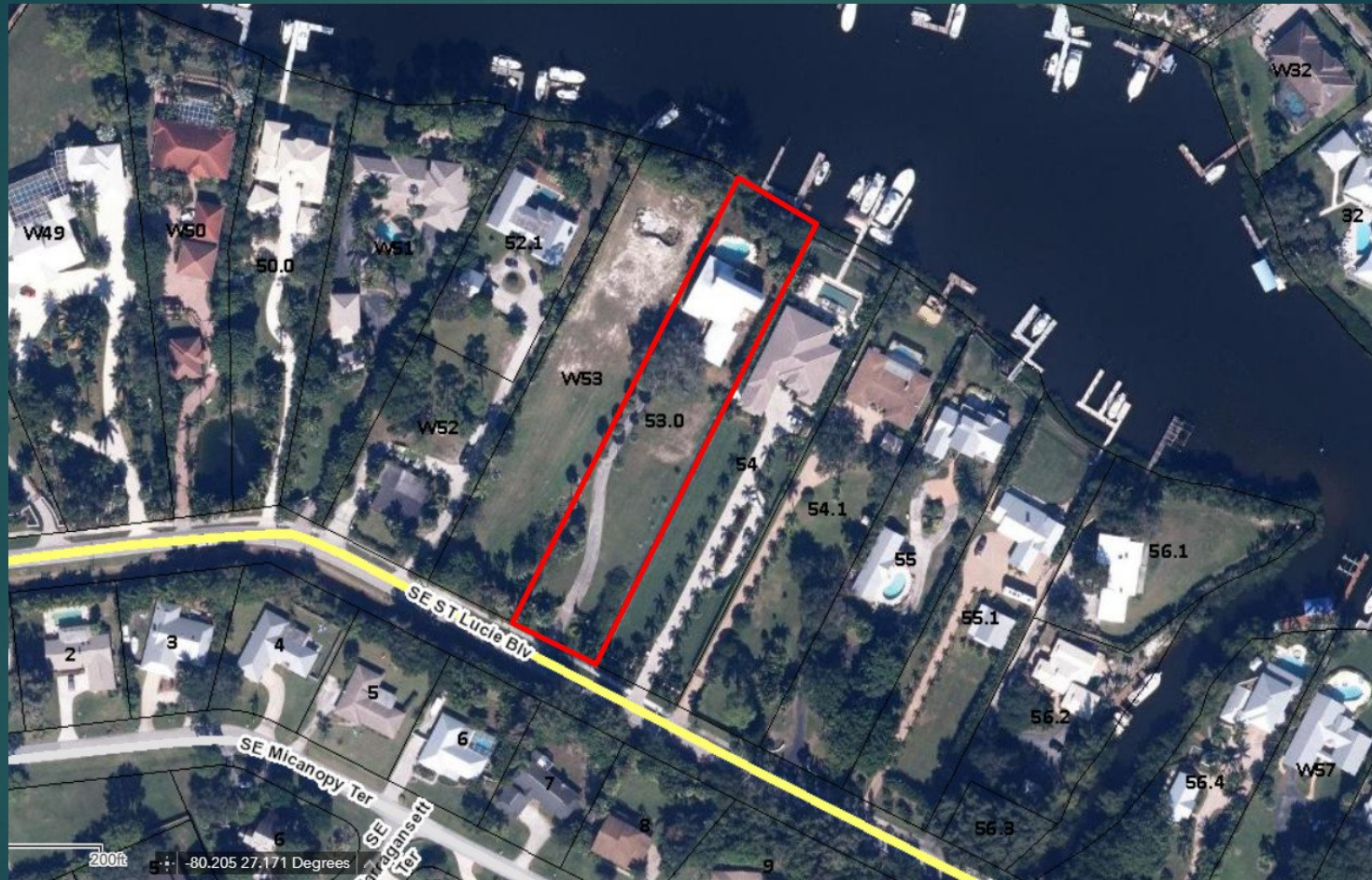
Brian Elam  
Senior Planner

# Jeremy and Katherine Oakey Rezoning (O041-001)

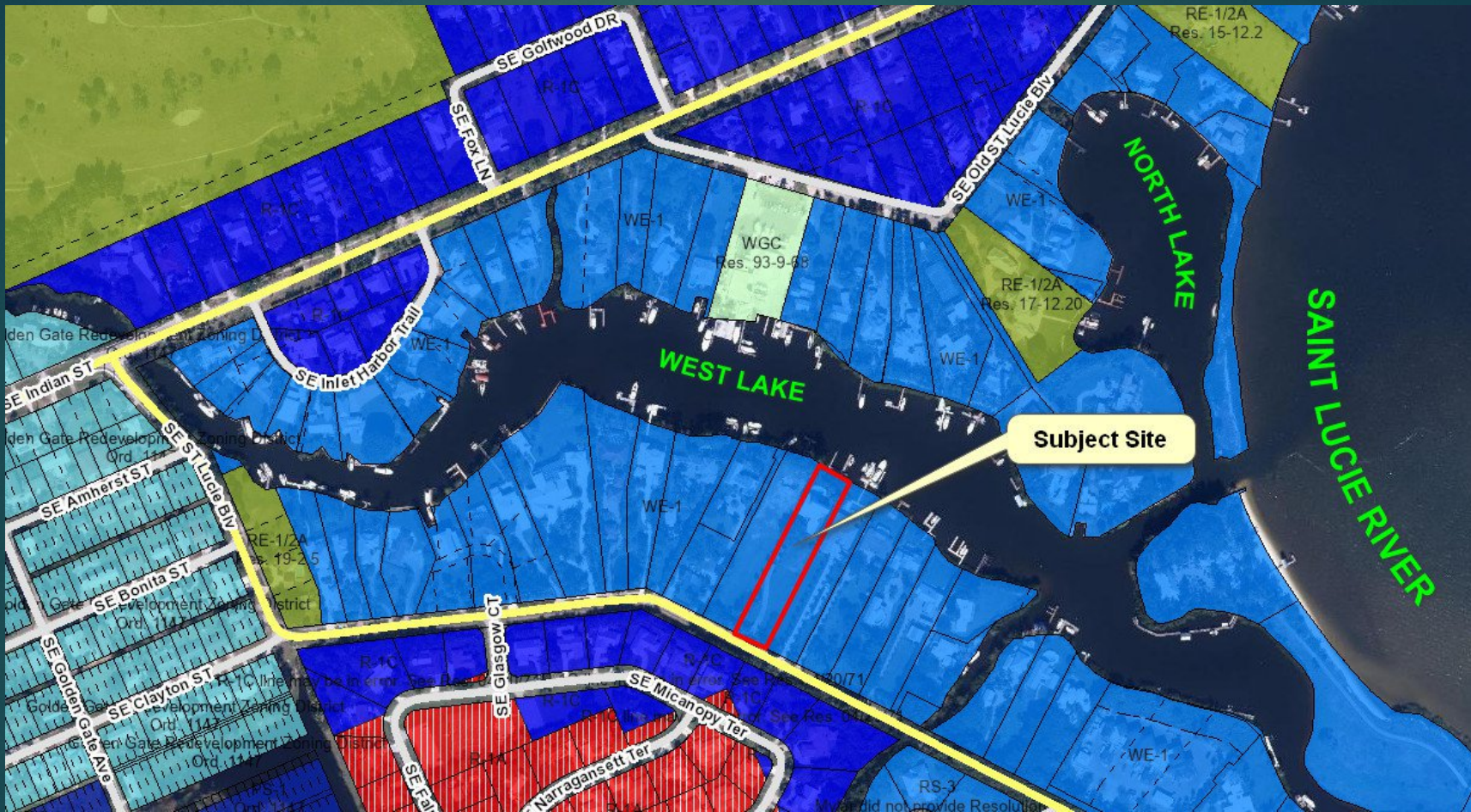
# LOCATION MAP



# 2021 SUBJECT SITE AERIAL PHOTOGRAPH



# ZONING ATLAS EXCERPT



WE-1, WATERFRONT ESTATE DISTRICT

# FUTURE LAND USE MAP



ESTATE DENSITY 2UPA



# CATEGORY "A" ZONING OPTIONS

There is one standard zoning district that is available to implement the Estate Density 2UPA land use policies of the CGMP which is:

- RE-1/2A
- PUD Zoning is also an option

# DEVELOPMENT STANDARDS

*(Excerpt from LDR, Table 3.12.1 (2021))*

Category	Zoning District	Min. Lot Area (sq. ft.)	Min. Lot Width (ft)	Max. Res. Density (upa)	Max. Hotel Density (upa)	Max Building Coverage (%)	Max. Height (ft)/(Stories)	Min. Open Space (%)	Other Req. (footnote)
A	RE-1/2 A	21,780	100	2.00	–	–	30	50	–
B	WE-1	30,000	100	(a)	–	35	30/2	50	–

*(a) Maximum residential density shall be one single-family residential dwelling unit per lawfully established lot.*

*(Excerpt from LDR, Table 3.12.2 (2021))*

Category	Zoning District	Front/by story (ft.)				Rear/by story (ft.)				Side/by story (ft.)			
		1	2	3	4	1	2	3	4	1	2	3	4
A	RE-1/2A	25	25	25	25	15	15	15	15	15	15	15	15
B	WE-1	35 (g)	35 (g)	–	–	50 (g)	50 (g)	–	–	15	15	–	–

# SURROUNDING AREA



SURROUNDING AREA REZONING TO  
CATEGORY "A" RE-1/2A RESIDENTIAL ESTATE DISTRICT

# STAFF RECOMMENDATION

1. Move that the Board receive and file the agenda item and the staff report as Exhibit 1.
2. Move that the Board approve the request to rezone from WE-1, Waterfront Estates District to RE-1/2A, Residential Estate District.

THIS CONCLUDES THE PRESENTATION



Agenda Item Summary

Quasi-Judicial

File ID: 22-0759

DPQJ-1

Meeting Date: 5/17/2022

PLACEMENT: Departmental - Quasi-Judicial

TITLE:

REQUEST BY KL WATERSIDE, LLC FOR FINAL SITE PLAN APPROVAL FOR SOUTH FLORIDA GATEWAY PUD PLAT INFRASTRUCTURE PLAN (S265-002)

EXECUTIVE SUMMARY:

This is a request for approval of the South Florida Gateway Planned Unit Development (PUD) plat infrastructure final site plan for an approximate 180-acre parcel which is part of a 500-acre parent tract owned by KL Waterside, LLC. The project is located on the west side of SW Kanner Highway approximately 3/4 of a mile south of SW 96th Street. The property has been used for agricultural purposes, has been cleared and has no wetlands or existing native habitat. Included is a request for a Certificate of Public Facilities Exemption.

DEPARTMENT: Growth Management

PREPARED BY: Name: Peter Walden, AICP  
Title: Deputy Growth Management Director

REQUESTED BY: Lucido and Associates, Morris Crady, AICP

PRESET:

PROCEDURES: Quasi-Judicial

**BACKGROUND/RELATED STRATEGIC GOAL:**

The proposed plat infrastructure final site plan for the South Florida Gateway PUD will provide the basis for future industrial development by creating lots and the associated infrastructure to support the development. Access is proposed on SW Kanner Highway and water and waste water service will be provided by Martin County Utilities.

The South Florida Gateway PUD Zoning Agreement including the master site plan was approved on February 1, 2022. The project is part of a free standing urban service district.

The project has received expedited staff review due to the targeted industries proposed for the development.

A review of this application by the Local Planning Agency was not required pursuant to Section 10.5.F.9., LDR.

The following supporting items are attached:

- Staff Report
- Resolution to Approve
- Final Site Plan
- Approved Master Site Plan
- Application Materials
- Landscape Plans
- Disclosure of Interest
- Legal Description
- Sign Certification
- Draft Resolution to Deny
- Staff PowerPoint

**ISSUES:**

None

**LEGAL SUFFICIENCY REVIEW:**

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

**RECOMMENDED ACTION:**

**RECOMMENDATION**

- Move that the Board receive and file the agenda item and its attachments including the staff report as Exhibit 1.
- Move that the Board approve the request for the South Florida Gateway PUD Plat Infrastructure Final Site Plan.

**ALTERNATIVE RECOMMENDATIONS**

None

**FISCAL IMPACT:**

**RECOMMENDATION**

The applicant has paid the \$9,127.00 application fee and the \$290.00 completeness fee.

**ALTERNATIVE RECOMMENDATIONS**

None

**DOCUMENT(S) REQUIRING ACTION:**

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

Other:

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# MARTIN COUNTY, FLORIDA DEVELOPMENT REVIEW

## STAFF REPORT

### A. *Application Information*

#### **SOUTH FLORIDA GATEWAY PUD PLAT INFRASTRUCTURE SITE PLAN**

Applicant:	KL Waterside, LLC
Property Owner:	KL Waterside, LLC
Agent for the Applicant:	Lucido and Associates, Morris A. Crady, AICP
County Project Coordinator:	Peter Walden, AICP, Deputy Growth Management Director
Growth Management Director:	Paul Schilling
Project Number:	S265-002
Record Number:	DEV2021050007
Report Number:	2022_0425_S265-001_Staff_Final
Application Received:	07/07/2021
Transmitted:	07/02/2021
Staff Report:	08/09/2021
Resubmittal Received:	11/03/2021
Transmitted:	11/04/2021
Date of Report:	11/29/2021
Resubmittal Received:	02/15/2022
Transmitted:	02/15/2022
Date of Report:	03/16/2022
Revised Report:	04/25/2022

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### B. *Project description and analysis*

Request PUD plat infrastructure final site plan for an approximate 180 acre subject property which is part of a 500-acre parent tract owned by KL Waterside, LLC. The project is located on the west side of SW Kanner Highway approximately 3/4 of a mile south of SW 96<sup>th</sup> Street. The property has been used for agricultural purposes, has been cleared and has no wetlands or existing native habitat. Included is a request for a Certificate of Public Facilities Exemption.

The plat infrastructure site plan will provide the basis for future industrial development by creating lots and the associated infrastructure to support the development. Access is proposed on SW Kanner Highway



and water and waste water service is to be provided by Martin County Utilities.

The site received PUD zoning and master site plan approval on February 1, 2022.

The project has received expedited staff review due to the targeted industries proposed for the development.

### **C. Staff recommendation**

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

<b>Section</b>	<b>Division or Department</b>	<b>Reviewer</b>	<b>Phone</b>	<b>Assessment</b>
F	Comprehensive Plan	Peter Walden	219-4923	Comply
F	ARDP	Samantha Lovelady	288-5664	N/A
G	Development Review	Peter Walden	219-4923	Comply
H	Urban Design	Santiago Abasolo	288-5485	N/A
H	Community Redevelopment	Santiago Abasolo	288-5485	N/A
I	Property Management	Ellen MacArthur	288-5794	N/A
J	Environmental	Shawn McCarthy	288-5508	Comply
J	Landscaping	Karen Sjöholm	288-5909	Comply
K	Transportation	Lukas Lambert	221-2300	N/A
L	County Surveyor	Tom Walker	288-5928	N/A
M	Engineering	Clark Bridgman	288-5416	Comply
N	Addressing	Emily Kohler	288-5692	Comply
N	Electronic File Submission	Emily Kohler	288-5692	Comply
O	Water and Wastewater	James Christ	320-3034	Comply
O	Wellfields	James Christ	320-3034	Comply
P	Fire Prevention	Doug Killane	288-5633	Comply
P	Emergency Management	Sally Waite	219-4942	N/A
Q	ADA	Clark Bridgman	288-5416	Comply
R	Health Department	Nicholas Clifton	221-4090	N/A
R	School Board	Kimberly Everman	223-3105	Comply
S	County Attorney	Krista Storey	288-5443	Review Ongoing
T	Adequate Public Facilities	Peter Walden	219-4923	Deferral

### **D. Review Board action**

This application meets the threshold criteria for a major development, pursuant to Table 10.2.C.1.B., LDR, Martin County, Fla. (2019), and requires one public meeting before the Board of County Commissioners pursuant to Table 10.5.F.9., LDR, Martin County, Fla. (2019).

The applicant addressed the non-compliance findings from the staff report dated November 29, 2021 with its resubmittal dated February 15, 2021. The previous staff reports, and resubmittals are incorporated herein by reference. It shall at all times be the applicant's responsibility to demonstrate compliance with the Comprehensive Growth Management Plan (CGMP), Land Development Regulations (LDR) and the Code.

### **E. Location and site information**

PCNs: 13-39-40-000-003-00000-1, 18-39-41-000-012-00010-7, 14-39-40-000-001-00020-9

Existing Zoning: Industrial

Future land use: Industrial

Total Site Area: 180 acres

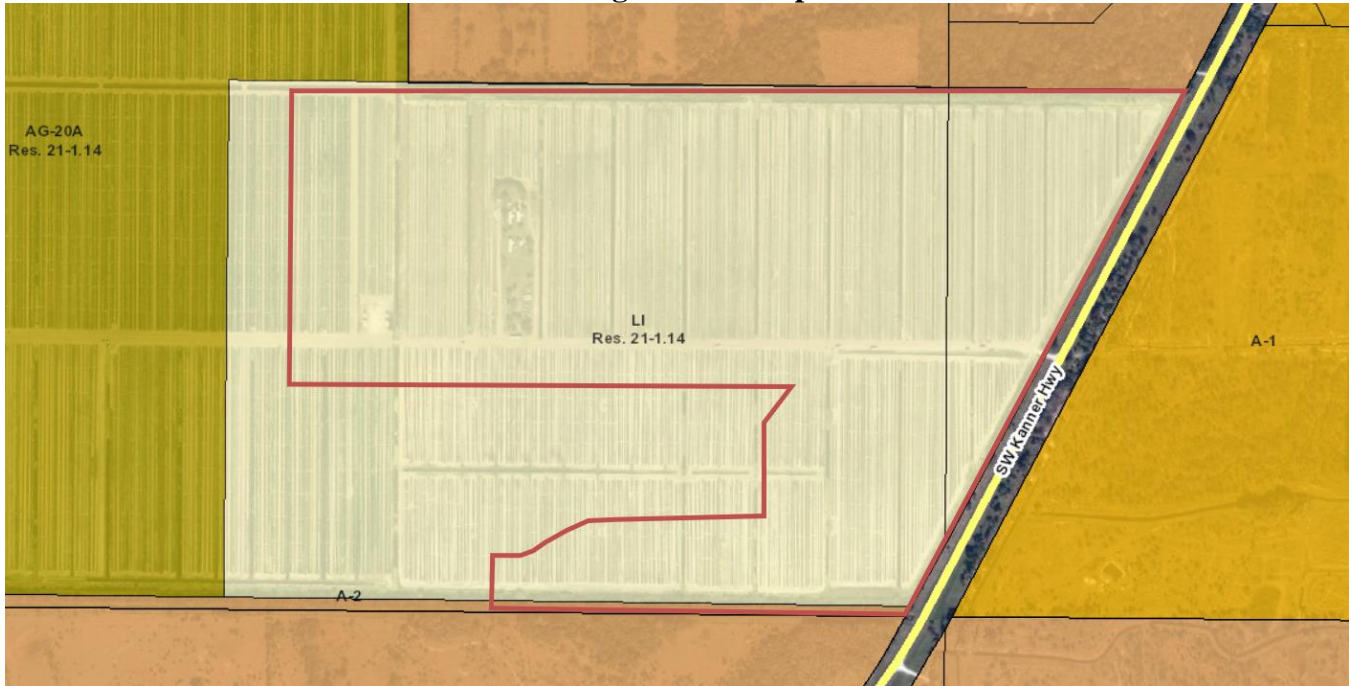
**Location Map**



**Aerial**



### Zoning Atlas Excerpt



### Future Land Use Map Excerpt



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

#### Policy 4.1E.6. PUD

A planned unit development is a unified development that is (1) planned, approved and controlled

according to provisions of a binding written document negotiated between the developer and the County as a special PUD zoning district and (2) approved at a public hearing. The purpose of PUD districts is to introduce flexibility into the strict zoning and development regulations in a manner that is mutually beneficial to the County and the development. It is also to encourage enlightened and imaginative approaches to community planning. Benefits to the developer may include incentives to encourage affordable housing (consistent with the Housing Element); transfer of density from wetlands (consistent with the Conservation and Open Space Element, Chapter 9); flexibility in density distribution; flexibility and variety in land use, structure type and project design; and greater intensity than would be achievable under straight zoning. In exchange, the County may acquire such benefits as preservation zones, buffers, density transition zones and recreation facilities in excess of the County's minimum standards. Specific PUD district regulations are negotiated voluntarily by the developer and the County, and neither is guaranteed maximum benefits by right.

As stated in the project summary above, two comprehensive plan amendments were adopted regarding the project site.

Specifically, Ordinance 1153 provides the Industrial Future Land Use and Ordinance 1152 provides...

- 1) A free-standing urban service district,
- 2) Clarifies utility service by way of Martin County Utilities, and
- 3) Restricts development and uses on the property as follows:
  - (a) Uses on the subject property shall be limited to nonresidential uses. Residential uses shall not be permitted.
  - (b) Uses on the property shall be consistent with the future land use designations for the property and the applicable land use policies of the Martin County Comprehensive Growth Management Plan (CGMP).
  - (c) The net inbound AM peak hour trips generated by all uses shall be limited to 950 trips, as demonstrated during the review of final site plans consistent with Article 5, Adequate Public Facilities, Division 3, Traffic Impact Analysis, Land Development Regulations.
  - (d) All future applications for development approval shall be processed as a Planned Unit Development (PUD).
  - (e) The building footprint of any individual warehouse or distribution facility shall not exceed 1,050,000 square feet.
  - (f) No final site plan shall be approved, which provides access to SW 96th Street from that portion of the property designated as Industrial on the Future Land Use Map, unless it is restricted to provide access for emergency purposes only.

**Findings of Compliance:**

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

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

**Findings of Compliance:**

The Growth Management Department Development Review Division staff has reviewed the application and finds it in compliance with the applicable regulations. There are no unresolved land use, zoning or procedural requirements issues associated with this application.

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

**Commercial Design**

There is no vertical development associated with this application. Therefore, review for urban design is not applicable.

**Community Redevelopment Area**

The proposed project is not located within a Community Redevelopment Area. Therefore, the Community Redevelopment Area reviewer was not required to review this application. MARTIN COUNTY, FLA., LDR ARTICLE 3, DIVISION 6 (2016)

**I. Determination of compliance with the property management requirements – Engineering Department**

No dedication of additional right of way is required or proposed by the Applicant pursuant to the Roadway Classifications set forth in Section 4.843.B, Land Development Regulations, Martin County, Fla. [2001] which includes Table 4.19.1 that lists the minimum right of way requirements. Therefore, the Applicant is not required to submit due diligence materials for review by the Martin County Real Property Division.

**J. Determination of compliance with environmental and landscaping requirements - Growth Management Department**

**Environmental**

**Finding of Compliance:**

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

**Landscape**

**Findings of Compliance:**

The Growth Management Department staff has reviewed the application and finds it in compliance with the applicable Land Development Regulations regarding landscaping. The applicant has proposed construction of infrastructure for a new Industrial Park Subdivision.

Section 4.663.A.3.b. Land Development Regulations, Martin County, Fla. (2013) requires that all nonresidential development provide at least one tree per 2,500 sq. ft. of site area; a total of 518 trees for this infrastructure project. To demonstrate compliance the applicant has proposed the preservation and/or planting of a minimum of 518 trees.

Landscaped bufferyards are required between differing land uses and along certain transportation corridors. Martin County, Fla Section 4.663.B.1.a, (2013). Surrounding land use on the south, east, and west is industrial so non-compatibility buffers are not required. On the north, adjacent landuse is agricultural and a Type 3 Buffer is required. Existing native vegetation within this buffer area is to be protected and supplemented if necessary to meet buffer criteria.

Section 4.666.E.Land Development Regulations, Martin County, Fla. (2013) requires that development activity preserve at least ten percent of the total number of protected trees on the site unless it can be shown that the property would be precluded of reasonable use if the trees are not removed. With the

exception of the north property line, this site has been previously cleared. The applicant has submitted Landscape and Construction Plans to provide for preservation of existing trees and understory within the north Type 3 Buffer.

Though not required, the applicant has proposed to also establish a 30 foot buffer along Kanner Highway. Alterations cannot be made to the plans after final site plan approval. Any alteration may require an application to amend the affected approved plans.

The applicant is cautioned to consider the placement of utilities and any underground or above ground site improvement that could cause a conflict with the landscaping and possibly cause a change or amendment. As-built landscape plans submitted prior to the release of a certificate of occupancy will be checked against the approved drawings. Inconsistencies may block the issuance of the certificate of occupancy and cause the applicant to begin the application process for a change or an amendment to the development order.

#### ***K. Determination of compliance with transportation requirements - Engineering Department***

N/A - Staff review for compliance requirements associated with this area of regulations is not applicable to this project as currently proposed. The Adequate Public Facilities determination will occur for the Master Site Plan and any Final Site Plans that create additional impact on the roadway network.

#### ***L. Determination of compliance with county surveyor - Engineering Department***

The applicant has provided a certified boundary and topographic survey for the proposed development, pursuant to Section 10.1.E., LDR, Martin County, Fla. (2019). Therefore, the Engineering Department was not required to review this application for consistency with the Martin County Codes for survey requirements contained in Article 4, LDR, Martin County, Fla.

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

##### **Findings of Compliance:**

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

1. Division 8- Excavation, Fill, and Mining: The applicant demonstrated in the Engineer's Opinion of Probable Excavation, Fill, and Hauling that the amount of proposed excavation balances with the amount of fill needed for the site; therefore, hauling material from the site is not approved with this Development Order. The applicant demonstrated compliance with Division 8.
2. Division 9- Stormwater Management:
  - a. The applicant has demonstrated the proposed development discharge rate for the 179.98 acre South Florida Gateway Planned Unit Development is 0.298 cfs/ac. The PUD is within the Roebuck Creek headwaters watershed with historic pre-development unit discharge of 0.298 cfs/ac. Flows from the development to the west will be adequately passed through the project via a series of interconnected stormwater pipes, catch basins, manholes retention ponds and are controlled with outfall control structures.
  - b. The applicant is proposing the minimum finished floor elevation be set above the predicted elevation of stormwater that will stage within the development after a 100-year storm having a three-day duration and without any discharge from the development.
  - c. The applicant is proposing the minimum edge of roadway elevation be set above the predicted

elevation of stormwater that will stage within the development after a 10-year storm having a one-day duration.

d. The applicant has demonstrated that the PUD development system provides 150% additional water quality criteria for the cumulative volume contained in Ponds A, C, D and E which will be constructed in the initial phase of infrastructure construction. The wet detention system recovers half of the water quality volume between 24 hours and 5 days and recovers 90% of the entire volume within 12 days after the storm event.

e. The water quantity volumes associated with Lots B-2, B-3 and C-1 are partially included in the construction of Ponds A, B, C, C1 D and E as a combined stormwater management system. Additional storage will be required within each of those lots depicted on the Conceptual Master Drainage Plan as vault storage when the lot development is proposed. Each individual Lot developer will decide the location, shape and volume configuration of these storage facilities at the time of development.

f. Thereby, the required attenuation, flood protection, and water quality treatment is in compliance with Division 9.

3. Division 10 - Flood Protection: This site does not fall within a Special Flood Hazard Area. The applicant demonstrated that the minimum finished floor elevation is set at or above the maximum predicted stage of the 100-year 3-day storm event; therefore, the applicant demonstrated compliance with Division 10.

4. Division 14 - Parking and Loading: The applicant demonstrated that compliance with the parking requirements set forth in Division 14 will be provided for at the final interior lot design and submittal.

5. Division 19- Roadway Design: The applicant is permitting access to the site from SR 76 (SW Kanner Highway), which is under the jurisdiction of FDOT. According to the Pre-Application Letter issued by FDOT on February 11, 2022, the off-site improvements to SR 76 shall consist of a full signalized access connection for SW Gateway Place and a right-in/right-out access connection for SW Neill Street. A raised median shall be constructed on SR 76 to restrict left-turning movements at SW Neill Street, and a SR 76 southbound U-turn lane and U-turn pad shall be constructed south of SW Neill Street. Final design will be reviewed, approved, and permitted by FDOT. Martin County will be the operating entity of the proposed traffic signal at SW Gateway Place. Final signalization plans shall be submitted to Martin County Public Works Department for review and approval prior to procurement of materials.

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

1. Hauling of fill from the site is prohibited. The routes and timing of any fill to be hauled to the site shall be coordinated with the County Engineer. Compliance with all County excavation and fill regulations is required.

2. Within 60 days of this Final Site Plan approval, the Owner shall submit to the County a security sufficient to guarantee the cost to construct the off-site improvements to SR 76 including, but not limited to, the installation of the traffic signal at the intersection of SR 76 and SW Gateway Place, left turn lanes and right turn lanes on SR 76 at SW Gateway Place, a right turn lane on SR 76 at SE Neill Street, intersection improvements on SR 76 necessary to prohibit left turns in to and out of SW Neill Street, and a southbound U-turn lane and U-turn pad on SR76 south of SW Neill Street. The security shall be posted in the amount of 110 percent of the estimated cost of improvements, which estimate shall be prepared by a professional engineer registered in the State of Florida and approved by the County Engineer. The form of the security shall be reviewed by the County Attorney.

3. Prior to the issuance of the first Certificate of Occupancy within the South Florida Gateway Planned Unit Development (PUD), the Owner shall:

a. Design, permit, and install the traffic signal at the intersection of SR 76 and SW Gateway Place. Final signalization plans shall be submitted to Martin County Public Works Department for review and approval prior to the procurement of materials; and

b. Design, permit, and construct the left turn lanes and right turn lanes on SR 76 at SW Gateway Place, the right turn lane on SR 76 at SE Neill Street, the intersection improvements on SR 76 necessary to prohibit left turns in to and out of SW Neill Street, and the southbound U-turn lane and U-turn pad south on SR 76 of SW Neill Street.

***N. Determination of compliance with addressing and electronic file submittal requirements – Growth Management and Information Technology Departments***

**Addressing**

**Findings of Compliance:**

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

**Electronic Files**

**Findings of Compliance:**

Both AutoCAD site plan and boundary survey were received and found to be in compliance with Section 10.2.B.2., Land Development Regulations, Martin County, Fla. (2021)

Both AutoCAD site plan and boundary survey were in State Plane coordinates and found to be in compliance with Section 10.2.B.2., Land Development Regulations, Martin County, Fla. (2021)

***O. Determination of compliance with utilities requirements - Utilities Department***

**Water and Wastewater**

**Findings of Compliance:**

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

**Wellfield and Groundwater Protection**

**Findings of Compliance:**

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

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

**Fire Prevention**



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

#### **Emergency Preparedness**

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

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

##### **Accessibility (ADA) [Martin County, Fla., LDR Section 4.627.E (2009)]**

The Public Works Department staff will review the interior lot designs upon receipt to determine compliance with the applicable Americans with Disability Act requirements. (2014 FBC, FIFTH EDITION\ACCESSIBILITY)

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

##### **Martin County Health Department**

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

##### **Martin County School Board**

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

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

##### **Review Ongoing**

The Martin County Legal Department is working with the applicant's attorney with regards to the proposed PUD Zoning Agreement.

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

The review for compliance with the standards for a Certificate of Adequate Public Facilities Exemption for development demonstrates that no additional impacts on public facilities were created in accordance with Section 5.32.B., LDR, Martin County, Fla. (2016). Exempted development will be treated as committed development for which the County assures concurrency.

Examples of developments that do not create additional impact on public facilities include:

- A. Additions to nonresidential uses that do not create additional impact on public facilities;
- B. Changes in use of property when the new use does not increase the impact on public facilities over the pre-existing use, except that no change in use will be considered exempt when the preexisting use has been discontinued for two years or more;
- C. Zoning district changes to the district of lowest density or intensity necessary to achieve

- consistency with the Comprehensive Growth Management Plan;
- D. Boundary plats which permit no site development.

### **U. Post-approval requirements**

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

Please submit all of the following items in a single hard copy packet and in electronic pdf format (on disk or flash drive) with the documents arranged in the order shown in the list below. The 24" x 36" plans should be submitted rolled and in separate sets as itemized below.

**Item #1:**

Post Approval Requirements List: After approval the applicant will receive a letter and a Post Approval Requirements List that identifies the documents and fees required. Submit a copy of the Post Approval Requirements List.

**Item #2:**

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

**Item #3:**

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

**Item #4:**

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

**Item #5:**

One (1) 24" x 36" paper copy of the approved final site plan.

**Item #6:**

One (1) digital copy of final site plan in AutoCAD 2010 - 2014 drawing format (.dwg). The digital version of the site plan must match the hardcopy version as submitted.

**Item #7:**

One (1) 24" x 36" copy of the approved construction plans signed and sealed by the Engineer of Record licensed in the State of Florida.

**Item #8:**

Original of the construction schedule.

**Item #9:**

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

**Item #10:**

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

**Item #11:**

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

**V. Local, State, and Federal Permits**

All permits will be required before the commencement of any construction.

**W. Fees**

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

<i>Fee type:</i>	<i>Fee amount:</i>	<i>Fee payment:</i>	<i>Balance:</i>
Application review fees:	\$9,127.00	\$9,127.00	\$0.00
Inspection Fees:	\$4,000.00		\$4,000.00
Advertising fees*:	TBD		
Recording fees**:	TBD		

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

\*\* Recording fees will be identified on the post approval checklist.

**X. General application information**

Applicant: KL Waterside LLC  
Jim Harvey  
701 South Olive Avenue, Suite 104  
West Palm Beach  
813-615-1244 x. 201  
jharvey@kolter.com

Owner: Same as above

Agent: Lucido and Associates  
Morris A. Crady  
701 SE Ocean Boulevard  
Stuart FL 34994  
772-220-2100  
mcrady@lucidodesign.com

**Y. Acronyms**

- ADA..... Americans with Disability Act
- AHJ..... Authority Having Jurisdiction
- ARDP..... Active Residential Development Preference
- BCC..... Board of County Commissioners
- CGMP..... Comprehensive Growth Management Plan
- CIE..... Capital Improvements Element
- CIP..... Capital Improvements Plan
- FACBC..... Florida Accessibility Code for Building Construction
- FDEP..... Florida Department of Environmental Protection
- FDOT..... Florida Department of Transportation
- LDR..... Land Development Regulations
- LPA..... Local Planning Agency
- MCC..... Martin County Code
- MCHD..... Martin County Health Department
- NFPA..... National Fire Protection Association
- SFWMD..... South Florida Water Management District
- W/WWSA.... Water/Waste Water Service Agreement

**Z. Attachments**

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

**RESOLUTION NUMBER 22-**

**[REGARDING FINAL SITE PLAN APPROVAL FOR SOUTH FLORIDA GATEWAY PUD  
PLAT INFRASTRUCTURE WITH A CERTIFICATE OF PUBLIC FACILITIES EXEMPTION]**

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

1. KL Waterside, LLC submitted an application for final site plan approval for the South Florida Gateway Planned Unit Development (PUD) plat infrastructure plan (S265-002), located on lands legally described in Exhibit A, attached hereto.
2. Pursuant to Section 10.5.F.9., Land Development Regulations, Martin County, Fla., a review of this application is not required by the Local Planning Agency (LPA).
3. Upon proper notice of hearing this Board held a public meeting on the application on May 17, 2022.
4. At the public meeting, all interested parties were given an opportunity to be heard.
5. The final site plan for the South Florida Gateway PUD plat infrastructure project is consistent with the Comprehensive Plan and the Land Development Regulations.

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

A. The final site plan for South Florida Gateway PUD plat infrastructure project attached hereto as Exhibit B is approved. Development of South Florida Gateway PUD plat infrastructure plan shall be in accordance with the approved final site plan.

B. All required applicable state and federal permits and approvals shall be submitted to the Growth Management Department (GMD) prior to the commencement of any construction.

C. No permits for construction or development activity shall be issued until all required documents, plans, fees and federal and state permits and approvals are received and approved as required by Section 10.11, Land Development Regulations, Martin County Code.

D. Failure to submit the required documents, plans and fees as required by Section 10.11, Land Development Regulations, Martin County Code, shall render approval of the final site plan for the South Florida Gateway PUD plat infrastructure project null and void.

E. This application is hereby determined to meet the requirements for and shall serve as a Certificate of Public Facilities Exemption as set forth in Section 5.32.B., LDR, Martin County Code.

F. All permits for the South Florida Gateway PUD plat infrastructure plan must be obtained within one year, by May 17, 2023. Development must be completed within two years, by May 17, 2024.

G. The Owner is not authorized to haul fill off of the site and must coordinate with the County Engineer regarding the routes and timing of any fill to be hauled to the site. The Owner must comply with all County excavation and fill regulations.

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

I. This resolution shall be recorded in the public records of Martin County. A copy of this resolution shall be forwarded to the applicant(s) by the Growth Management Department subsequent to recording.

**DULY PASSED AND ADOPTED THIS 17TH DAY OF MAY, 2022.**

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

BY: \_\_\_\_\_  
CAROLYN TIMMANN  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER

BY: \_\_\_\_\_  
DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

BY: \_\_\_\_\_  
KRISTA A. STOREY  
SENIOR ASSISTANT COUNTY ATTORNEY

ATTACHMENTS:

Exhibit A, Legal Description  
Exhibit B, Final Site Plan

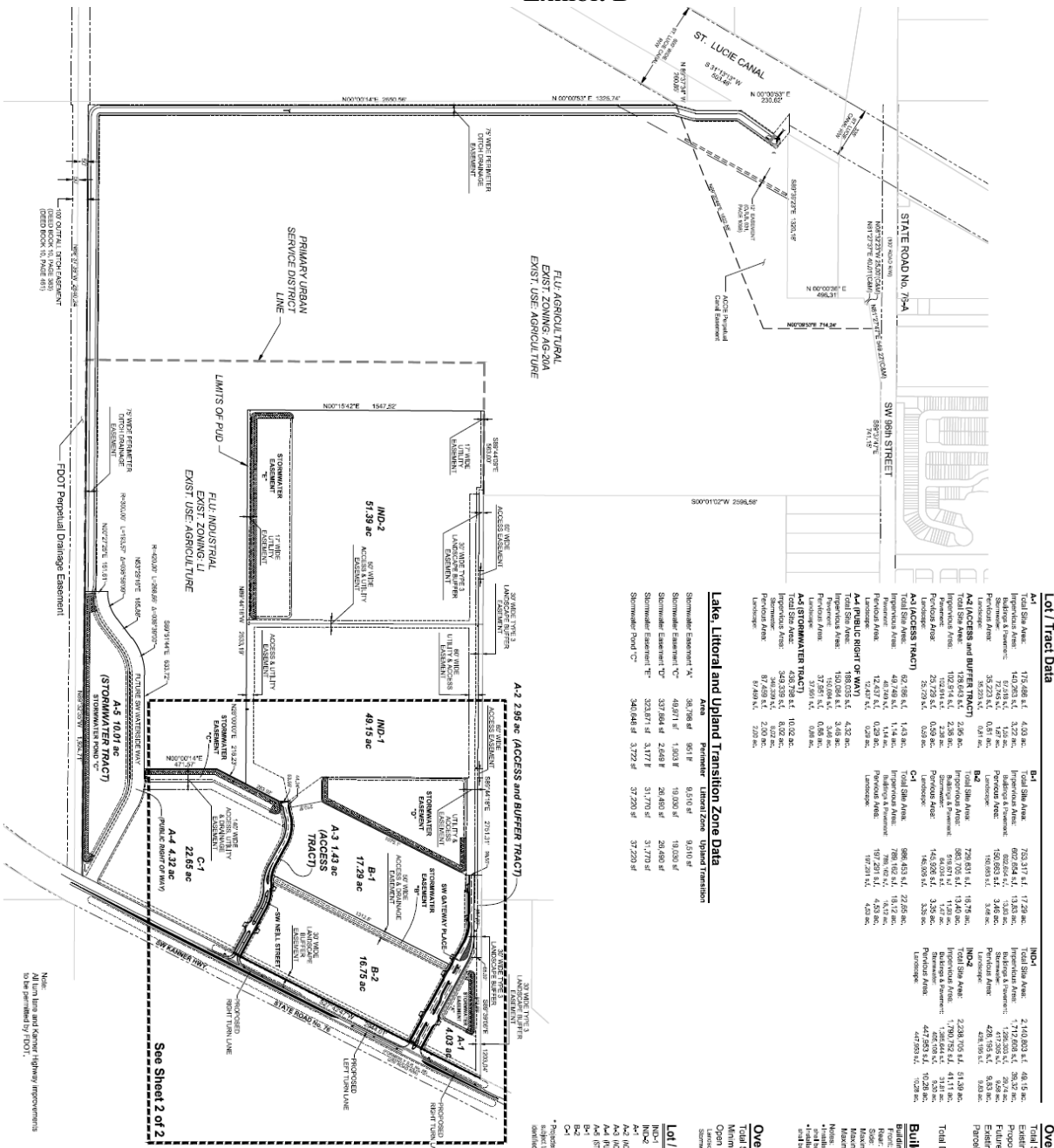
**EXHIBIT A - LEGAL DESCRIPTION:**

BEING A REPLAT OF A PORTION OF LOTS 9, 10, 11, 14, 15, AND 16, ALL IN SECTION 13, TOWNSHIP 39 SOUTH, RANGE 40 EAST, AND A PORTION OF LOTS 12 AND 13, LYING NORTHWEST OF STATE ROAD NO. 76, IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 41 EAST, OF TROPICAL FRUIT FARMS, RECORDED IN PLAT BOOK 3, PAGE 6, RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 39 SOUTH, RANGE 40 EAST, ALSO BEING THE NORTHWEST CORNER OF LOT 4, SECTION 13, TOWNSHIP 39 SOUTH, RANGE 40 EAST OF TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF FILED ON AUGUST 18, 1913, RECORDED IN PLAT BOOK 3, PAGE 6, RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; THENCE S.89°37'58"E. ALONG THE NORTH LINE OF THE WEST HALF OF SAID SECTION 13, A DISTANCE OF 2640.55 FEET TO THE NORTH (1/4) QUARTER CORNER OF SAID SECTION 13; THENCE S.00°01'11"W., ALONG THE EAST LINE OF THE NORTHWEST (1/4) QUARTER OF SAID SECTION 13, A DISTANCE OF 2646.70 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST (1/4) QUARTER OF SAID SECTION 13, SAID CORNER ALSO BEING THE **POINT OF BEGINNING**; THENCE S.89°44'18"E., ALONG THE SOUTH LINE OF THE NORTHEAST (1/4) QUARTER OF SAID SECTION 13, ALSO BEING THE NORTH LINE OF LOT 9 AND LOT 10, SECTION 13 OF SAID PLAT, A DISTANCE OF 2750.92 FEET TO THE EAST (1/4) QUARTER CORNER OF SAID SECTION 13; THENCE S.89°39'02"E., ALONG THE SOUTH LINE OF THE NORTHWEST (1/4) QUARTER OF SECTION 18, TOWNSHIP 39 SOUTH, RANGE 41 EAST, ALSO BEING THE NORTH LINE OF LOT 12, SECTION 18 OF SAID PLAT, A DISTANCE OF 1203.27 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 76, AS SHOWN ON THE FLORIDA STATE ROAD DEPARTMENT MAP FOR SECTION 89060-2012, DATED APRIL 8, 1940 AND AS RECORDED IN DEED BOOK 29, PAGE 583 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE S.27°42'47"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2944.01 FEET TO A POINT ON A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE EAST (1/2) HALF OF SAID SECTION 13; THENCE N.89°32'35"W., ALONG SAID PARALLEL LINE, A DISTANCE OF 1924.71 FEET; THENCE N.00°27'25"E., A DISTANCE OF 151.61 FEET TO A RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 300.00 FEET, AND A RADIAL BEARING OF N.00°27'25"E. AT SAID INTERSECTION; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°58'09", A DISTANCE OF 193.57 FEET TO THE POINT OF TANGENCY; THENCE N.53°29'16"E., A DISTANCE OF 165.88 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 420.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°39'00", A DISTANCE OF 268.66 FEET TO A POINT OF TANGENCY; THENCE S.89°51'44"E., A DISTANCE OF 633.72 FEET; THENCE N.00°00'14"E., A DISTANCE OF 471.57 FEET; THENCE N.28°00'00"E., A DISTANCE OF 218.23 FEET; THENCE N.89°44'18"W., A DISTANCE OF 1970.19 FEET; THENCE N.89°44'18"W., A DISTANCE OF 563.00 FEET; THENCE N.00°15'42" E., A DISTANCE OF 1547.53 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST (1/4) QUARTER OF SAID SECTION 13, ALSO BEING THE NORTH LINE OF LOT 11, SECTION 13 OF SAID PLAT; THENCE S.89°44'14"E., ALONG SAID SOUTH LINE OF THE NORTHWEST (1/4) QUARTER OF SAID SECTION 13 AND THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 563.16 FEET TO THE **POINT OF BEGINNING**.

**CONTAINING:** 7,840,057 SQUARE FEET OR 179.983 ACRES, MORE OR LESS.

Exhibit B



Lot / Tract Data

Lot / Tract	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
A-1	115,486 sq. ft.	4,939 sq. ft.	703,317 sq. ft.	17,296 sq. ft.	2,140,803 sq. ft.
A-2	142,293 sq. ft.	3,227 sq. ft.	602,844 sq. ft.	13,282 sq. ft.	1,710,608 sq. ft.
A-3	52,218 sq. ft.	1,296 sq. ft.	622,624 sq. ft.	13,420 sq. ft.	1,282,520 sq. ft.
A-4	35,223 sq. ft.	0,817 sq. ft.	567,811 sq. ft.	12,603 sq. ft.	826,327 sq. ft.
B-1	128,643 sq. ft.	2,995 sq. ft.	778,831 sq. ft.	16,726 sq. ft.	1,000,000 sq. ft.
B-2	102,914 sq. ft.	2,238 sq. ft.	598,071 sq. ft.	12,929 sq. ft.	826,327 sq. ft.
C-1	20,729 sq. ft.	0,293 sq. ft.	144,508 sq. ft.	3,258 sq. ft.	426,156 sq. ft.
C-2	32,793 sq. ft.	0,293 sq. ft.	182,039 sq. ft.	3,258 sq. ft.	426,156 sq. ft.

Lake, Littoral and Upland Transition Zone Data

Category	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
Stormwater Element 'A'	3,878 sq. ft.	8,611 sq. ft.	9,930 sq. ft.	10,830 sq. ft.
Stormwater Element 'B'	4,637 sq. ft.	1,101 sq. ft.	10,830 sq. ft.	10,830 sq. ft.
Stormwater Element 'C'	3,078 sq. ft.	3,648 sq. ft.	28,400 sq. ft.	38,600 sq. ft.
Stormwater Element 'D'	323,871 sq. ft.	1,177 sq. ft.	13,700 sq. ft.	31,700 sq. ft.
Stormwater Pond 'C'	340,046 sq. ft.	3,272 sq. ft.	37,220 sq. ft.	37,220 sq. ft.

Overall Site Data

Total Site Area:	7,840,057 sq. ft. / 179.88 ac
Building Footprint:	22 From 144 Line
Future Land Use Designation:	Industrial
Parcel Control Number:	14C0400007000204
Total Development LOS:	0

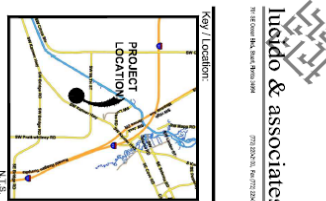
Overall Open Space Data

Total Site Area:	178,996 ac
Open Space Provided:	65.18 ac (36.4%)
Stormwater:	1,271,034 sq. ft. / 29.18 ac

Lot / Tract Areas / Projected Building Area\*

Lot / Tract	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
A-1	2,140,803 sq. ft.	46,156 sq. ft.	686,165 sq. ft.	686,165 sq. ft.
A-2	1,710,608 sq. ft.	17,296 sq. ft.	597,100 sq. ft.	597,100 sq. ft.
A-3	1,282,520 sq. ft.	13,420 sq. ft.	500,000 sq. ft.	500,000 sq. ft.
A-4	826,327 sq. ft.	2,238 sq. ft.	300,000 sq. ft.	300,000 sq. ft.
B-1	1,000,000 sq. ft.	16,726 sq. ft.	350,000 sq. ft.	350,000 sq. ft.
B-2	826,327 sq. ft.	12,929 sq. ft.	300,000 sq. ft.	300,000 sq. ft.
C-1	426,156 sq. ft.	3,258 sq. ft.	300,000 sq. ft.	300,000 sq. ft.
C-2	426,156 sq. ft.	3,258 sq. ft.	300,000 sq. ft.	300,000 sq. ft.

Key / Location



Project Team

Client:	South Florida Gateway PUD
Architect:	Holdo & Associates
Engineer:	Holdo & Associates
Surveyor:	Holdo & Associates
Planner:	Holdo & Associates

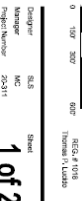
South Florida Gateway PUD

Marion County, Florida  
 Plat Infrastructure  
 Final Site Plan

DATE BY DESCRIPTION

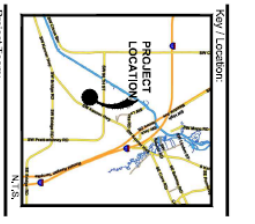
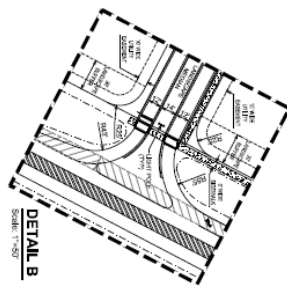
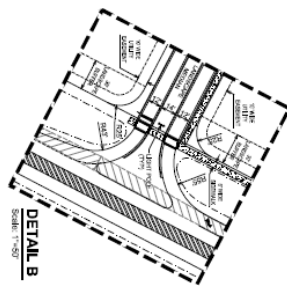
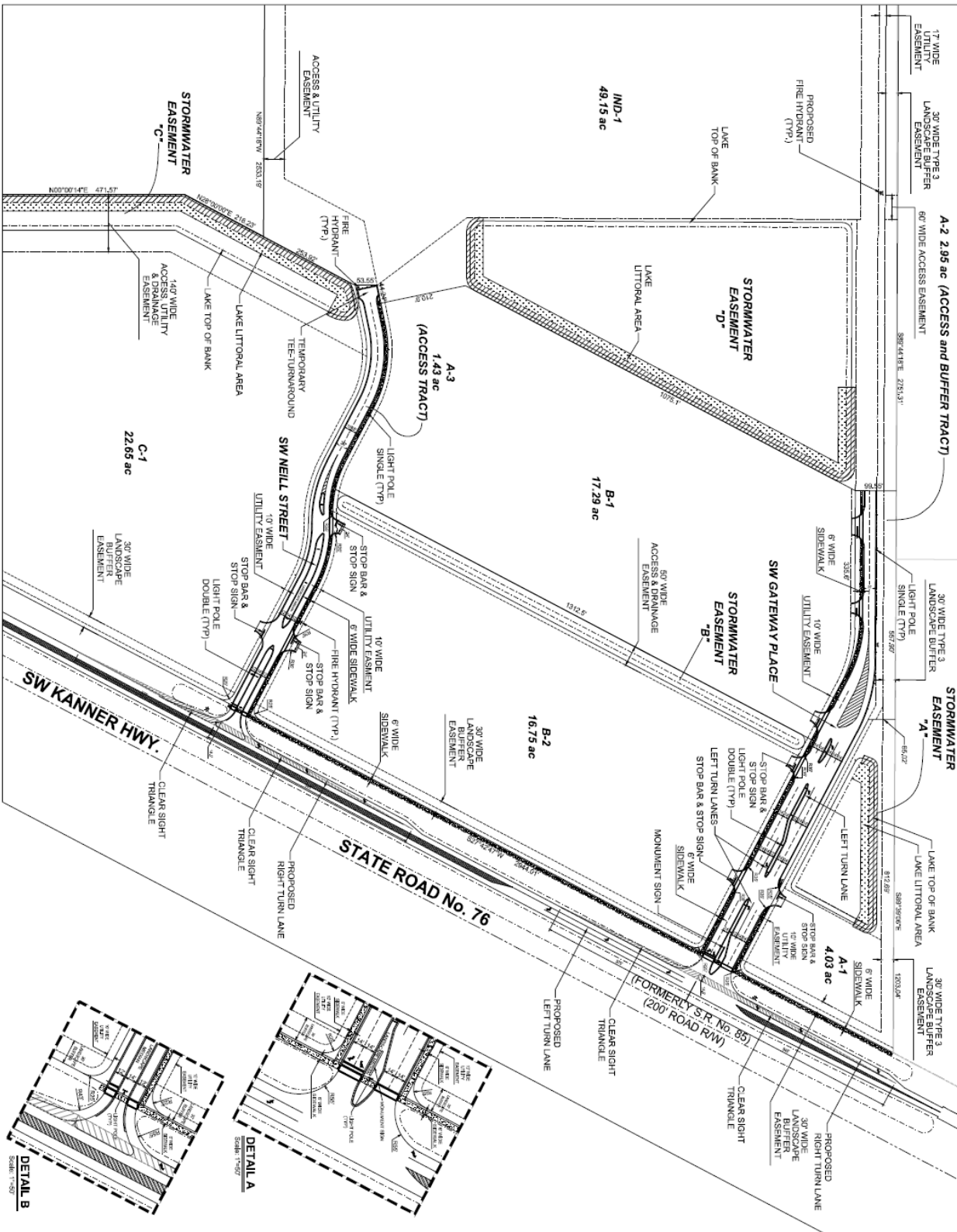
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11/11/2021	S.L.S.	Final Site Plan
11/11/2021	S.L.S.	Final Site Plan
11/11/2021	S.L.S.	Final Site Plan

SCALE: 1" = 100'



1 of 2





**PROJECT 1 (CONT.)**

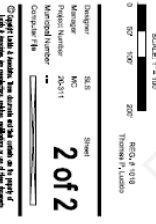
NO.	DESCRIPTION	DATE
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2	FINAL DESIGN	11/15/2017
3	CONSTRUCTION	11/15/2017
4	AS-BUILT	11/15/2017

**DATE:** 11/15/2017  
**BY:** [Signature]  
**DESCRIPTION:** Final Design  
**SCALE:** AS SHOWN  
**PROJECT NO.:** 17-0001  
**CLIENT:** SOUTH FLORIDA GATEWAY PUD  
**LOCATION:** STATE ROAD NO. 76, WEST OF SW KANNER HWY, MIAMI, FL 33135  
**PROJECT 1 (CONT.)**

**South Florida Gateway PUD**  
 Martin County, Florida  
**Plat Infrastructure Final Site Plan**

NO.	DESCRIPTION	DATE
1	PRELIMINARY	11/15/2017
2	FINAL DESIGN	11/15/2017
3	CONSTRUCTION	11/15/2017
4	AS-BUILT	11/15/2017

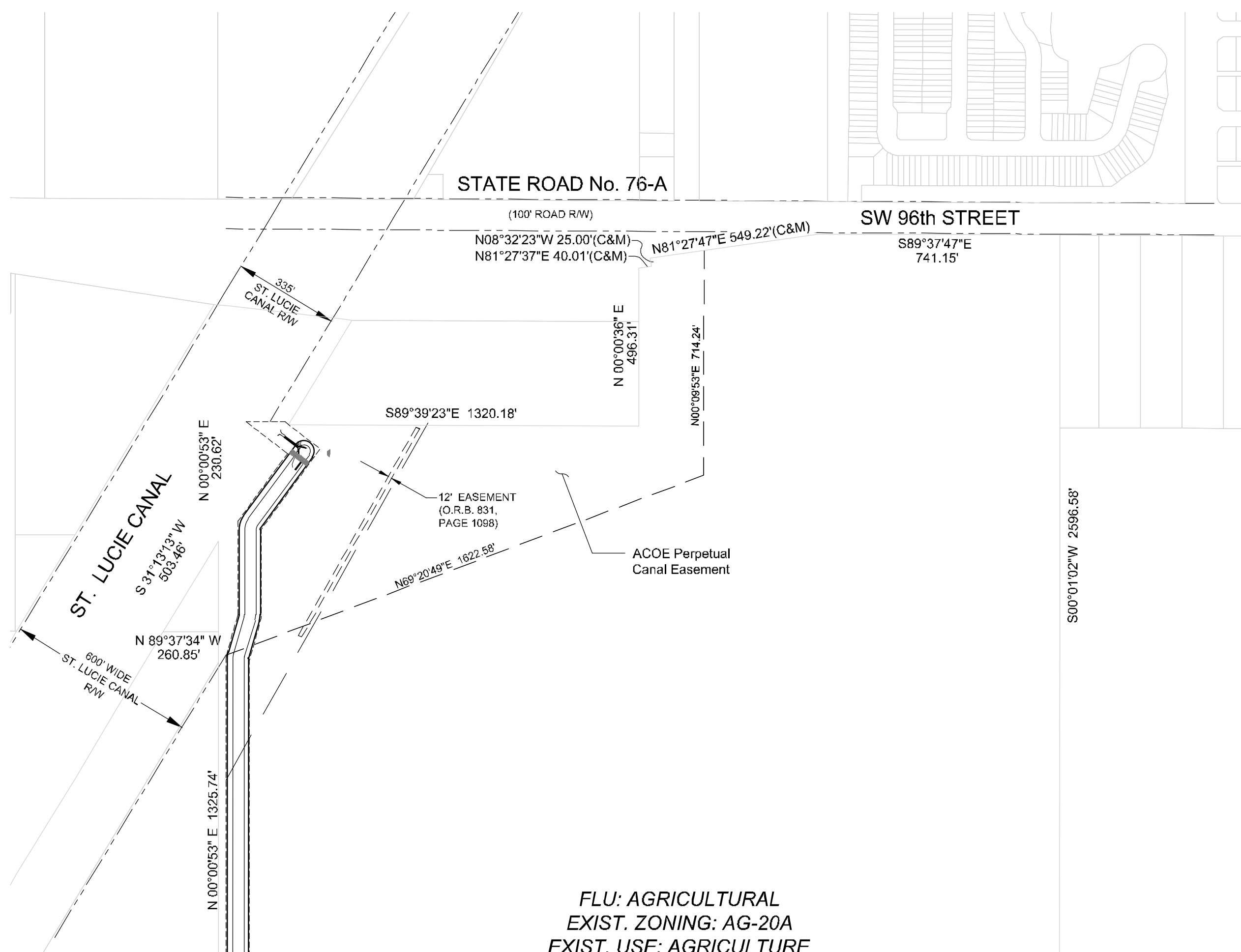
**DATE:** 11/15/2017  
**BY:** [Signature]  
**DESCRIPTION:** Final Design  
**SCALE:** AS SHOWN  
**PROJECT NO.:** 17-0001  
**CLIENT:** SOUTH FLORIDA GATEWAY PUD  
**LOCATION:** STATE ROAD NO. 76, WEST OF SW KANNER HWY, MIAMI, FL 33135



SCALE: 1" = 100'  
 0' 50' 100'

DATE: 11/15/2017  
 PROJECT NO.: 17-0001  
 CLIENT: SOUTH FLORIDA GATEWAY PUD  
 LOCATION: STATE ROAD NO. 76, WEST OF SW KANNER HWY, MIAMI, FL 33135

**2 of 2**



**Lot / Tract Data**

<b>A-1</b> Total Site Area: 175,486 s.f. 4.03 ac. Impervious Area: 140,263 s.f. 3.22 ac. Buildings & Pavement: 67,518 s.f. 1.55 ac. Stormwater: 72,745 s.f. 1.67 ac. Pervious Area: 35,223 s.f. 0.81 ac. Landscape: 35,223 s.f. 0.81 ac.	<b>B-1</b> Total Site Area: 753,317 s.f. 17.29 ac. Impervious Area: 602,654 s.f. 13.83 ac. Buildings & Pavement: 602,654 s.f. 13.83 ac. Stormwater: 150,663 s.f. 3.46 ac. Landscape: 150,663 s.f. 3.46 ac.	<b>IND-1</b> Total Site Area: 2,140,803 s.f. 49.15 ac. Impervious Area: 1,712,608 s.f. 39.32 ac. Buildings & Pavement: 1,295,303 s.f. 29.74 ac. Stormwater: 417,305 s.f. 9.58 ac. Pervious Area: 428,195 s.f. 9.83 ac. Landscape: 428,195 s.f. 9.83 ac.
<b>A-2 (ACCESS and BUFFER TRACT)</b> Total Site Area: 129,643 s.f. 2.95 ac. Impervious Area: 102,914 s.f. 2.36 ac. Pavement: 102,914 s.f. 2.36 ac. Pervious Area: 25,729 s.f. 0.59 ac. Landscape: 25,729 s.f. 0.59 ac.	<b>B-2</b> Total Site Area: 729,631 s.f. 16.75 ac. Impervious Area: 583,705 s.f. 13.40 ac. Buildings & Pavement: 519,671 s.f. 11.93 ac. Stormwater: 64,034 s.f. 1.47 ac. Pervious Area: 145,926 s.f. 3.35 ac. Landscape: 145,926 s.f. 3.35 ac.	<b>IND-2</b> Total Site Area: 2,238,705 s.f. 51.39 ac. Impervious Area: 1,790,752 s.f. 41.11 ac. Buildings & Pavement: 1,385,644 s.f. 31.81 ac. Stormwater: 405,108 s.f. 9.30 ac. Pervious Area: 447,953 s.f. 10.28 ac. Landscape: 447,953 s.f. 10.28 ac.
<b>A-3 (ACCESS TRACT)</b> Total Site Area: 62,186 s.f. 1.43 ac. Impervious Area: 49,749 s.f. 1.14 ac. Pavement: 49,749 s.f. 1.14 ac. Pervious Area: 12,437 s.f. 0.29 ac. Landscape: 12,437 s.f. 0.29 ac.	<b>C-1</b> Total Site Area: 986,453 s.f. 22.65 ac. Impervious Area: 789,162 s.f. 18.12 ac. Buildings & Pavement: 789,162 s.f. 18.12 ac. Pervious Area: 197,291 s.f. 4.53 ac. Landscape: 197,291 s.f. 4.53 ac.	
<b>A-4 (PUBLIC RIGHT OF WAY)</b> Total Site Area: 188,035 s.f. 4.32 ac. Impervious Area: 150,084 s.f. 3.46 ac. Pavement: 150,084 s.f. 3.46 ac. Pervious Area: 37,951 s.f. 0.86 ac. Landscape: 37,951 s.f. 0.86 ac.		
<b>A-5 (STORMWATER TRACT)</b> Total Site Area: 436,798 s.f. 10.02 ac. Impervious Area: 349,339 s.f. 8.02 ac. Stormwater: 349,339 s.f. 8.02 ac. Pervious Area: 87,459 s.f. 2.00 ac. Landscape: 87,459 s.f. 2.00 ac.		

**Overall Site Data**

Total Site Area: 7,840,057 sf / 179.98 ac  
 Existing Zoning: Limited Industrial  
 Proposed Zoning: PUD  
 Future Land Use Designation: Industrial  
 Existing Use: Vacant  
 Parcel Control Number: 14-39-40-000-001-00020-9  
 18-39-41-000-012-00010-7  
 18-39-40-000-003-00000-1

**Building Data**

**Building Setbacks**  
 Front: 25' From Lot Line  
 Rear: 25' From Lot Line  
 Side: 25' From Lot Line  
 Maximum Height: 40'-0"  
 Maximum Lot Coverage: 80%  
 Maximum Building Coverage: 50%

**Notes:**  
 • Installation of a 30' wide Landscape Buffer along Tracts A-1, A-2 and Lot B-2 shall be completed in conjunction with the Plat Infrastructure Final Site Plan.  
 • Installation of the 30' wide Landscape Buffer on Lot IND-1, IND-2 and C-1 shall be completed prior to the issuance of a CO on the respective lot.

**Overall Open Space Data**

Total Site Area: 179.98 ac.  
 Minimum Required Open Space: 36.00 ac. (20.0%)  
 Open Space Provided: 65.18 ac. (36.2%)  
 Landscape: 1,568,828 s.f. 36.00 ac.  
 Stormwater: 1,271,475 s.f. 29.18 ac.

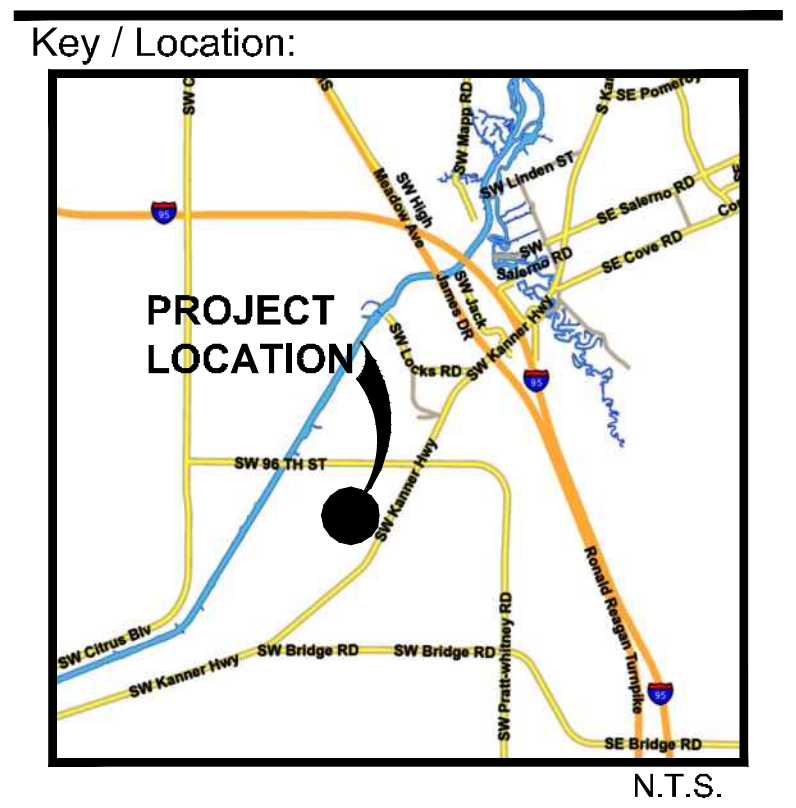
**Lot / Tract Areas / Projected Building Area\***

IND-1	2,140,803 s.f.	49.15 ac.	698,765 sf
IND-2	2,238,705 s.f.	51.39 ac.	591,115 sf
A-1	175,486 s.f.	4.03 ac.	5,000 sf
A-2 (ACCESS and BUFFER TRACT)	129,643 s.f.	2.95 ac.	N/A
A-3 (ACCESS TRACT)	62,186 s.f.	1.43 ac.	N/A
A-4 (PUBLIC RIGHT OF WAY)	188,035 s.f.	4.32 ac.	N/A
A-5 (STORMWATER TRACT)	436,798 s.f.	10.02 ac.	N/A
B-1	753,317 s.f.	17.29 ac.	285,120 sf
B-2	729,631 s.f.	16.75 ac.	220,000 sf
C-1	986,453 s.f.	22.65 ac.	338,000 sf

\* Projected building area per lot may vary at the time of Final Site Plan application subject to compliance with the overall traffic, drainage and open space thresholds identified on this plan or within PUD agreement.

**Lake, Littoral and Upland Transition Zone Data**

	Area	Perimeter	Littoral Zone	Upland Transition
Stormwater Easement "A"	38,798 sf	951 lf	9,510 sf	9,510 sf
Stormwater Easement "C"	49,971 sf	1,903 lf	19,030 sf	19,030 sf
Stormwater Easement "D"	337,864 sf	2,649 lf	26,490 sf	26,490 sf
Stormwater Easement "E"	323,871 sf	3,177 lf	31,770 sf	31,770 sf
Stormwater Pond "C"	340,648 sf	3,722 sf	37,220 sf	37,220 sf



**Project Team:**

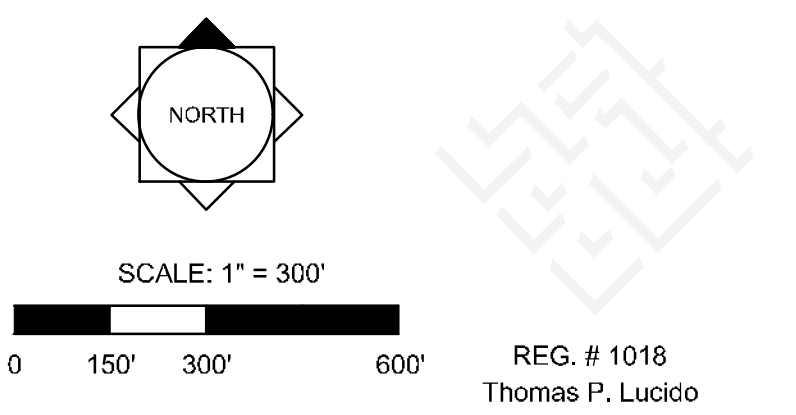
<b>Client &amp; Property Owner:</b>	KL Waterside 701 S. Olive Avenue, Suite 104 West Palm Beach, Florida 33401
<b>Land Planner / Landscape Architect:</b>	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
<b>Engineer:</b>	Osborn Engineering 360 Central Ave., Suite 1150 St. Petersburg, Florida 33701
<b>Surveyor:</b>	GeoPoint Surveying, Inc. 4152 W. Blue Heron Blvd., Suite 105 Riviera Beach, Florida 33404
<b>Traffic Engineer:</b>	Susan O'Rourke P.E. 869 SE Federal Highway, Suite 402 Stuart, Florida 34994
<b>Environmental Consultant:</b>	EW Consultants 1000 SE Montreay Commons Blvd #208 Stuart, Florida 34996

**South Florida Gateway PUD**

Martin County, Florida

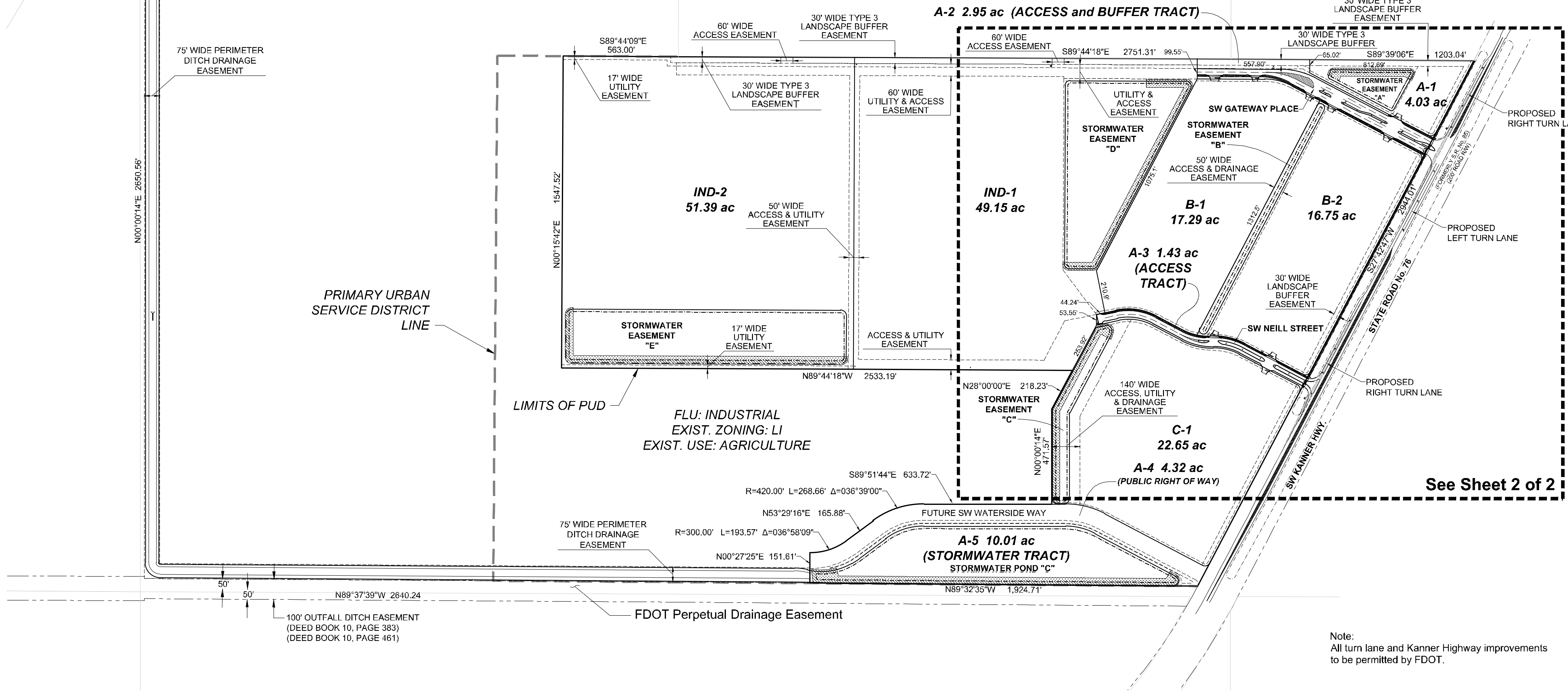
**Plat Infrastructure Final Site Plan**

Date	By	Description
3.11.2021	S.L.S.	Initial Submittal
7.1.2021	S.L.S.	Completeness Resubmittal
11.3.2021	S.L.S.	1st Resubmittal
2.9.2022	S.L.S.	2nd Resubmittal
4.4.2022	S.L.S.	3rd Resubmittal



Designer	SLS	Sheet
Manager	MC	<b>1 of 2</b>
Project Number	20-311	
Municipal Number	---	
Computer File		

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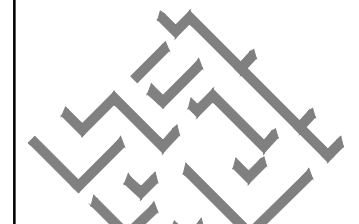
**Note:**  
 All turn lane and Kanner Highway improvements to be permitted by FDOT.

See Sheet 2 of 2

FLU: AGRICULTURAL  
 EXIST. ZONING: AG-20A  
 EXIST. USE: AGRICULTURE

FLU: INDUSTRIAL  
 EXIST. ZONING: LI  
 EXIST. USE: AGRICULTURE

100' OUTFALL DITCH EASEMENT  
 (DEED BOOK 10, PAGE 383)  
 (DEED BOOK 10, PAGE 461)



lucido & associates

701 SE Ocean Blvd., Stuart, Florida 34984 (772) 220-2100, Fax (772) 223-0220

Key / Location:



Project Team:

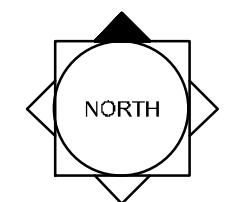
- Client & Property Owner:** K1, Waterside  
701 S. Olive Avenue, Suite 104  
West Palm Beach, Florida 33401
- Land Planner / Landscape Architect:** Lucido & Associates  
701 East Ocean Boulevard  
Stuart, Florida 34984
- Engineer:** Osborn Engineering  
360 Central Ave., Suite 1150  
St. Petersburg, Florida 33701
- Surveyor:** GeoPoint Surveying, Inc.  
4152 W. Blue Heron Blvd., Suite 105  
Riviera Beach, Florida 33404
- Traffic Engineer:** Susan O'Rourke P.E.  
869 SE Federal Highway, Suite 402  
Stuart, Florida 34984
- Environmental Consultant:** EIW Consultants  
1000 SE Monterey Commons Blvd #208  
Stuart, Florida 34986

# South Florida Gateway PUD

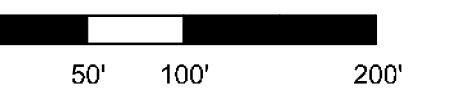
Martin County, Florida

## Plat Infrastructure Final Site Plan

Date	By	Description
3.11.2021	S.L.S.	Initial Submittal
7.1.2021	S.L.S.	Completeness Resubmittal
11.3.2021	S.L.S.	1st Resubmittal
2.9.2022	S.L.S.	2nd Resubmittal
4.4.2022	S.L.S.	3rd Resubmittal



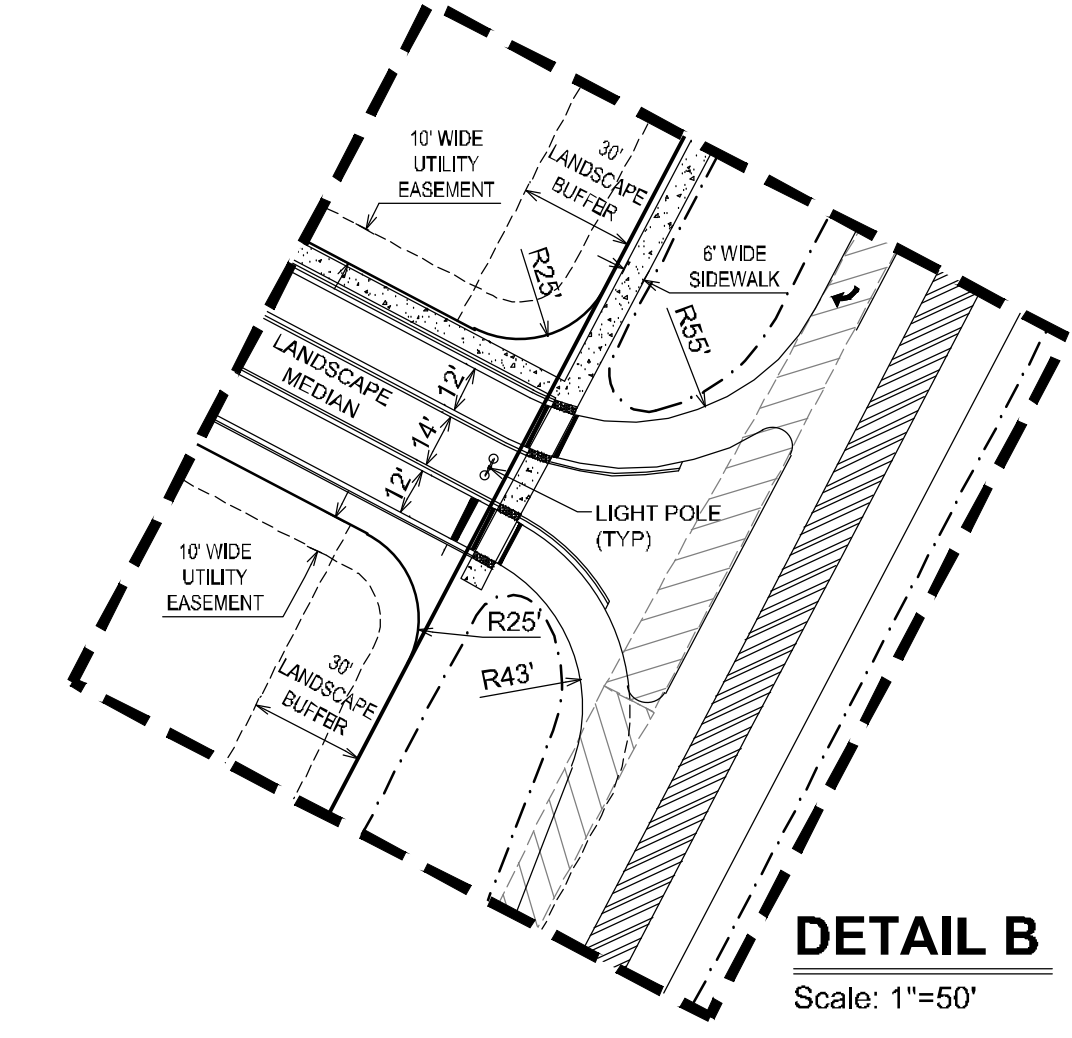
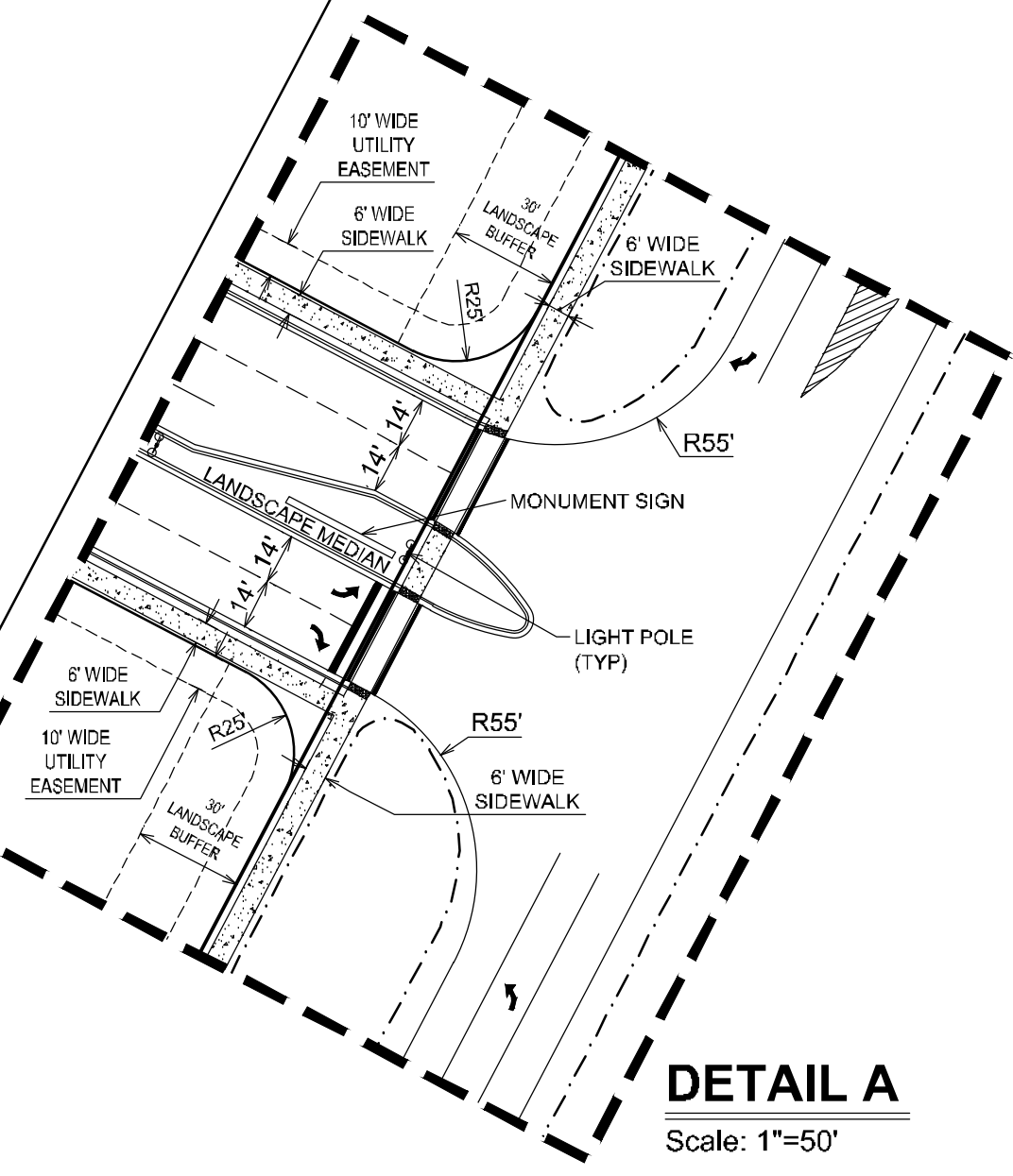
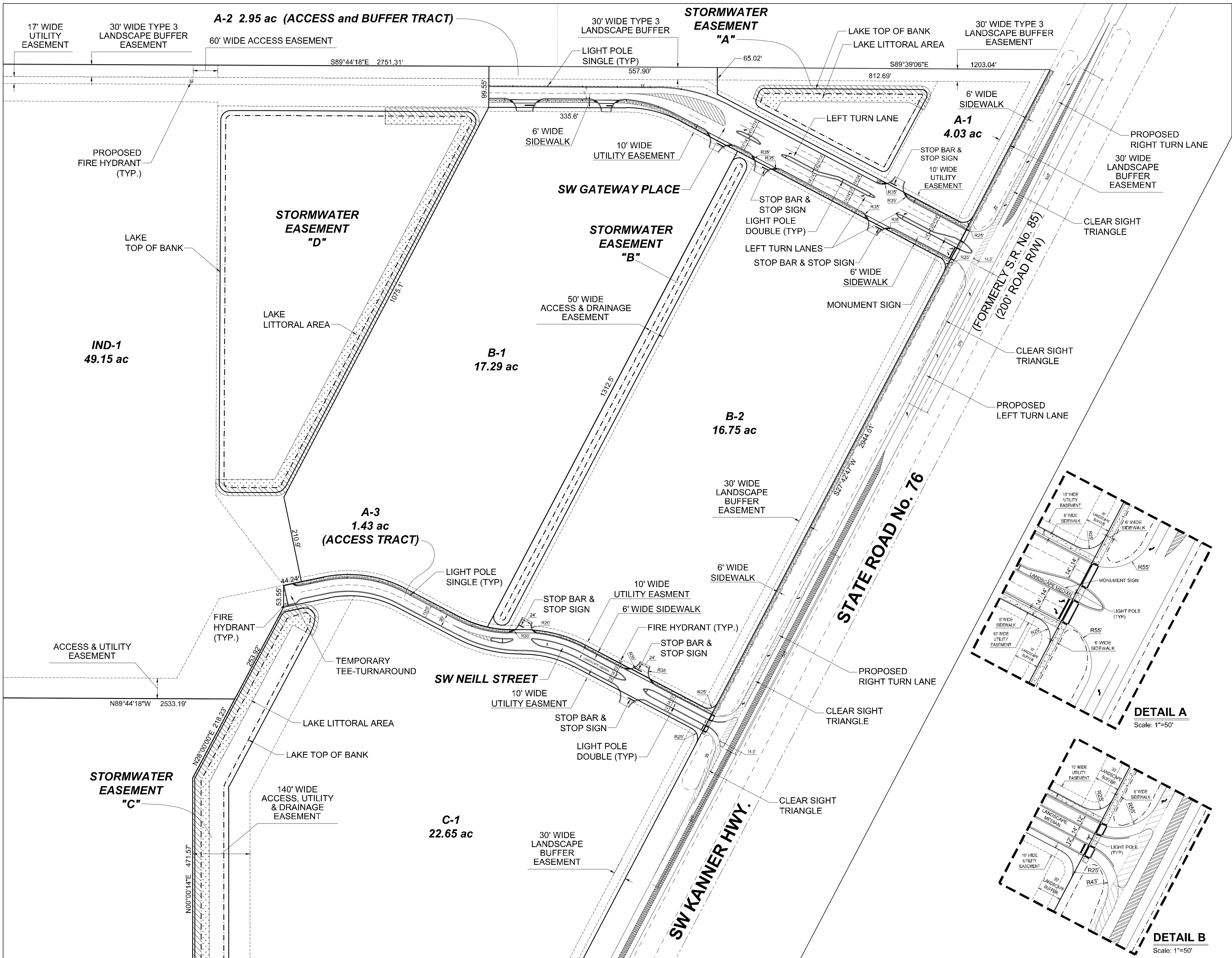
SCALE: 1" = 100'



REG. # 1018  
Thomas P. Lucido

Designer	SLS	Sheet
Manager	MC	2 of 2
Project Number	20-311	
Municipal Number		
Computer File		

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**Lot / Tract Data**

A-1		A-2 (ACCESS and BUFFER TRACT)		A-3 (ACCESS TRACT)		A-4 (PUBLIC RIGHT OF WAY)		A-5 (STORMWATER TRACT)	
Total Site Area:	175,486 s.f. 4.03 ac.	Total Site Area:	128,643 s.f. 2.95 ac.	Total Site Area:	62,186 s.f. 1.43 ac.	Total Site Area:	188,035 s.f. 4.32 ac.	Total Site Area:	436,798 s.f. 10.02 ac.
Impervious Area:	140,263 s.f. 3.22 ac.	Impervious Area:	102,914 s.f. 2.36 ac.	Impervious Area:	49,749 s.f. 1.14 ac.	Impervious Area:	150,084 s.f. 3.46 ac.	Impervious Area:	349,339 s.f. 8.02 ac.
Buildings & Pavement:	67,518 s.f. 1.55 ac.	Pavement:	102,914 s.f. 2.36 ac.	Pavement:	49,749 s.f. 1.14 ac.	Pavement:	150,084 s.f. 3.46 ac.	Stormwater:	349,339 s.f. 8.02 ac.
Stormwater:	72,745 s.f. 1.67 ac.	Pervious Area:	25,729 s.f. 0.59 ac.	Pervious Area:	12,437 s.f. 0.29 ac.	Pervious Area:	37,951 s.f. 0.86 ac.	Stormwater:	87,459 s.f. 2.00 ac.
Pervious Area:	35,223 s.f. 0.81 ac.	Landscape:	25,729 s.f. 0.59 ac.	Landscape:	12,437 s.f. 0.29 ac.	Landscape:	37,951 s.f. 0.86 ac.	Landscape:	87,459 s.f. 2.00 ac.
Landscape:	35,223 s.f. 0.81 ac.								

**Overall Site Data**

Total Site Area: 7,840,057 sf / 179.98 ac  
 Existing Zoning: Limited Industrial  
 Proposed Zoning: PUD  
 Future Land Use Designation: Industrial  
 Existing Use: Vacant  
 Parcel Control Number: 14-39-40-000-001-00020-9  
 18-39-41-000-012-00010-7  
 18-39-40-000-003-00000-1  
 6

**Building Data**

**Building Setbacks**

Front:	25' From Lot Line
Rear:	25' From Lot Line
Side:	25' From Lot Line
Maximum Height:	40'-0"
Maximum Lot Coverage:	80%
Maximum Building Coverage:	50%

Notes:  
 • Installation of a 30' wide Landscape Buffer along Tracts A-1, A-2 and Lot B-2 shall be completed in conjunction with the Plat Infrastructure Final Site Plan.  
 • Installation of the 30' wide Landscape Buffer on lot IND-1, IND-2 and C-1 shall be completed prior to the issuance of a CO on the respective lot.

**Overall Open Space Data**

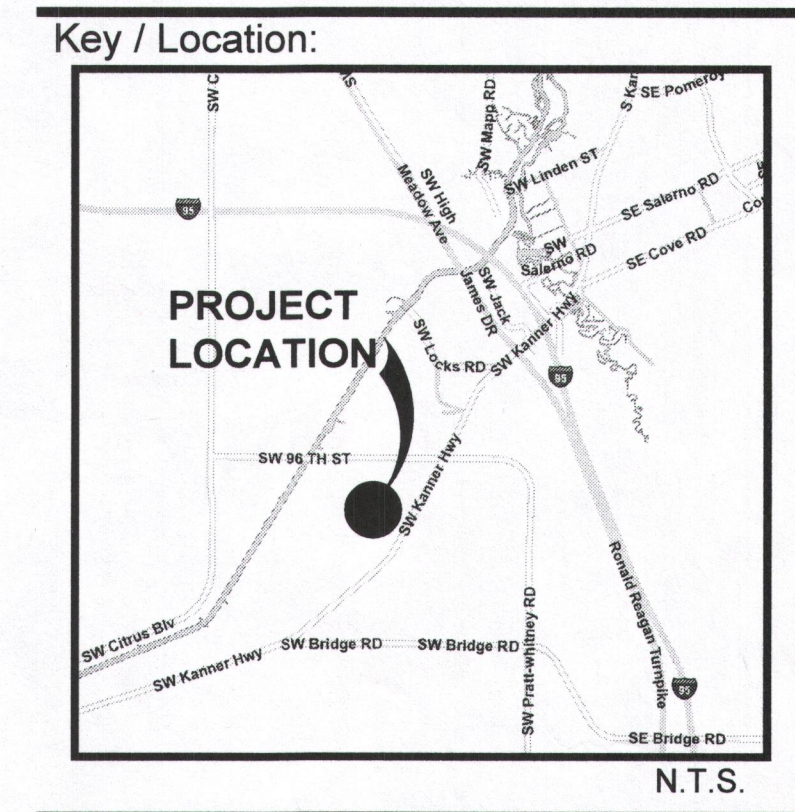
Total Site Area:	179.98 ac.
Minimum Required Open Space:	36.00 ac. (20.0%)
Open Space Provided:	65.18 ac. (36.2%)

Landscape: 1,568,828 s.f. 36.00 ac.  
 Stormwater: 1,271,475 s.f. 29.18 ac.

**Lot / Tract Areas / Projected Building Area\***

Lot / Tract	Total Area	Impervious Area	Pervious Area	Projected Building Area
IND-1	2,140,803 s.f. 49.15 ac.	1,712,608 s.f. 39.32 ac.	428,195 s.f. 9.83 ac.	698,765 sf
IND-2	2,238,705 s.f. 51.39 ac.	1,385,644 s.f. 31.81 ac.	853,061 s.f. 19.48 ac.	591,115 sf
A-1	175,486 s.f. 4.03 ac.	140,263 s.f. 3.22 ac.	35,223 s.f. 0.81 ac.	5,000 sf
A-2 (ACCESS and BUFFER TRACT)	128,643 s.f. 2.95 ac.	102,914 s.f. 2.36 ac.	25,729 s.f. 0.59 ac.	N/A
A-3 (ACCESS TRACT)	62,186 s.f. 1.43 ac.	49,749 s.f. 1.14 ac.	12,437 s.f. 0.29 ac.	N/A
A-4 (PUBLIC RIGHT OF WAY)	188,035 s.f. 4.32 ac.	150,084 s.f. 3.46 ac.	37,951 s.f. 0.86 ac.	N/A
A-5 (STORMWATER TRACT)	436,798 s.f. 10.02 ac.	349,339 s.f. 8.02 ac.	87,459 s.f. 2.00 ac.	N/A
B-1	753,317 s.f. 17.29 ac.	602,854 s.f. 13.83 ac.	150,463 s.f. 3.46 ac.	285,120 sf
B-2	729,631 s.f. 16.75 ac.	519,671 s.f. 11.93 ac.	210,960 s.f. 4.82 ac.	220,000 sf
C-1	986,453 s.f. 22.65 ac.	789,162 s.f. 18.12 ac.	197,291 s.f. 4.53 ac.	338,000 sf

\* Projected building area per lot may vary at the time of Final Site Plan application subject to compliance with the overall traffic, drainage and open space thresholds identified on this plan or within PUD agreement.



**Project Team:**

<b>Client &amp; Property Owner:</b>	KL Waterside 701 S. Olive Avenue, Suite 104 West Palm Beach, Florida 33401
<b>Land Planner / Landscape Architect:</b>	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
<b>Engineer:</b>	Osborn Engineering 360 Central Ave., Suite 1150 St. Petersburg, Florida 33701
<b>Surveyor:</b>	GeoPoint Surveying, Inc. 4152 W. Blue Heron Blvd., Suite 105 Riviera Beach, Florida 33404
<b>Traffic Engineer:</b>	Susan O'Rourke P.E. 969 SE Federal Highway, Suite 402 Stuart, Florida 34994
<b>Environmental Consultant:</b>	EW Consultants 1000 SE Monterey Commons Blvd #208 Stuart, Florida 34996

**South Florida Gateway PUD**  
 Martin County, Florida  
 PUD Master Site Plan

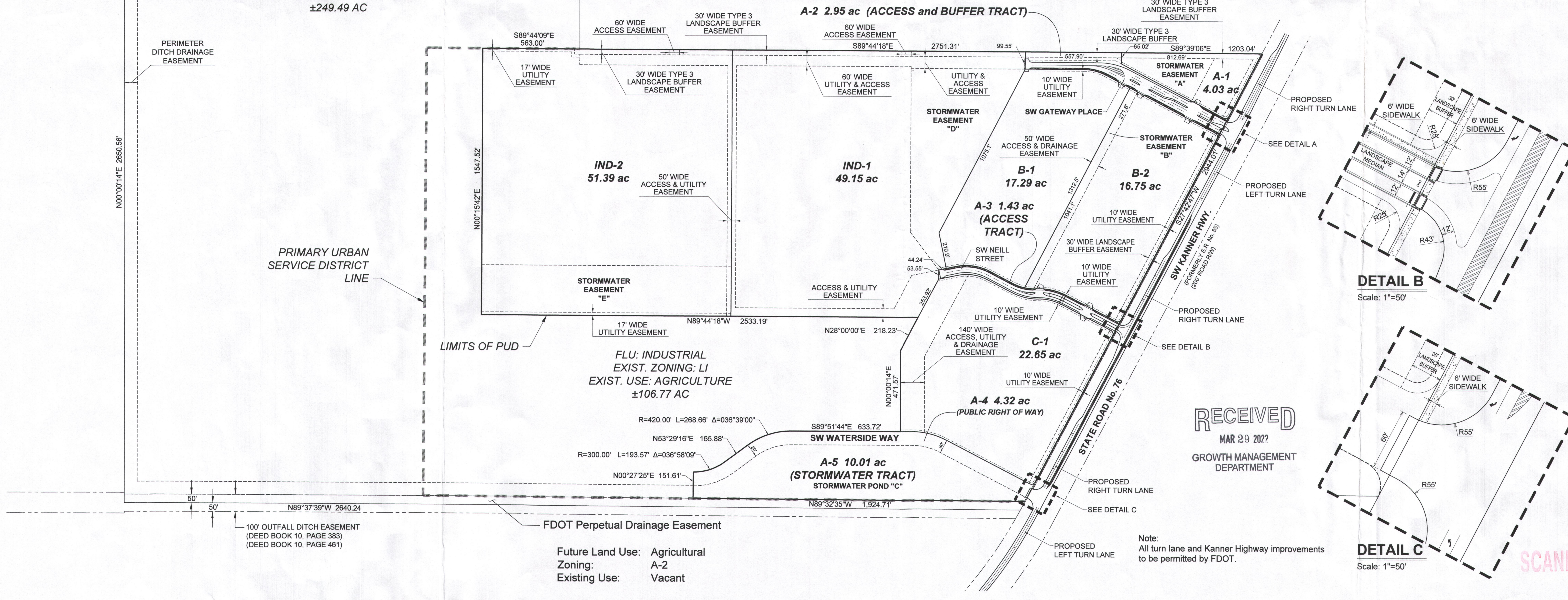
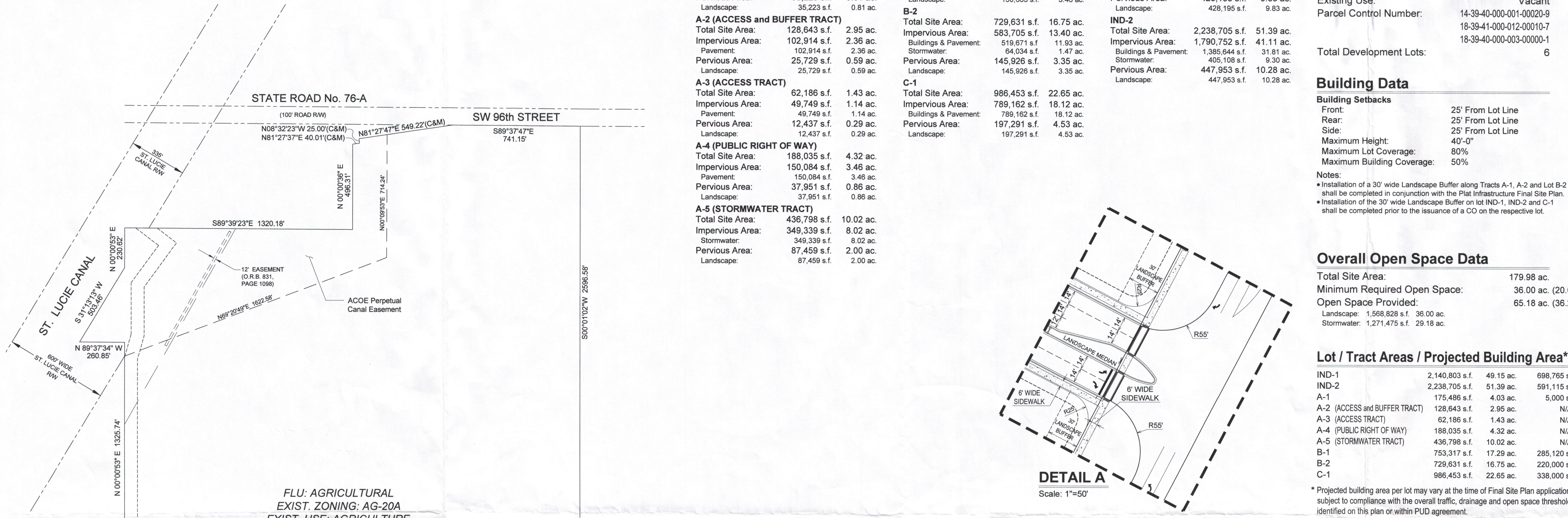
Date	By	Description
3.11.2021	S.L.S.	Initial Submittal
6.29.2021	S.L.S.	1st Resubmittal
10.13.2021	S.L.S.	2nd Resubmittal
11.30.2021	S.L.S.	Updated Tract Data and Easements
1.11.2022	S.L.S.	Updated Tract Data and Easements

**PLAN APPROVED**  
 BY  
**MARTIN COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
 DATE APPROVED: February 1, 2022  
 PROJECT COORDINATOR: [Signature]

SCALE: 1" = 300'

REG # 1018  
 Thomas P. Lucido

Designer	SLS	Sheet
Manager	MC	
Project Number	20-311	
Municipal Number	---	
Computer File	20-311 South Florida Gateway PUD - Master Plan.dwg	



**RECEIVED**  
 MAR 29 2022  
 GROWTH MANAGEMENT DEPARTMENT

Note:  
 All turn lane and Kanner Highway improvements to be permitted by FDOT.

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lucido&associates

## TRANSMITTAL

<b>Date:</b>	July 1, 2021		
<b>To:</b>	Pete Walden, Principal Planner		
<b>From:</b>	Morris Crady <i>MAC</i>		
<b>Subject:</b>	South Florida Gateway PUD Final Site Plan Application	<b>Project No.</b>	20-311
	<b>M.C. Project No. S265-002</b>		

In response to the attached completeness letter, please find the following responses to the comments contained therein and the enclosed application fee check in the amount of \$9,127.00 (for PUD final site plan) made payable to the Martin County Board of Commissioners. We have also provided the original application package, an additional set of the 24 x 36 plans and a CD with PDF copies of the application.

**Item #1: SURVEY**

RESPONSE: See enclosed signed and sealed survey.

Please note the application materials have been updated to be consistent with the PUD Master Site Plan resubmittal that was provided under separate cover.

Please feel free to contact me if you have any questions or comments.



**MARTIN COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
2401 S.E. MONTEREY ROAD • STUART, FL 34996

DOUG SMITH	Commissioner, District 1	TARYN KRYZDA, CPM	County Administrator
STACEY HETHERINGTON	Commissioner, District 2	SARAH W. WOODS	County Attorney
HAROLD E. JENKINS II	Commissioner, District 3		
SARAH HEARD	Commissioner, District 4	TELEPHONE	(772) 288-5400
EDWARD V. CIAMPI	Commissioner, District 5	WEBSITE	<a href="http://www.martin.fl.us">www.martin.fl.us</a>

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May 11, 2021

Mr. Morris Crady  
Lucido & Associates  
701 SE Ocean Blvd.  
Stuart, FL 34994

Record No: DEV2021050007  
Project Number: S265-002

RE: Completeness Review  
South Florida Gateway PUD Plat Infrastructure Final Site Plan

Dear Mr. Crady:

The above referenced application has been determined to be complete for review by the County. Peter Walden, Principal Planner, will be the County's project coordinator for this request. As such, please direct all future questions and correspondence to his attention.

Although the review was determined complete, the following items need additional attention.

**Item #1: SURVEY:** A boundary survey of the entire site including the legal description, parcel control number(s) and acreage, certified within 180 days of the date of this application, signed and sealed by a licensed Florida professional surveyor and mapper.

**Comments:** Required, please provide a signed and sealed survey.

You may review the application on-line at <https://aca3.accela.com/martinco>. Select Search Development Review and enter the Record Number above.

At this time, please submit the full application with a bookmarked disc and an extra set of plans, along with an application fee in the amount of **\$8,750.00** (check payable to Martin County Board of County Commissioners) to the Growth Management Department, Development Review Division. Each set must duplicate the application submitted for completeness review. Each set must contain original signed and sealed documents. The review of the application will commence the date after the project coordinator distributes the copies to the various agencies and

Crady  
May 11, 2021  
Page 2 of 2

individuals who participate in the review process for this application. At the end of the review period, you will be provided with a completed staff report for this application.

In the meantime, it is required that a sign be erected on the subject property. The project number **S265-002** must be included on the sign(s). Prior to preparing your sign, please read Section 10.6, Land Development Regulations, Martin County, Fla., which contains the required information that must be on the sign. Please provide documentation (i.e., photograph and certification to the project coordinator) that the property has been posted in accordance to the notification requirements.

Sincerely,



Paul Schilling  
Growth Management Director

PS:PW:kk

cc: KL Waterside LLC, 701 S. Olive Avenue, Ste. 104, West Palm Beach, FL 33401



## Lucido & Associates

May 6, 2021

HAND DELIVERY

Paul Schilling, Director  
Martin County Growth Management Department  
2401 SE Monterey Road  
Stuart, FL 34996

**Re: South Florida Gateway PUD – Application for Plat Infrastructure Final Site Plan Approval with Deferral of Public Facilities Reservation (Our ref. #20-311)**

Dear Paul:

On behalf of the property owner, KL Waterside, LLC, we are pleased to submit this application for the Plat Infrastructure Final Site Plan in accordance with the PUD Agreement and master site plan application that has been submitted under separate cover.

As more particularly described in the enclosed project narrative, the 143-acre (+/-) subject property is part of a 500-acre parent tract owned by KL Waterside, LLC located south of SW 96<sup>th</sup> Street, between the St. Lucie Canal (Okeechobee Waterway) and SR 76 (SW Kanner Highway). The property has been farmed for several decades and contains no natural wetlands or native upland habitat. It is currently vacant and consists of Industrial future land use with an LI zoning district, which front on SW Kanner Highway.

The property is the subject of recently adopted Comprehensive Plan Amendment applications No. CPA 19-5 and 19-6. Specifically, Ordinance 1153 provides the Industrial Future Land Use and Ordinance 1152 provides...

- 1) A free-standing urban service district,
- 2) Clarifies utility service by way of Martin County Utilities, and
- 3) Restricts development and uses on the property as follows:
  - (a) Uses on the subject property shall be limited to nonresidential uses. Residential uses shall not be permitted.
  - (b) Uses on the property shall be consistent with the future land use designations for the property and the applicable land use policies of the Martin County Comprehensive Growth Management Plan (CGMP).
  - (c) The net inbound AM peak hour trips generated by all uses shall be limited to 950 trips, as demonstrated during the review of final site plans consistent with Article 5, Adequate Public Facilities, Division 3, Traffic Impact Analysis, Land Development Regulations.
  - (d) All future applications for development approval shall be processed as a Planned Unit Development (PUD).
  - (e) The building footprint of any individual warehouse or distribution facility shall not exceed 1,050,000 square feet.
  - (f) No final site plan shall be approved, which provides access to SW 96<sup>th</sup> Street from that portion of the property designated as Industrial on the Future Land Use Map, unless it is restricted to provide access for emergency purposes only.



The proposed PUD Agreement and Master Site Plan have been designed consistent with the adopted Comprehensive Plan future land use designation and text language.

### **Proposed Project**

The enclosed South Florida Gateway Plat Infrastructure final site plan application provides the framework for future industrial development by creating individual development lots serviced by supporting infrastructure including access drives and turn lane improvements on SR 76 (SW Kanner Highway), a 30' wide landscape buffer tract along the Kanner Highway frontage, a 50' wide landscape buffer tract along the north property line and internal access and stormwater tracts that will be maintained by the property owner's association. The supporting infrastructure also includes the extension of potable water and wastewater services to be provided by Martin County Utilities. These improvements set the stage for a plat application.

Based on the significant employment and economic opportunities afforded by the South Florida Gateway PUD, the Martin County Business Development Board has qualified the project for an expedited review of the PUD Master Site Plan application and the Plat Infrastructure Final Site Plan (roads, drainage, utilities). Future development applications on individual lots that are deemed consistent with the PUD special conditions and master/final site plan and plat are intended to proceed under an expedited minor final site plan application, regardless of project size.

With this understanding, please find enclosed the sufficiency review fee check in the amount of \$290.00, the CD with PDF copies of the application materials, and the original application package containing the following materials (the additional copy of the 24 x 36 plans will be submitted upon a completeness determination):

- The completed application form;
- Affidavit for digital submittal;
- Project narrative;
- Owner's notarized power of attorney for representation by Lucido & Associates;
- Disclosure of interest affidavit;
- The recorded deed reflecting KL Waterside, LLC as the owner;
- No property transfer statement;
- The legal description;
- The parcel assessment/location map with the subject property outlined;
- Current aerial with the subject property outlined;
- Signed & sealed traffic impact analysis;
- Environmental assessment;
- Utility service letters;
- Signed & sealed survey, and electronic copy of same;
- The proposed final site plan, and electronic copy of same;
- Landscape plan;
- The proposed water sources (see SFWMD water use permit);
- Martin County utility worksheet
- Utility related calculations;
- Signed & sealed engineer's opinion of probable excavation, fill & hauling;
- Signed & sealed stormwater report; and

- Signed and sealed construction plans.

**Exceptions to Standard Application Checklist:**

**Evacuation plan** - Not applicable since the property is not located in a hurricane surge area.

**Fire wildfire scoresheet** – The site has been previously cleared and there are no adjacent lands that would be deemed a wildfire threat.

**Preserve Area Management Plan (PAMP)** – No preserve areas are required.

**School impact worksheet** – No residential units are proposed.

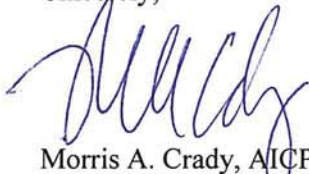
**Groundwater model** – Not applicable. See existing SFWMD water use permit. Potable water to be provided by Martin County Utilities.

**List of surrounding property owners** – Not required for final site plan applications.

Upon your determination of completeness, we will submit the required application fee of \$9,127.00 and the additional sets of 24x36 plans to begin the development review process.

If you have any questions or comments, please do not hesitate to contact me or Shirley Lyders.

Sincerely,



Morris A. Crady, AICP  
Senior Vice President  
Encl.

Copy to: Development team



Martin County, Florida  
 Growth Management Department  
 DEVELOPMENT REVIEW DIVISION  
 2401 SE Monterey Road, Stuart, FL 34996 772-288-5495 [www.martin.fl.us](http://www.martin.fl.us)

**DEVELOPMENT REVIEW APPLICATION**

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**A. GENERAL INFORMATION**

**Type of Application:** PUD Final Site Plan

**Name or Title of Proposed Project:** South Florida Gateway PUD

**Brief Project Description:**

See project narrative

**Was a Pre-Application Held?**  YES/NO  **Pre-Application Meeting Date:** \_\_\_\_\_

**Is there Previous Project Information?**  YES/NO

**Previous Project Number if applicable:** S265-001

**Previous Project Name if applicable:** \_\_\_\_\_

**Parcel Control Number(s)**

<u>13-39-40-000-003-00000-1</u>	_____
<u>18-39-41-000-012-00010-7</u>	_____
_____	_____
_____	_____
_____	_____

**B. PROPERTY OWNER INFORMATION**

**Owner (Name or Company):** KL Waterside LLC

**Company Representative:** Jim Harvey

**Address:** 701 S. Olive Avenue, Suite 104

**City:** West Palm Beach, **State:** FL **Zip:** 33401

**Phone:** 813-615-1244 x. 201 **Email:** jharvey@kolter.com

**C. PROJECT PROFESSIONALS**

**Applicant (Name or Company):** Same as property owner

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Agent (Name or Company):** Lucido & Associates

Company Representative: Morris A. Crady

Address: 701 SE Ocean Boulevard

City: Stuart, State: FL Zip: 34994

Phone: 772-220-2100 Email: mcrady@lucidodesign.com

**Contract Purchaser (Name or Company):** \_\_\_\_\_

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Land Planner (Name or Company):** Same as agent

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Landscape Architect (Name or Company):** Same as agent

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Surveyor (Name or Company):** GeoPoint Surveying, Inc.

Company Representative: Steve McMahon

Address: 4152 W. Blue Heron Blvd., Suite 105

City: Riviera Beach, State: FL Zip: 33404

Phone: 561-444-2720 Email: stevem@geopointsurvey.com

**Civil Engineer (Name or Company):** Osborn Engineering

Company Representative: Jonathan Gotwald

Address: 360 Central Ave., Suite 1150

City: St. Petersburg, State: FL Zip: 33701

Phone: 727-209-0436 Email: jgotwald@osborn-eng.com.com

**PROJECT PROFESSIONALS CONTINUED**

**Traffic Engineer (Name or Company):** Susan O'Rourke P.E.  
Company Representative: Susan O'Rourke  
Address: 969 SE Federal Highway, Suite 402  
City: Stuart, State: FL Zip: 34994  
Phone: 772-781-7918 Email: seorourke@comcast.net

**Architect (Name or Company):** \_\_\_\_\_  
Company Representative: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Attorney (Name or Company):** Fox McCluskey Bush Robinson  
Company Representative: Tyson Waters  
Address: 3461 SE Willoughby Blvd.  
City: Stuart, State: FL Zip: 34994  
Phone: 772-287-4444 Email: twaters@foxmccluskey.com

**Environmental Planner (Name or Company):** EW Consultants  
Company Representative: Ed Weinberg  
Address: 1000 SE Monterey Commons Blvd., Suite 208  
City: Stuart, State: FL Zip: 34996  
Phone: 772-287-8771 Email: ewinberg@ewconsultants.com

**Other Professional (Name or Company):** \_\_\_\_\_  
Company Representative: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**D. Certification by Professionals**

Section 10.2.D.7., Article 10, Development Review Procedures, Land Development Regulations (LDR), Martin County Code (MCC) provides the following:

When reviewing an application for a development permit that is certified by a professional listed in s. 403.0877, F.S., the County shall not request additional information from the application more than three times, unless the applicant waives the limitation in writing. If the applicant believes the request for additional information is not authorized by ordinance, rules, statute, or other legal authority, the County, at the applicant's request, shall proceed to process the application for approval or denial. **(125.022(1), Fla. Stat.)**

This box must be check if the applicant waives the limitations.

**E. APPLICANT or AGENT CERTIFICATION**

I have read this application, and to the extent that I participated in the application, I have answered each item fully and accurately.

*Morris A. Crady*  
Applicant Signature

5-6-2021  
Date

MORRIS A. CRADY  
\_\_\_\_\_  
Printed Name

**NOTARY ACKNOWLEDGMENT**

STATE OF: FLORIDA

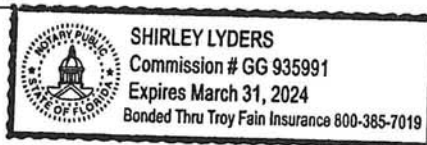
COUNTY OF: MARTIN

I hereby certify that the foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this 6<sup>th</sup> day of May, 2021, by MORRIS A. CRADY.

He X is personally known to me or \_\_\_ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Printed name

*Shirley Lyders*  
Notary Public Signature



STATE OF: FLORIDA at-large



**Martin County County Florida Growth Management Department  
DEVELOPMENT REVIEW DIVISION**  
2401 SE Monterey Road, Stuart, FL 34996  
772-288-5495 [www.martin.fl.us](http://www.martin.fl.us)

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### Digital Submittal Affidavit

I, Morris A. Crady, attest that the electronic version included for the project South Florida Gateway PUD, Plat Infrastructure Final Site Plan is an exact copy of the documents that were submitted for sufficiency, excluding any requested modifications made by the sufficiency review team. All requested modifications, if any, have been completed and are included with the packet.

*M A Crady*  
Applicant Signature

5-6-2021  
Date

### NOTARY ACKNOWLEDGMENT

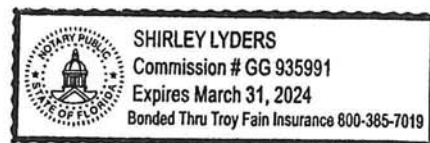
STATE OF: FLORIDA COUNTY OF: MARTIN

I hereby certify that the foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 6<sup>th</sup> day of May, 2021, by Morris A. Crady.

He or She  is personally known to me or  has produced \_\_\_\_\_ as identification.

Printed name

*Shirley Lyders*  
Notary Public Signature



STATE OF: FLORIDA at-large



**PROJECT NARRATIVE**  
**KL Waterside, LLC**  
**South Florida Gateway PUD**  
**Plat Infrastructure Final Site Plan Application**  
**July 1, 2021**

**Property Characteristics**

The 151-acre (+/-) subject property is part of a 500-acre parent tract owned by KL Waterside, LLC located south of SW 96<sup>th</sup> Street between the St. Lucie Canal (Okeechobee Waterway) and SR 76 (SW Kanner Highway). The property has been farmed for several decades and contains no natural wetlands or native upland habitat. It is currently vacant and consists of Industrial future land use with an LI zoning district, which fronts on SW Kanner Highway.

The property is the subject of recently adopted Comprehensive Plan Amendment applications No. CPA 19-5 and 19-6.

Specifically, Ordinance 1153 provides the Industrial Future Land Use and Ordinance 1152 provides...

- 1) A free-standing urban service district,
- 2) Clarifies utility service by way of Martin County Utilities, and
- 3) Restricts development and uses on the property as follows:
  - (a) Uses on the subject property shall be limited to nonresidential uses. Residential uses shall not be permitted.
  - (b) Uses on the property shall be consistent with the future land use designations for the property and the applicable land use policies of the Martin County Comprehensive Growth Management Plan (CGMP).
  - (c) The net inbound AM peak hour trips generated by all uses shall be limited to 950 trips, as demonstrated during the review of final site plans consistent with Article 5, Adequate Public Facilities, Division 3, Traffic Impact Analysis, Land Development Regulations.
  - (d) All future applications for development approval shall be processed as a Planned Unit Development (PUD).
  - (e) The building footprint of any individual warehouse or distribution facility shall not exceed 1,050,000 square feet.
  - (f) No final site plan shall be approved, which provides access to SW 96<sup>th</sup> Street from that portion of the property designated as Industrial on the Future Land Use Map, unless it is restricted to provide access for emergency purposes only.

The proposed PUD Agreement and Master Site Plan have been designed consistent with the adopted Comprehensive Plan future land use designation and text language.

**Surrounding Property Characteristics**

The properties to the south and west of the subject site includes vacant Industrial land use within the parent tract. The vacant Agricultural land use to the south beyond the Industrial land use, is physically



separated from the subject property by an existing 100' wide perpetual easement that includes a drainage canal maintained by the Florida Department of Transportation. The 50' portion of the canal easement on the parent tract is being retained in the Agricultural land use category and A-2 zoning district.

The majority of the property to the north consists of lands designated for Agricultural land use that has been previously cleared and maintained as improved pasture. Several single family ranches occur along the Kanner Highway frontage within the Agricultural Ranchette future land use category and A-2 zoning district. The properties at the intersection of Kanner Highway and along SW 96<sup>th</sup> Street, which are located within the Primary Urban Service District, include an existing gas station/convenience store within the Commercial General future land use category.

### **Proposed Project**

The enclosed Plat Infrastructure Final Site Plan application provides the framework for future industrial development by creating individual development lots serviced by supporting infrastructure including access drives and turn lane improvements on SR 76 (SW Kanner Highway), a 30' wide landscape buffer tract along the Kanner Highway frontage , a 30' wide landscape buffer tract along the north property line and internal access and stormwater tracts that will be maintained by the property owner's association or community development district (CDD). The supporting infrastructure also includes the extension of potable water and wastewater services to be provided by Martin County Utilities. These improvements set the stage for a plat application.

The PUD Agreement and Master Site Plan, which were submitted under separate cover, also provide the development standards for each lot based on the preliminary drainage and utility plan prepared by Osborn Engineering, which anticipates the development of large-scale warehouse or distribution facilities, and related spin-off industrial and commercial uses.

Future development within the PUD will require compliance with PUD Master Site Plan development standards and PUD special conditions, which include a building exhibit for large-scale warehouse or distribution facilities prepared Foundry Commercial Group that documents compliance with the County's 40' height allowance. In addition, the PUD provides minimum open space requirements and minimum building setbacks from adjoining property lines and uses including a setback of 600 feet from the highway for warehouse or distribution facilities. All industrial and commercial buildings within 600 feet of the Kanner Highway frontage will be required to comply with the architectural standards within the County's Commercial Building Design Ordinance.

### **Expedited Review**

Based on the significant employment and economic opportunities afforded by the South Florida Gateway PUD, the Martin County Business Development Board has qualified the project for an expedited review of the PUD Master Site Plan application and the Plat Infrastructure Final Site Plan (roads, drainage, utilities). Future development applications on individual lots that are deemed consistent with the PUD special conditions and master/final site plan and plat are intended to proceed under an expedited minor final site plan application, regardless of project size.

*KL Waterside, LLC*

March 8, 2021

Paul Schilling, Director  
Martin County Growth Management Department  
2401 S.E. Monterey Road  
Stuart, FL 34996

Re: PCN: 13-39-40-000-003-00000-1  
PCN: 18-39-41-000-012-00010-7  
PCN: 14-39-40-000-001-00020-9  
South Florida Gateway PUD

Dear Mr. Schilling:

As owner of the property referenced above, please consider this correspondence formal authorization for Lucido & Associates to represent KL Waterside, LLC during the governmental review process of the South Florida Gateway PUD applications.

Sincerely,

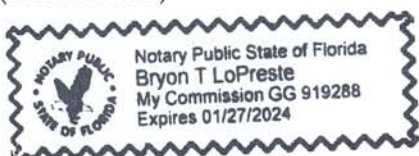
  
\_\_\_\_\_  
Jim Harvey, Authorized Agent

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me by means of  physical presence or  online notarization this 8<sup>th</sup> day of March, 2021, by James P. Harvey who  is personally known to me or  has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

(Notarial Seal)



**Landscape Notes:**

- Alternative plant species for required landscape may be permitted subject to review and approval by the Martin County Growth Management Department prior to installation.
- All prohibited exotic or invasive species shall be removed from the entire site prior to the issuance of a Certificate of Occupancy.
- All required landscaping shall be installed prior to the issuance of a Certificate of Occupancy.
- No Cypress Mulch is to be used on site. Eucalyptus or Melaleuca Mulch is to be used in a 3" consistent layer in all planting beds.
- Enhanced landscaping beyond minimum requirements will conform to all applicable sections of the Martin County Landscape Development Regulations. As-built drawings will be submitted to Martin County Growth Management with Certification of Landscaping installation and Maintenance.
- This plan has been designed to meet the tree planting requirements contained within the FPL document entitled "Plant the Right Tree in the Right Place".
- For existing or proposed utilities, no tree shall be planted where it could, at mature height conflict with overhead power lines.
- Large trees (height at maturity of more than 30') shall be planted no closer than a horizontal distance of 30' from the nearest overhead power line.
- Medium height trees (height at maturity between 20' and 30') shall be offset at least 20' and small trees (height at maturity of less than 20') require no offset.
- No tree shrubs, hedges or vines shall be planted within 5' of an existing or proposed utility pole, guy wire or pad-mounted transformer.
- Palms should be planted at a distance equal to or greater than the average frond length plus two (2) feet from power lines.
- Tree species shall be selected as to minimize conflicts with existing or proposed utilities.
- Encroachments into required bufferyards and landscape areas by vehicles, boats, mobile homes or trailers shall not be permitted, and required landscape areas shall not be used for the storage or sale of materials or products or the parking of vehicles and equipment.
- The property owner, or successors in interest, or agent, if any, shall be jointly and severally responsible for the following:
  - Regular maintenance of all landscaping to be kept alive and in good condition and in a way that presents a healthy, neat, and orderly appearance. All landscaping shall be maintained free from disease, pests, weeds, and litter. Maintenance shall include weeding, watering, fertilizing, pruning, mowing, edging, mulching and other maintenance, as needed and in accordance with acceptable horticultural practices;
  - Repair or replacement of required walls, fences, or structures to a structurally sound condition;
  - Regular maintenance, repair or replacement, where necessary, of any screening or buffering required by this division;
  - Perpetual maintenance to prohibit the re-establishment of harmful exotic species within landscaping and preservation areas; and
  - Replacement of any required landscaping in easement areas that may be disturbed by future maintenance.

**Irrigation Notes:**

- Adequate irrigation of landscaped areas shall be provided for the first full growing season and continue thereafter only as necessary to maintain required vegetation in good and healthy condition.
- Irrigation systems shall conform to the following standards: Irrigation systems shall be continuously maintained in working order and shall be designed not to overlap water zones or to water impervious areas.
- No irrigation system shall be installed or maintained abutting any public street which causes water from the system to overspray onto the roadway or to strike passing vehicular traffic.
- Irrigation Water Source: Permitted Well.
- Irrigation Plans shall be submitted with the certificate of completion prepared by a Landscape Architect prior to Certification of Occupancy is granted.
- The proposed dry retention areas shall be provided with temporary irrigation. All other landscape areas and sodded areas shall be provided with permanent irrigation.

**Site Data**

Total Site Area:	7,840,057 sf / 179.98 ac
Existing Zoning:	Limited Industrial
Proposed Zoning:	PUD
Future Land Use Designation:	Industrial
Existing Use:	Vacant
Parcel Control Number:	14-39-40-000-001-00020-9 18-39-41-000-012-00010-7 18-39-40-000-003-00000-1
Total Development Lots:	6

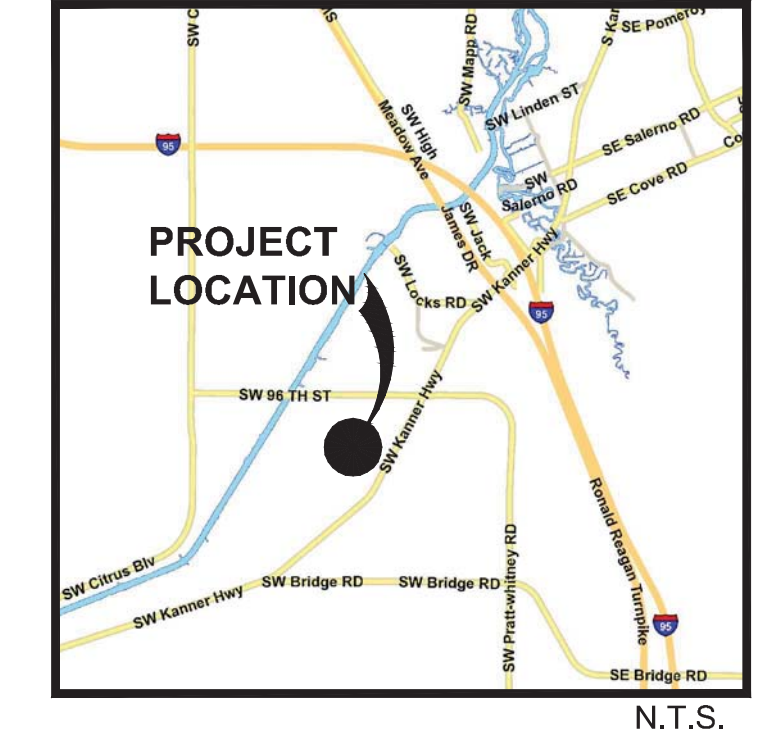
**Overall Open Space Data**

Total Site Area:	179.98 ac.
Minimum Required Open Space:	36.00 ac. (20.0%)
Open Space Provided:	65.18 ac. (36.2%)
Landscape:	1,568,828 s.f. 36.00 ac.
Stormwater:	1,271,475 s.f. 29.18 ac.

**Landscape Data:**

<b>Infrastructure Landscape Area Required:</b>	1,295,403 SF (20%) = 259,081 SF
<b>Infrastructure Landscape Area Provided:</b>	1,142,740 SF (Tract A-2, Tract A-3, Tract A-4 Stormwater, Lots A-1, B-2, & B-3 Buffer Areas, Stormwater Easements A, B, & D, and Drainage Easement C-1)
<b>Infrastructure Landscape Requirements</b>	
<b>Infrastructure Site Developed Area:</b>	1,295,403 SF (Tract A-2, Tract A-3, Tract A-4 Stormwater, Lots A-1, B-2, & B-3 Buffer Areas, Stormwater Easements A, B, & D, and Drainage Easement C-1)
<b>Required Trees:</b>	518 Trees (1,295,403 SF/2,500 = 518)
<b>Provided Trees:</b>	518 Trees* *Includes Type 3 Buffer Trees *Does NOT include Littoral and Upland Transition Trees
<b>Type 3 Buffer Requirements</b>	
<b>Buffer Area:</b>	(220 LF x 50' W) 40,868 sf
<b>Trees Required</b>	136 Trees 1 per 300 sf of Buffer Area (40,868 sf / 300 sf)
<b>Trees Provided</b>	136 Trees (90 Existing Tree Credits, See Sheet LA-14) (136 Native=100%)
<b>Shrubs Required</b>	4624 Shrubs 34 per 300 sf of Buffer Area (40,868 sf / 300 sf)
<b>Shrubs Provided</b>	4624 Shrubs (4624 Native=100%)

**Key / Location:**



**Project Team:**

<b>Client &amp; Property Owner:</b>	KL Waterside 701 S. Olive Avenue, Suite 104 West Palm Beach, Florida 33401
<b>Land Planner / Landscape Architect:</b>	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
<b>Engineer:</b>	Osborn Engineering 360 Central Ave., Suite 1150 St. Petersburg, Florida 33701
<b>Surveyor:</b>	GeoPoint Surveying, Inc. 4152 W. Blue Heron Blvd., Suite 105 Riviera Beach, Florida 33404
<b>Traffic Engineer:</b>	Susan O'Rourke P.E. 969 SE Federal Highway, Suite 402 Stuart, Florida 34994
<b>Environmental Consultant:</b>	EW Consultants 1000 SE Monterey Commons Blvd #208 Stuart, Florida 34996

**South Florida Gateway PUD**

Martin County, Florida

**Plat Infrastructure Landscape Plan**

Date	By	Description
5.05.2021	B.M.W.	Initial Submittal
7.01.2021	B.M.W.	Completeness Submittal
11.02.2021	B.M.W.	Revised per Comments
02.08.2022	K.V.	Revised per Comments

NORTH

SCALE: 1" = 300'

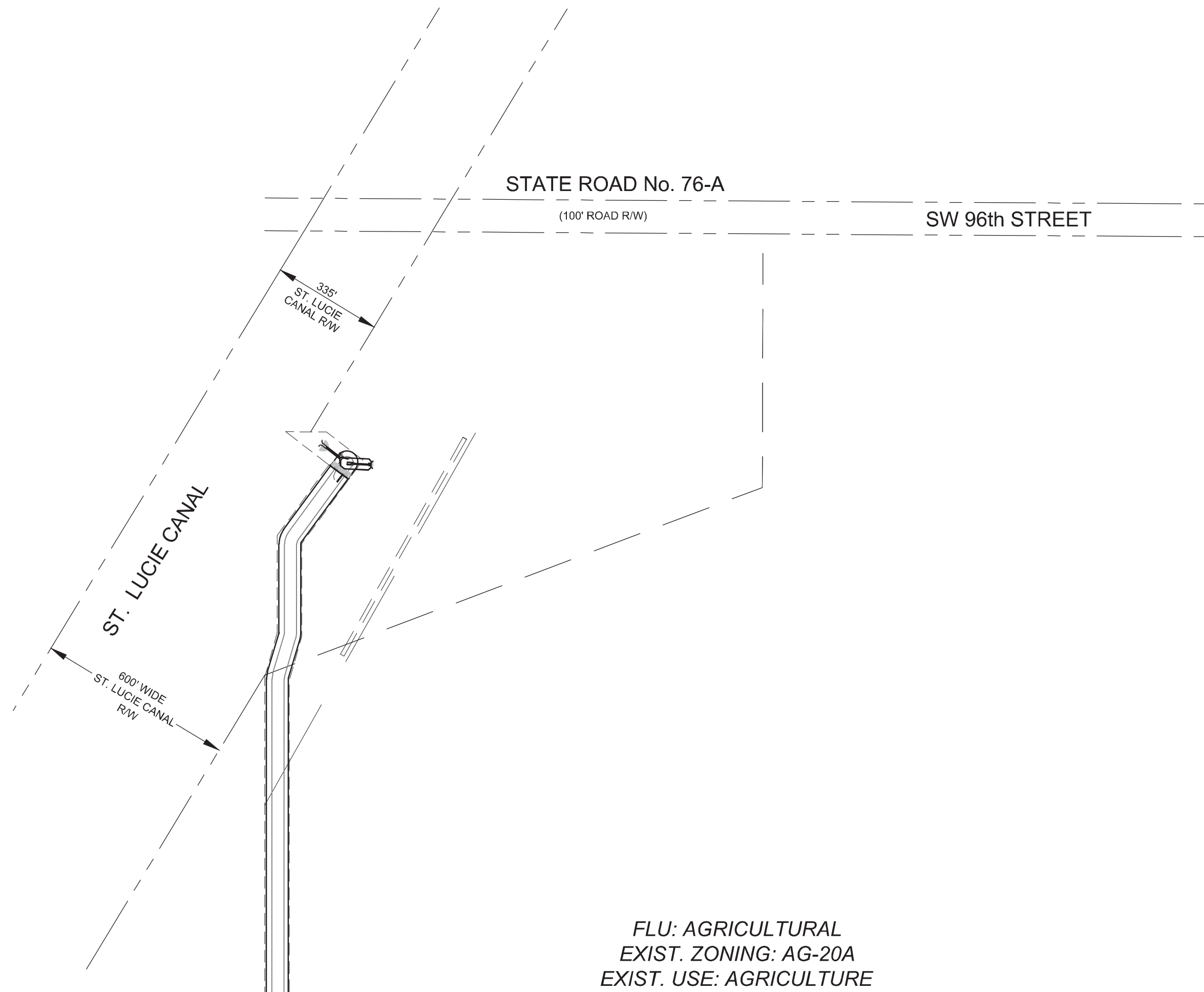
0 150' 300' 600'

REG. # 1018  
Thomas P. Lucido

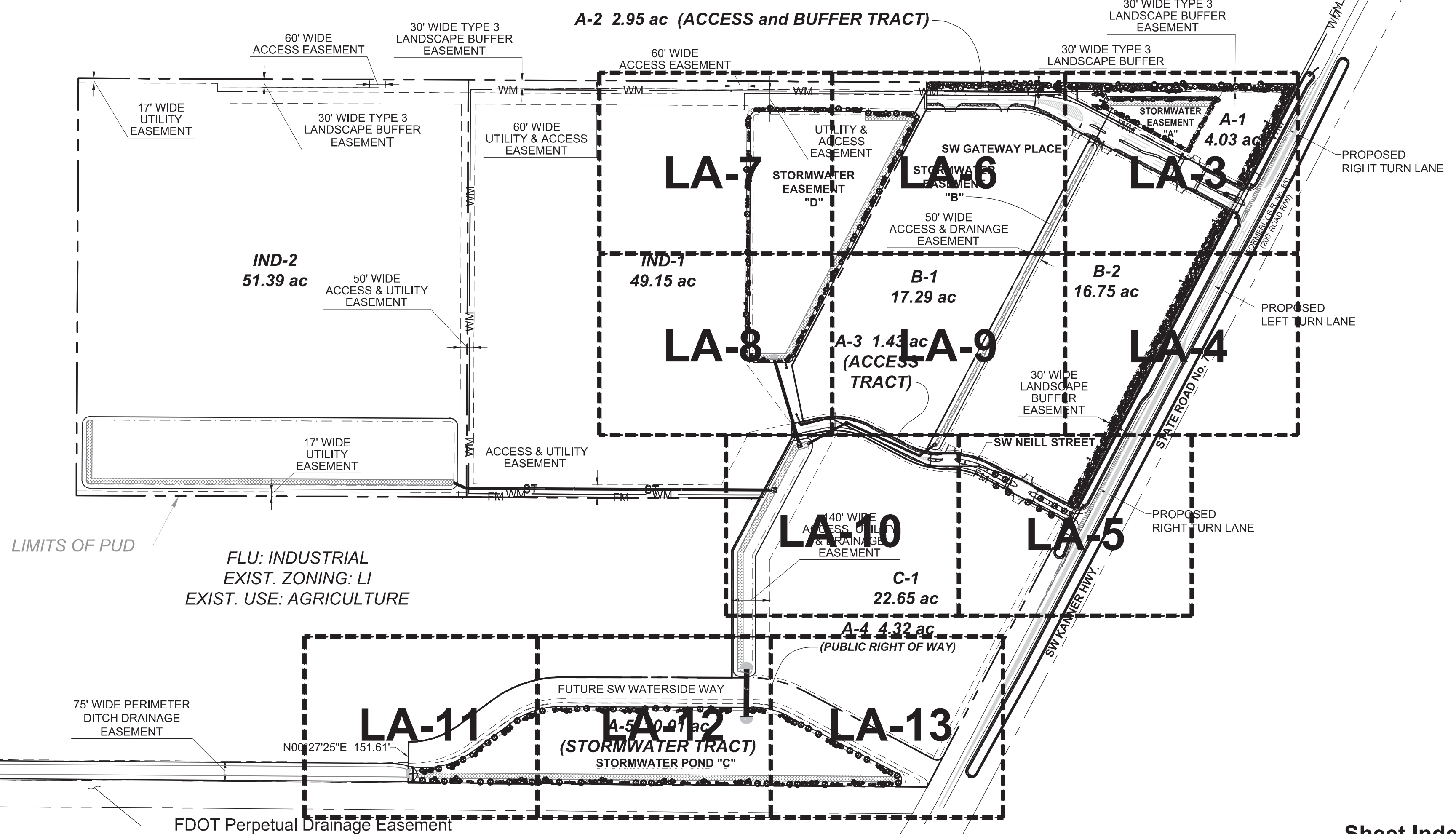
**Sheet Index:**

Sheet LA-1.....	Overall Plan
Sheet LA-2.....	Plant Schedule
Sheet LA-2.....	Littoral Calculations & Details
Sheet LA-2.....	Typical Buffer Section
Sheets LA-3 - LA-13.....	Landscape Plans
Sheet LA-14.....	Tree Disposition Plans
Sheet LA-15.....	Landscape Details
Sheet LA-16.....	Landscape Specifications

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FLU: AGRICULTURAL  
 EXIST. ZONING: AG-20A  
 EXIST. USE: AGRICULTURE



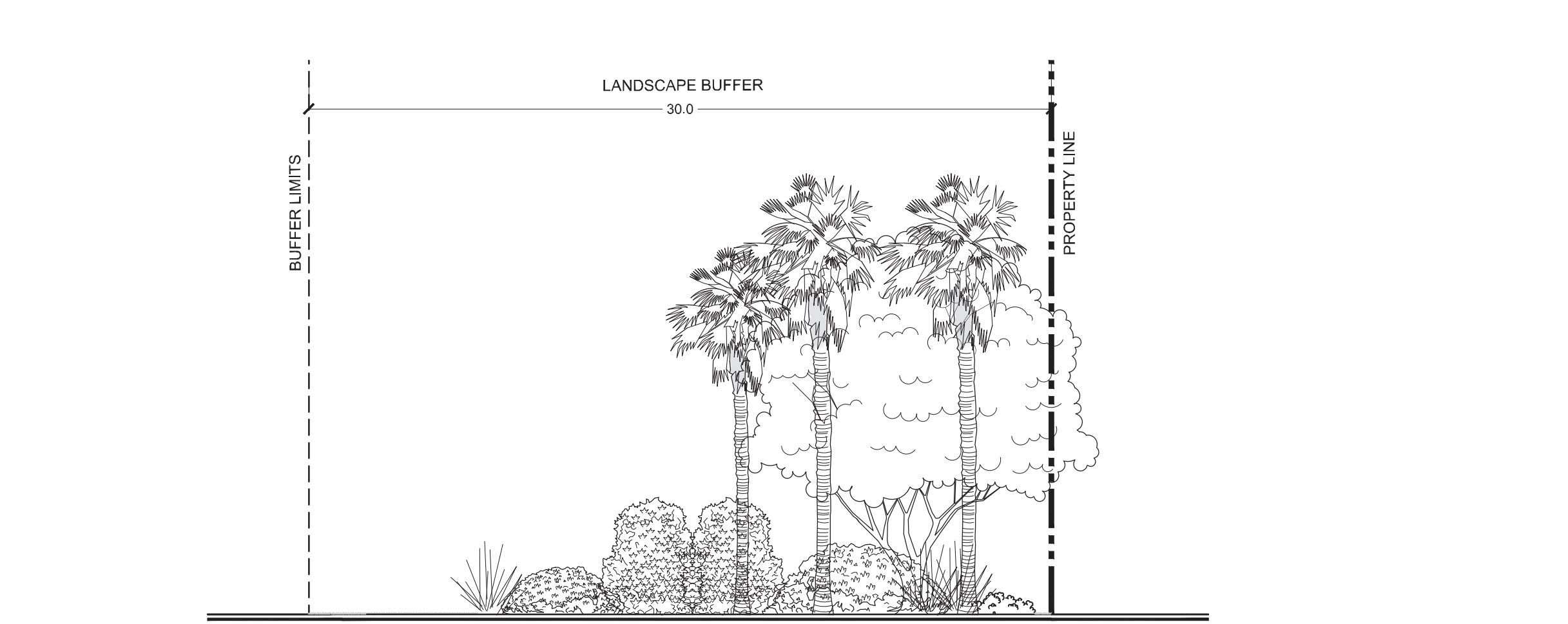
FLU: INDUSTRIAL  
 EXIST. ZONING: LI  
 EXIST. USE: AGRICULTURE

100' OUTFALL DITCH EASEMENT  
 (DEED BOOK 10, PAGE 383)  
 (DEED BOOK 10, PAGE 461)

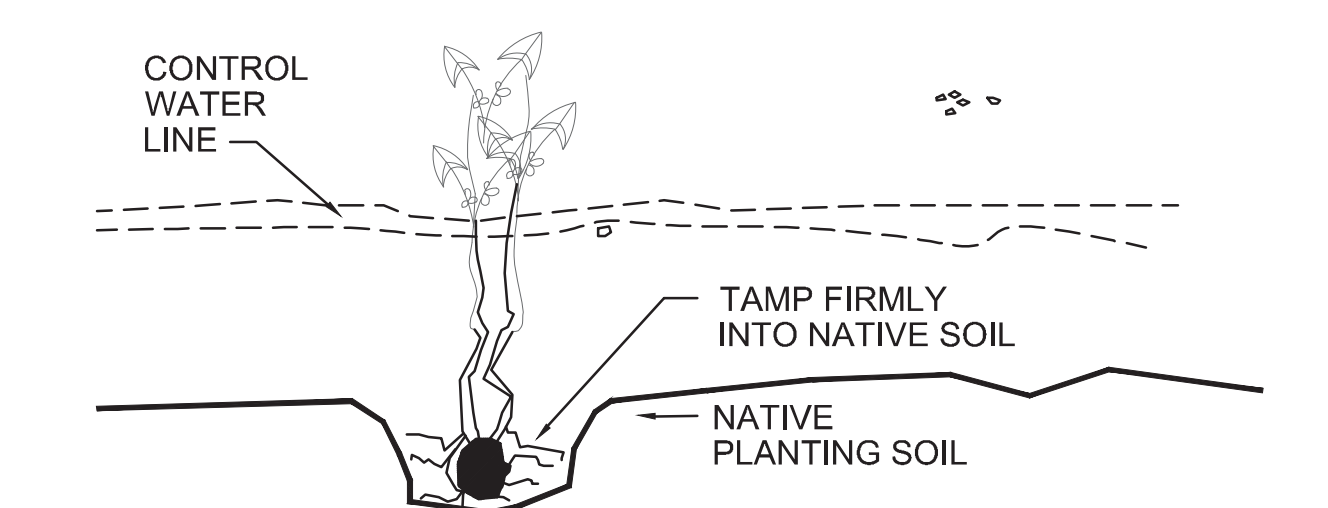
FDOT Perpetual Drainage Easement

PLANT SCHEDULE LAKES

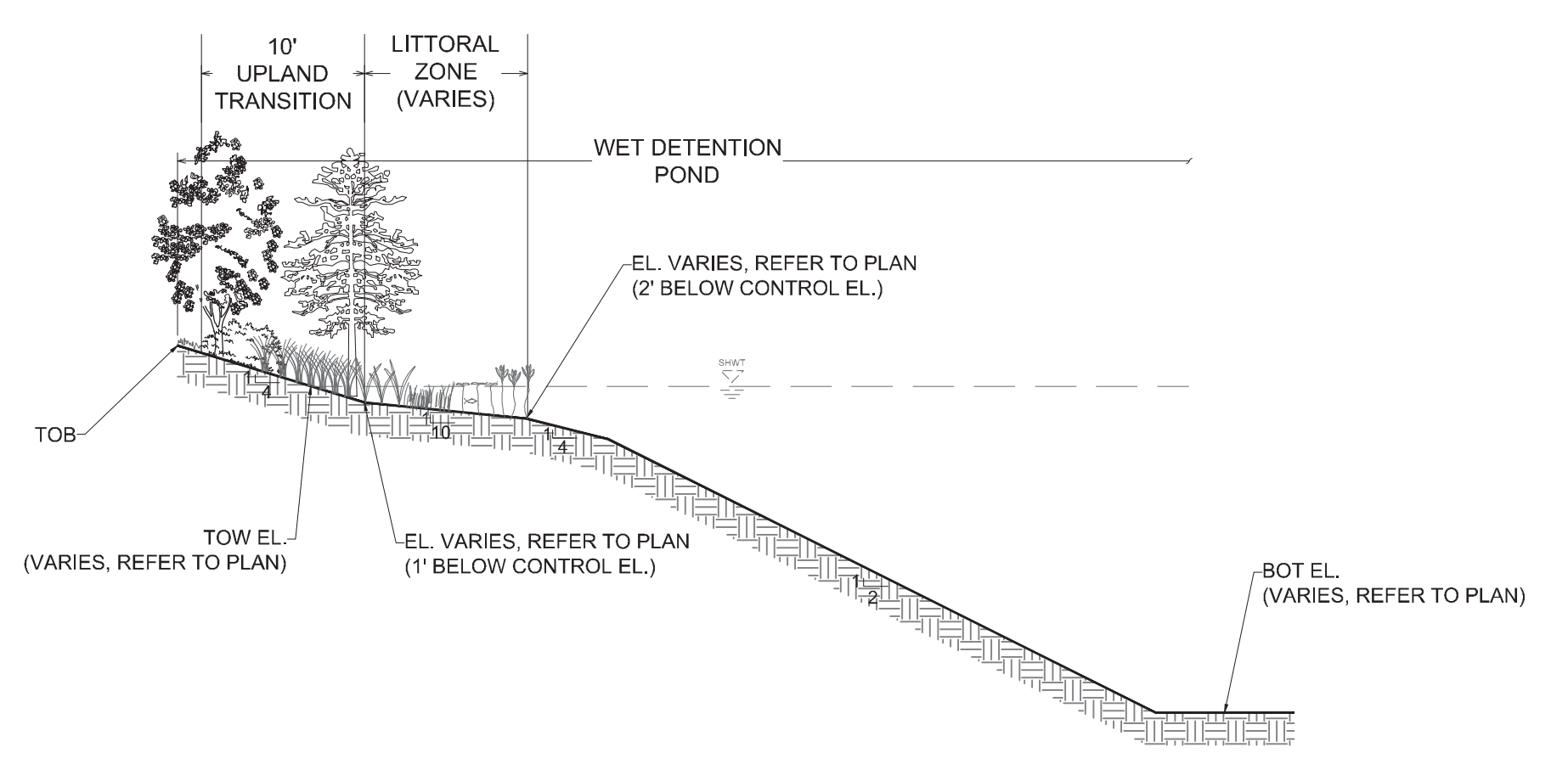
Table with 11 columns: TREES, CODE, QTY, BOTANICAL NAME, COMMON NAME, CONTAINER, HEIGHT, WIDTH, NOTES, NATIVE, CALIPER. Includes plant codes like AR-L, CE, IE, PE, QV4, SP, TA-L, TD and quantities for various tree species.



B1 TYPICAL LANDSCAPE BUFFER - SECTION SCALE: 1/5"=1'-0"



B2 TYPICAL LITTORAL DETAIL SCALE: N.T.S.



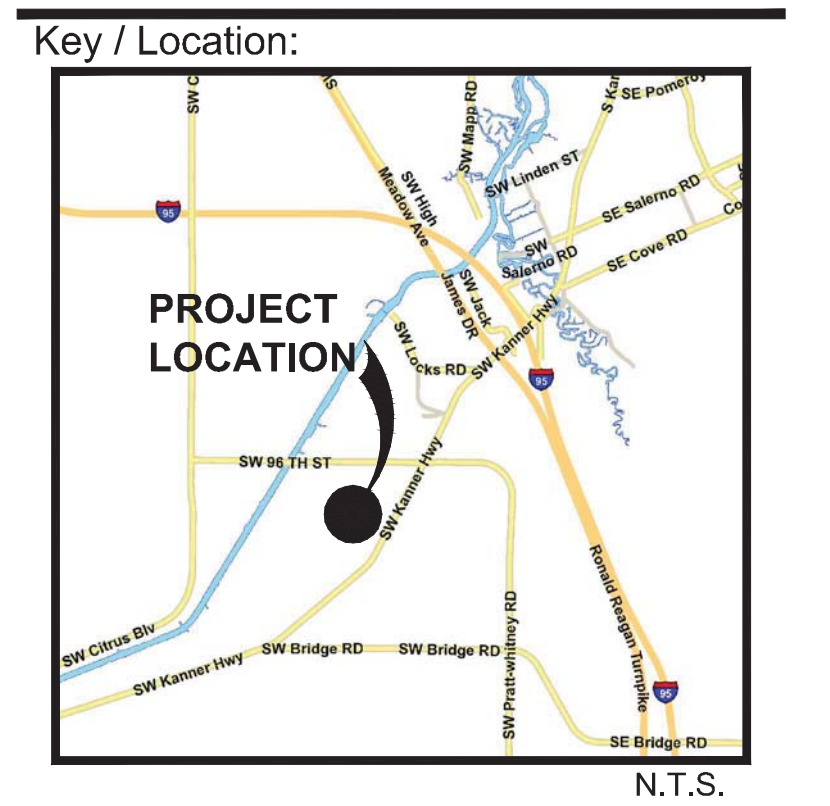
B3 LAKE TYPICAL LITTORAL & UPLAND BUFFER ZONES SECTION SCALE: 1"=10' NOTE: REFER TO EW CONSULTANTS PLAN FOR LITTORAL PLANT QUANTITIES

PLANT SCHEDULE TYPE '3' BUFFER

Table with 11 columns: TREES, CODE, QTY, BOTANICAL NAME, COMMON NAME, CONTAINER, HEIGHT, WIDTH, NOTES, NATIVE, CALIPER. Includes plant codes like IE, PE, EPE, EQL, QV4, SP, ETD, SHRUBS, CA, CHR, CE2, CES, HAC, MUH, MFR, MYY, MG3, SER, TRD, TRF.

PLANT SCHEDULE KANNER BUFFER

Table with 11 columns: TREES, CODE, QTY, BOTANICAL NAME, COMMON NAME, CONTAINER, HEIGHT, WIDTH, NOTES, NATIVE, CALIPER. Includes plant codes like IE, PE, QV4, RO, SP, TC, TH, SHRUBS, CHR, CE2, CES, CAQ, DIT, GAG, HAC, IXY, JAT, MUH, MFR, MYY, PLI, ROL, SER, TF, TRD, TRF, GROUND COVERS, ILS, JUP.



Project Team: Client & Property Owner: KL Waterside... Land Planner / Landscape Architect: Lucido & Associates... Engineer: Osborn Engineering... Surveyor: GeoPoint Surveying, Inc... Traffic Engineer: Susan O'Rourke P.E... Environmental Consultant: EW Consultants

South Florida Gateway PUD Martin County, Florida

Plat Infrastructure Landscape Plan Littoral Data & Schedule

Table with 3 columns: Date, By, Description. Shows revision history from 5.05.2021 to 02.08.2022.

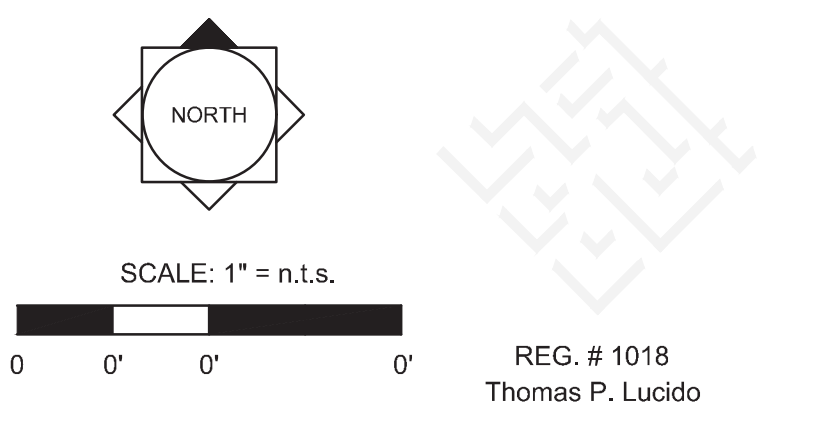
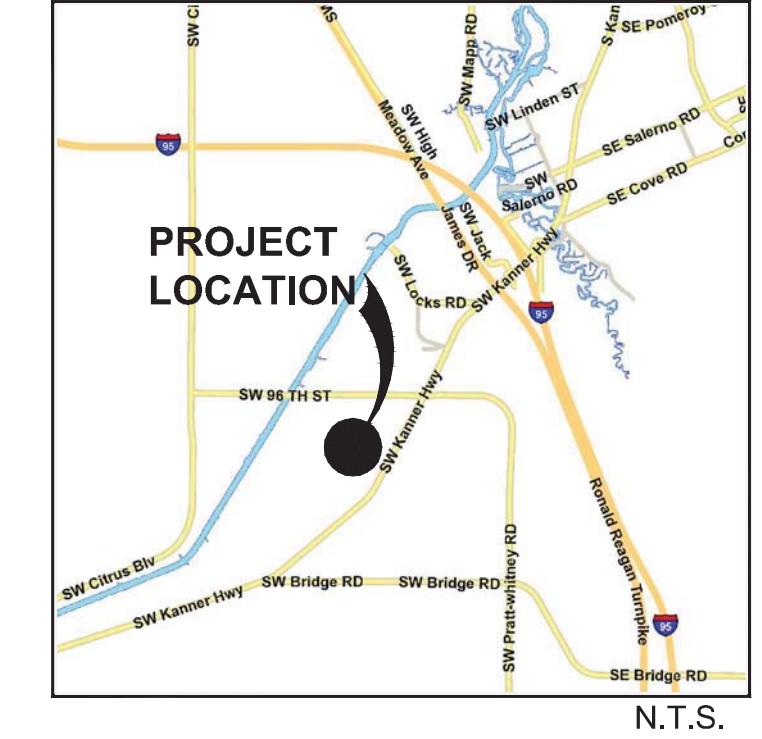


Table with 4 columns: Designer (BMW), Manager (MC), Project Number (21-100), Municipal Number (---), Computer File (South Florida Gateway - Landscape Plan.dwg). Includes sheet number LA-2 of 16.

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Drawing Name: J:\Projects Active\20-311 Waterside.KL Waterside.KL Florida Gateway - Landscape Plan.dwg

Key / Location:



Project Team:

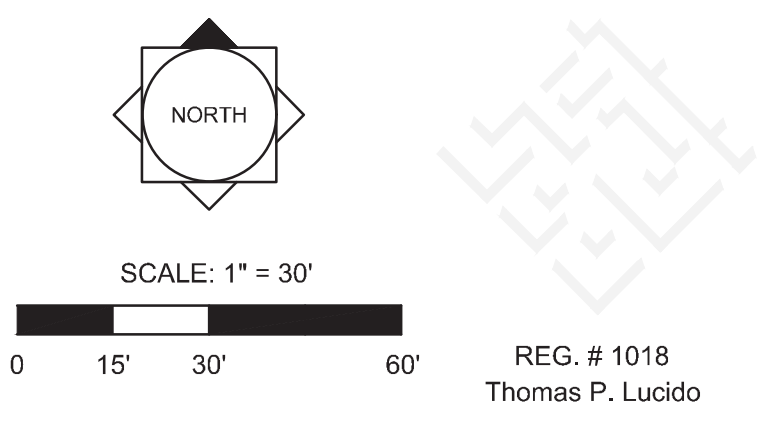
- Client & Property Owner:** KL Waterside, 701 S. Olive Avenue, Suite 104, West Palm Beach, Florida 33401
- Land Planner / Landscape Architect:** Lucido & Associates, 701 East Ocean Boulevard, Stuart, Florida 34994
- Engineer:** Osborn Engineering, 360 Central Ave., Suite 1150, St. Petersburg, Florida 33701
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- Traffic Engineer:** Susan O'Rourke P.E., 969 SE Federal Highway, Suite 402, Stuart, Florida 34994
- Environmental Consultant:** EW Consultants, 1000 SE Monterey Commons Blvd #208, Stuart, Florida 34996

## South Florida Gateway PUD

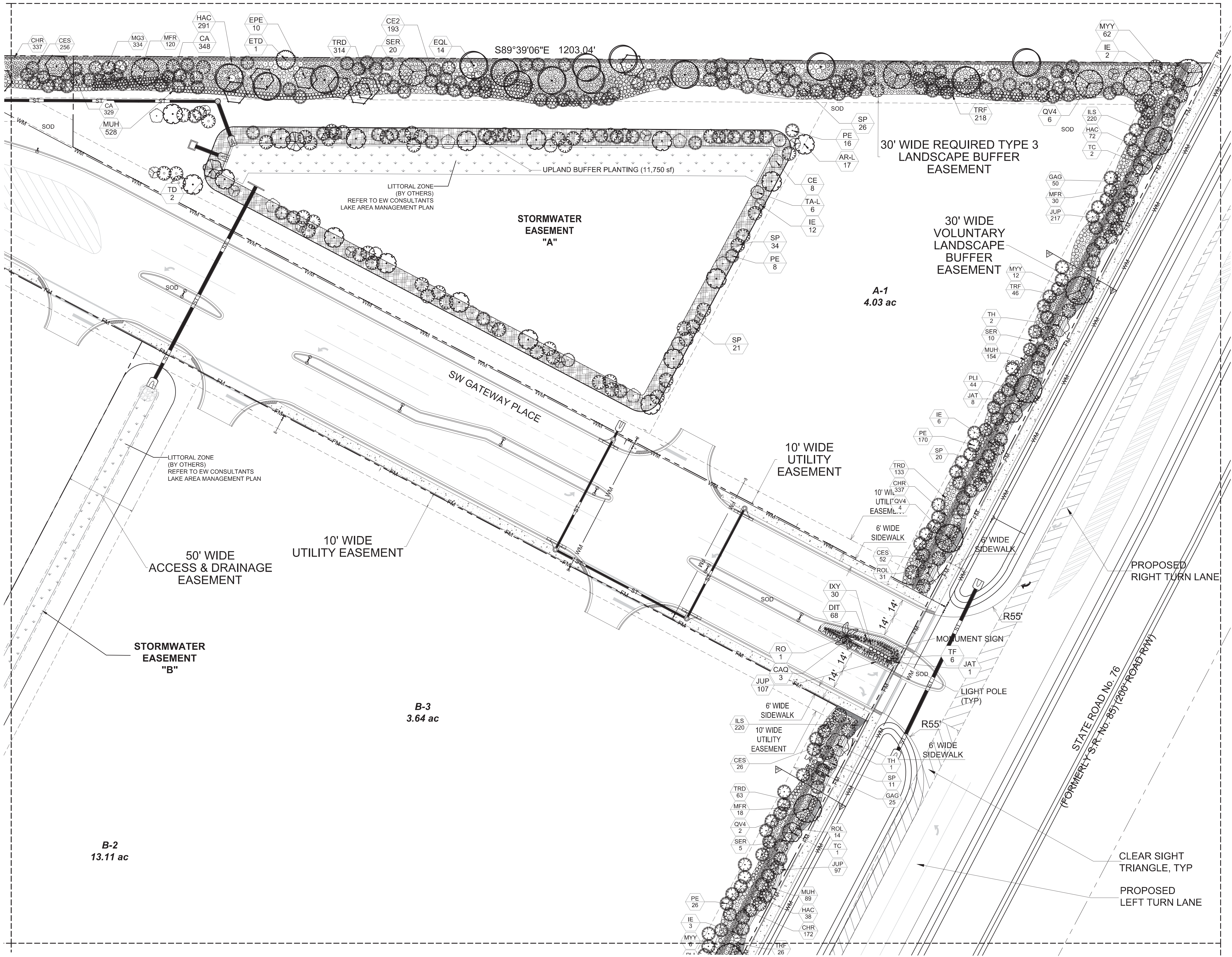
Martin County, Florida

### Plat Infrastructure Landscape Plan

Date	By	Description
5.05.2021	B.M.W.	Initial Submittal
7.01.2021	B.M.W.	Completeness Submittal
11.02.2021	B.M.W.	Revised per Comments
02.08.2022	K.V.	Revised per Comments




Designer: BMW Sheet  
Manager: MC  
Project Number: 21-100  
Municipal Number: ---  
Computer File: South Florida Gateway - Landscape Plan.dwg



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Key / Location:



N.T.S.

Project Team:


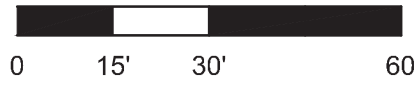
<b>Client &amp; Property Owner:</b>	KL Waterside 701 S. Olive Avenue, Suite 104 West Palm Beach, Florida 33401
<b>Land Planner / Landscape Architect:</b>	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
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## South Florida Gateway PUD

Martin County, Florida

### Plat Infrastructure Landscape Plan

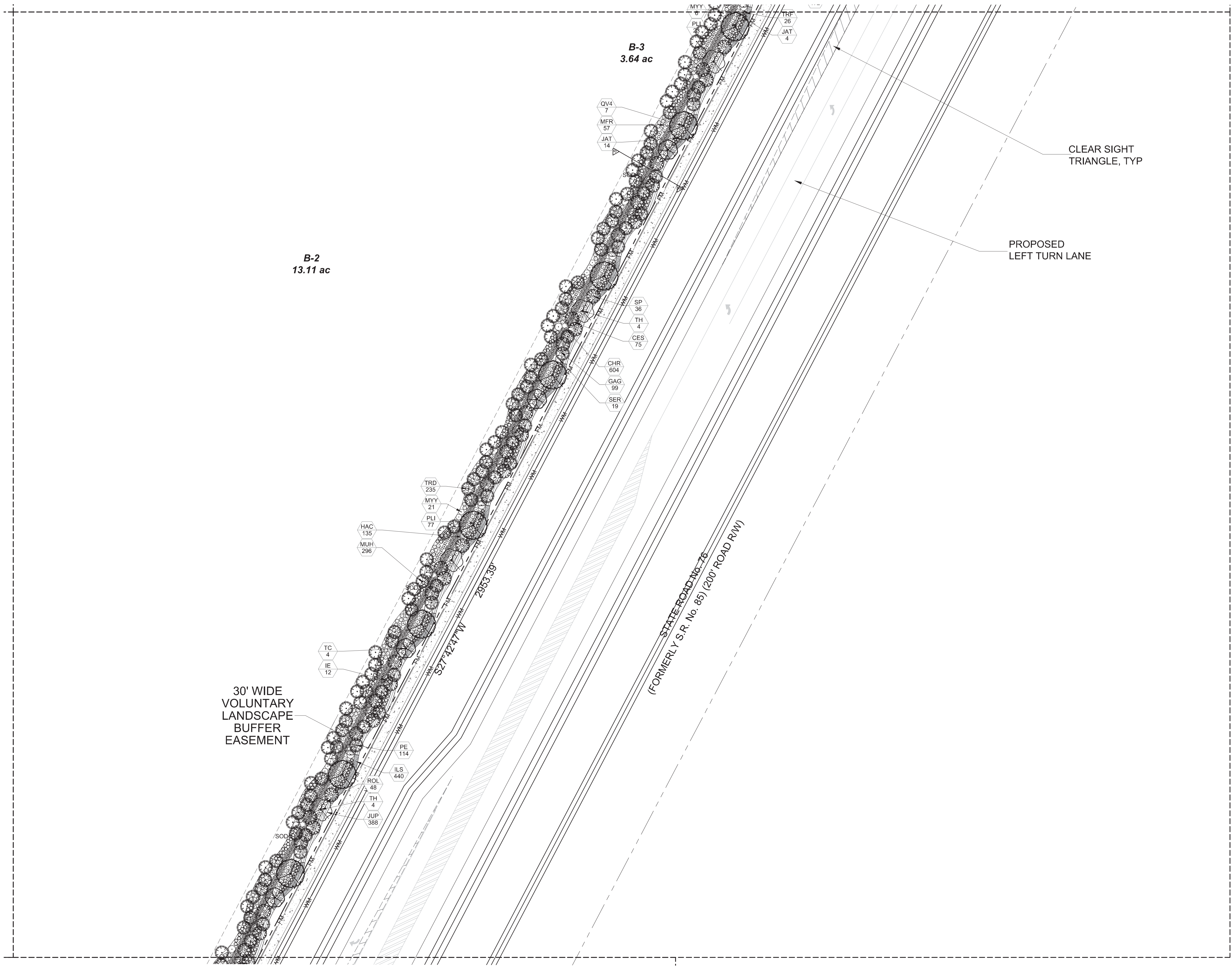
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 SCALE: 1" = 30'  


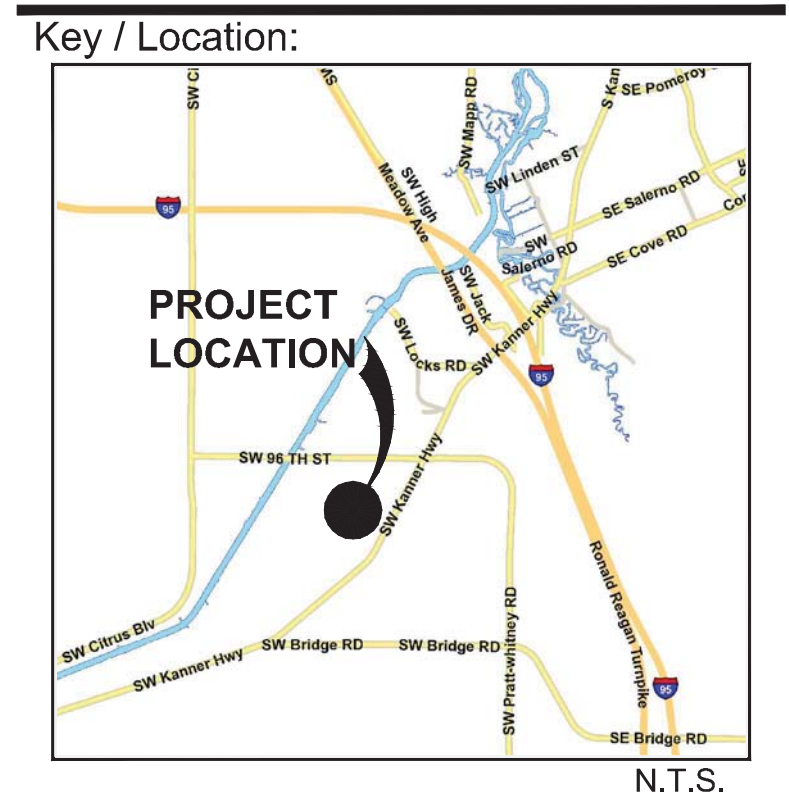
REG. # 1018  
Thomas P. Lucido

Designer	BMW	Sheet
Manager	MC	
Project Number	21-100	<b>LA-4 of 16</b>
Municipal Number	---	
Computer File	South Florida Gateway - Landscape Plan.dwg	

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Drawing Name: J:\Projects Active\20-311 Waterside\KL Waterside\20-311 Waterside\20-311 Waterside\20-311 Waterside Landscape Plan.dwg  
 Date: Feb 09, 2022 - 7:59am



**Project Team:**

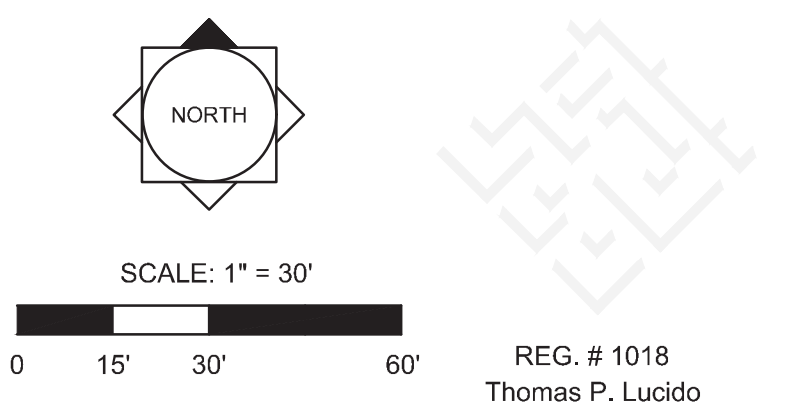
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<b>Environmental Consultant:</b>	EW Consultants 1000 SE Monterey Commons Blvd #208 Stuart, Florida 34996

## South Florida Gateway PUD

Martin County, Florida

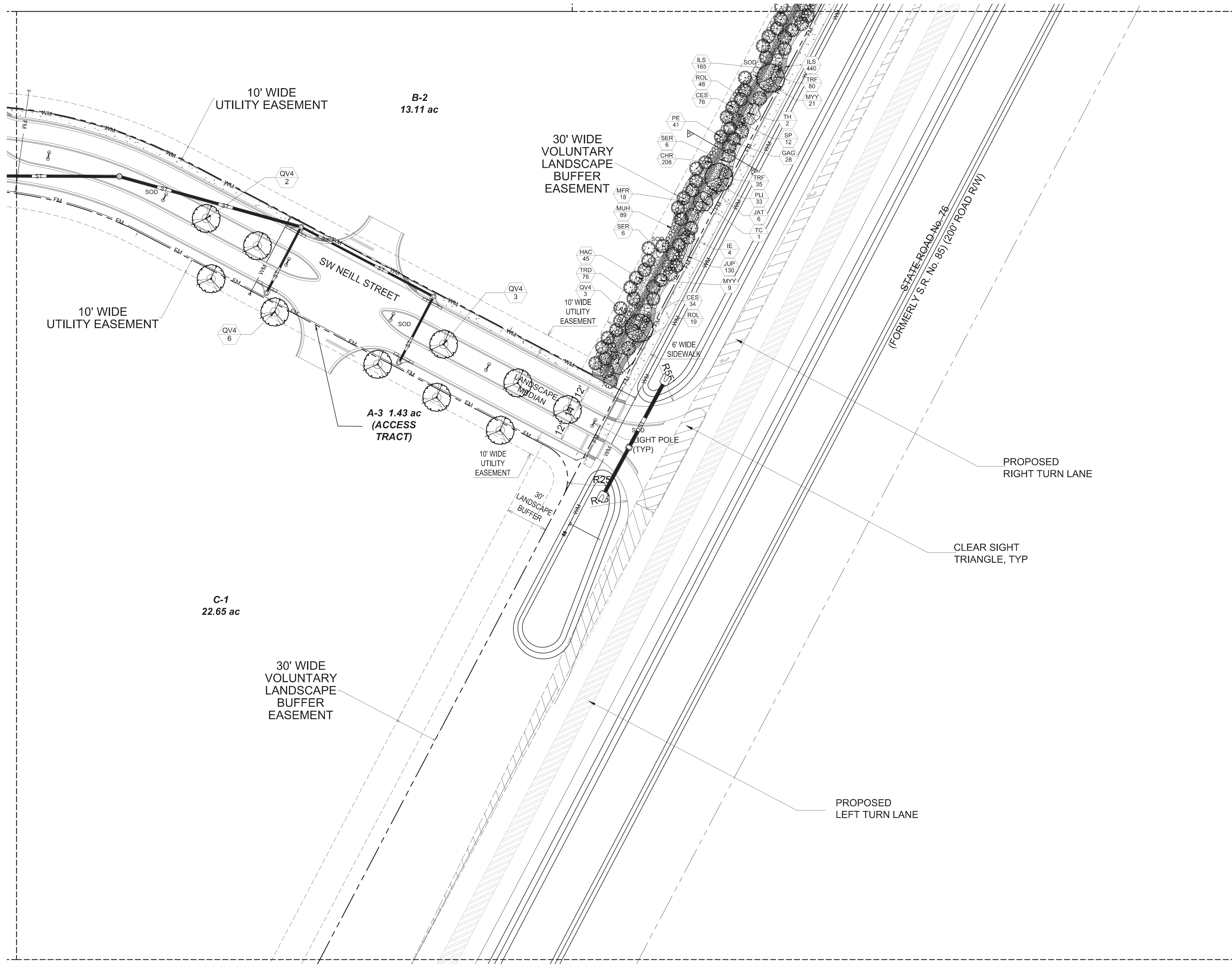
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Date	By	Description
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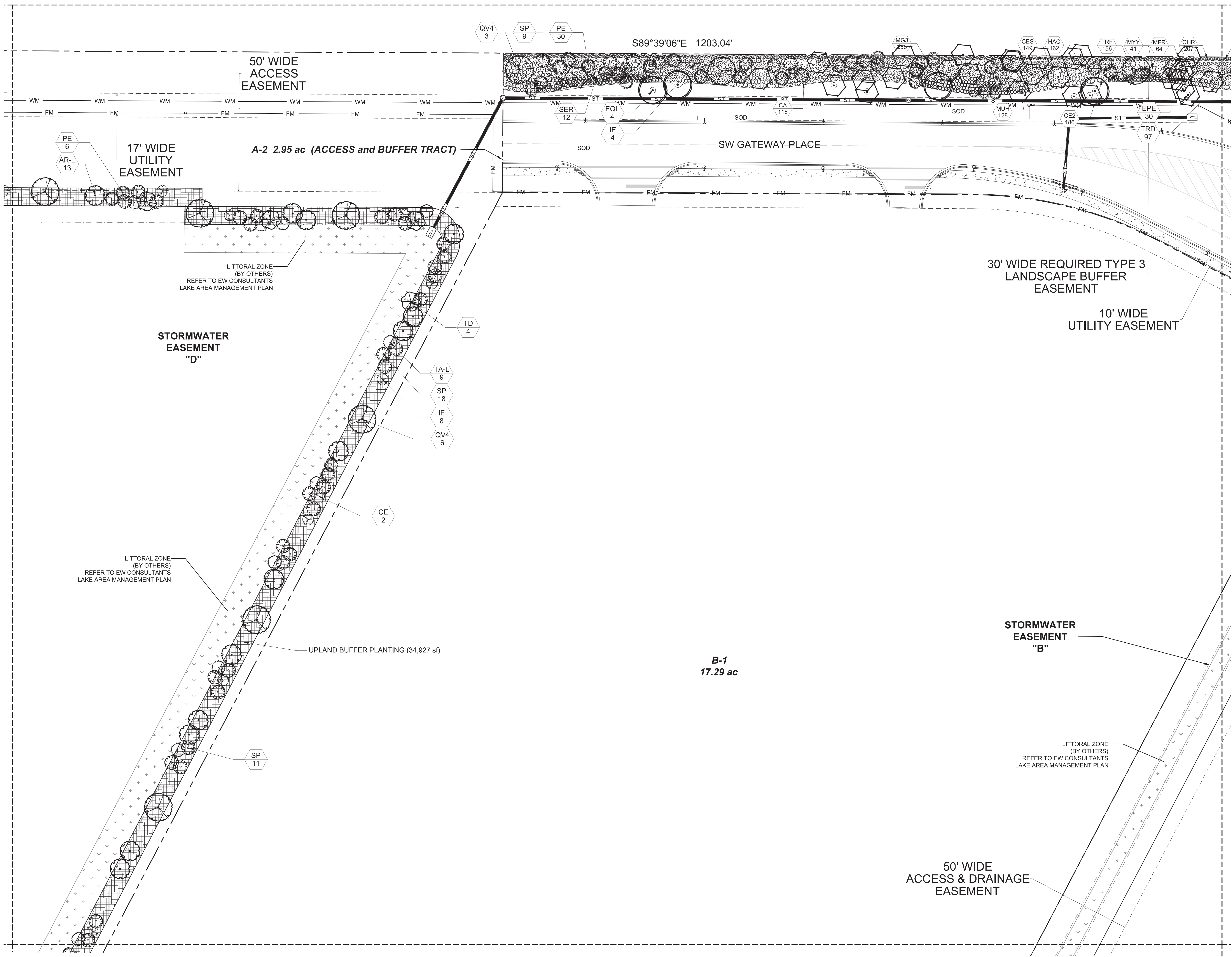


<b>Designer:</b>	BMW	Sheet
<b>Manager:</b>	MC	
<b>Project Number:</b>	21-100	<b>LA-5 of 16</b>
<b>Municipal Number:</b>	--	
<b>Computer File:</b>	South Florida Gateway - Landscape Plan.dwg	

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6/2 Drawing Name: J:\Projects Active\20--511 Waterside.KL Waterside.KL Florida Gateway - Landscape Plan.dwg



**Key / Location:**

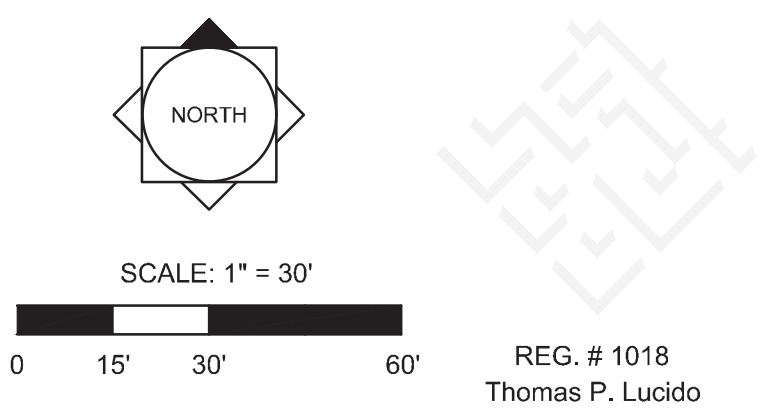
**PROJECT LOCATION**

N.T.S.

- Project Team:**
- Client & Property Owner:** KL Waterside, 701 S. Olive Avenue, Suite 104, West Palm Beach, Florida 33401
  - Land Planner / Landscape Architect:** Lucido & Associates, 701 East Ocean Boulevard, Stuart, Florida 34994
  - Engineer:** Osborn Engineering, 360 Central Ave., Suite 1150, St. Petersburg, Florida 33701
  - Surveyor:** GeoPoint Surveying, Inc., 4152 W. Blue Heron Blvd., Suite 105, Riviera Beach, Florida 33404
  - Traffic Engineer:** Susan O'Rourke P.E., 969 SE Federal Highway, Suite 402, Stuart, Florida 34994
  - Environmental Consultant:** EW Consultants, 1000 SE Monterey Commons Blvd #208, Stuart, Florida 34996

**South Florida Gateway PUD**  
 Martin County, Florida  
**Plat Infrastructure Landscape Plan**

Date	By	Description
5.05.2021	B.M.W.	Initial Submittal
7.01.2021	B.M.W.	Completeness Submittal
11.02.2021	B.M.W.	Revised per Comments
02.08.2022	K.V.	Revised per Comments

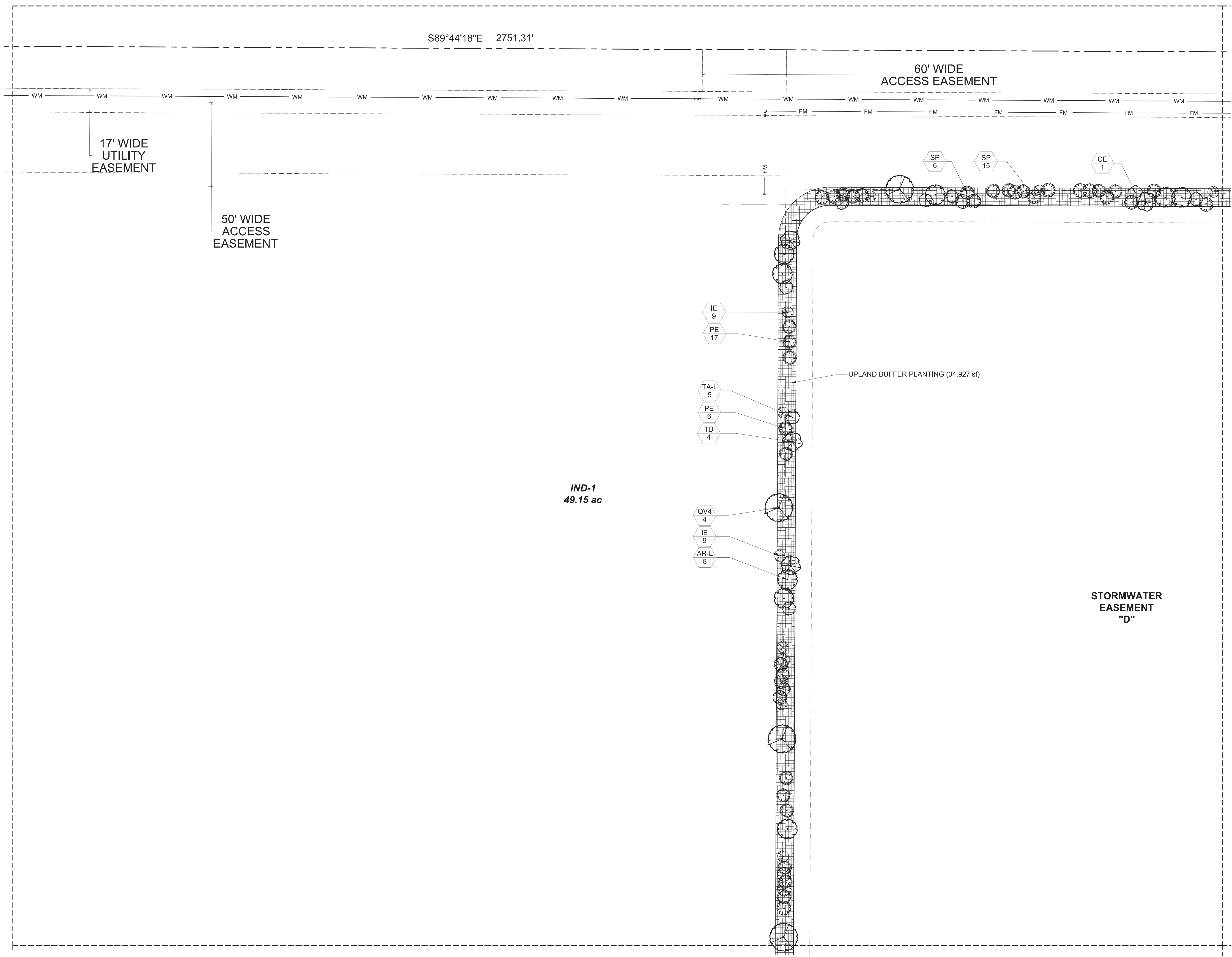


REG. # 1018  
 Thomas P. Lucido

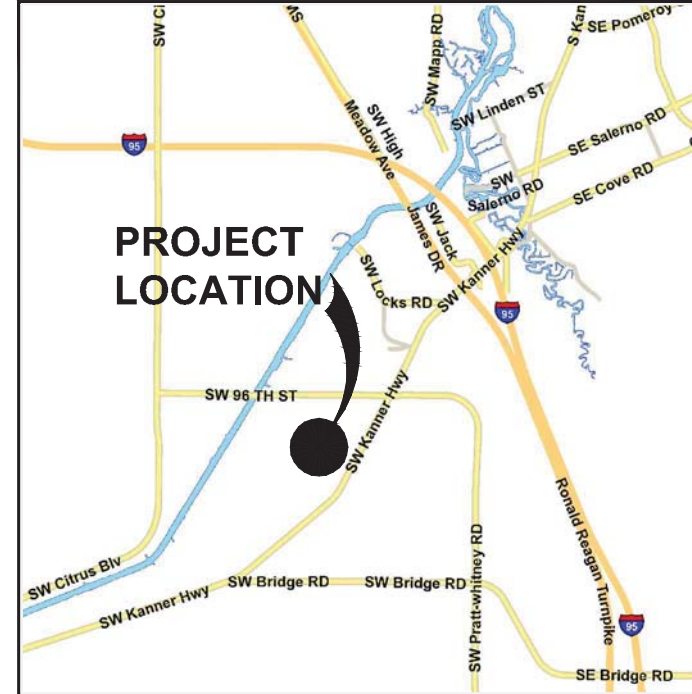
Designer: BMW Sheet  
 Manager: MC  
 Project Number: 21-100  
 Municipal Number: ---  
 Computer File: South Florida Gateway - Landscape Plan.dwg

Drawing Name: J:\Projects Active\20-511 Waterside.KL Waterside\20-511 Landscape\20-511 Landscape\20-511 Landscape Plan.dwg 20





**Key / Location:**



**PROJECT LOCATION**

N.T.S.

**Project Team:**


<b>Client &amp; Property Owner:</b>	KL Waterside 701 S. Olive Avenue, Suite 104 West Palm Beach, Florida 33401
<b>Land Planner / Landscape Architect:</b>	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
<b>Engineer:</b>	Osborn Engineering 360 Central Ave., Suite 1150 St. Petersburg, Florida 33701
<b>Surveyor:</b>	GeoPoint Surveying, Inc. 4152 W. Blue Heron Blvd., Suite 105 Riviera Beach, Florida 33404
<b>Traffic Engineer:</b>	Susan O'Rourke P.E. 969 SE Federal Highway, Suite 402 Stuart, Florida 34994
<b>Environmental Consultant:</b>	EW Consultants 1000 SE Monterey Commons Blvd #208 Stuart, Florida 34996

## South Florida Gateway PUD

Martin County, Florida

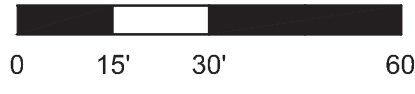
### Plat Infrastructure Landscape Plan

Date	By	Description
5.05.2021	B.M.W.	Initial Submittal
7.01.2021	B.M.W.	Completeness Submittal
11.02.2021	B.M.W.	Revised per Comments
02.08.2022	K.V.	Revised per Comments



NORTH

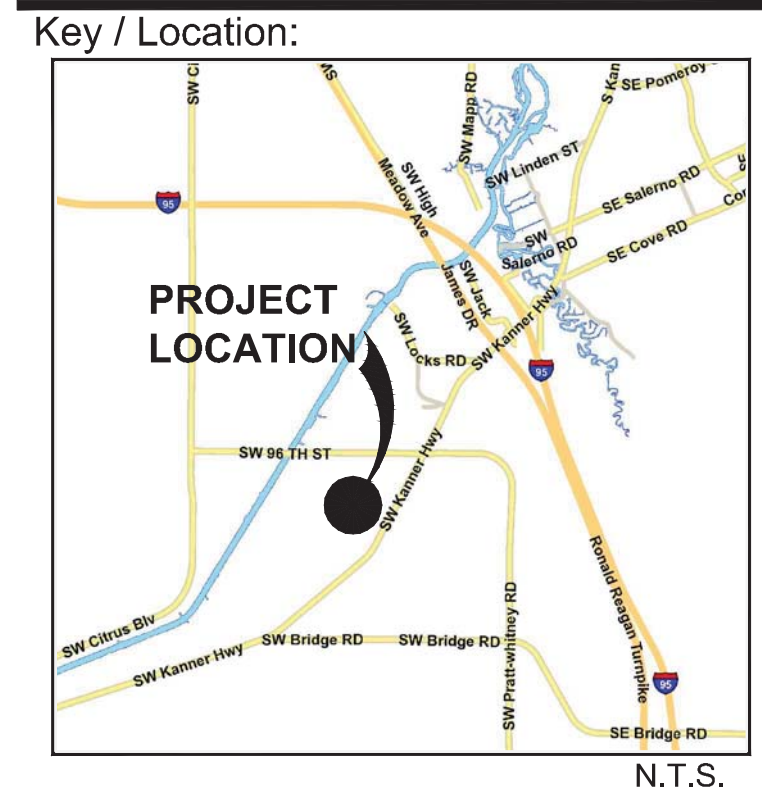
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REG. # 1018  
Thomas P. Lucido

Designer	BMW	Sheet
Manager	MC	
Project Number	21-100	<b>LA-7 of 16</b>
Municipal Number	--	
Computer File	South Florida Gateway - Landscape Plan.dwg	

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Project Team:

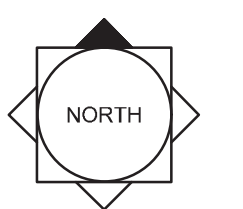
<b>Client &amp; Property Owner:</b>	KL Waterside 701 S. Olive Avenue, Suite 104 West Palm Beach, Florida 33401
<b>Land Planner / Landscape Architect:</b>	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
<b>Engineer:</b>	Osborn Engineering 360 Central Ave., Suite 1150 St. Petersburg, Florida 33701
<b>Surveyor:</b>	GeoPoint Surveying, Inc. 4152 W. Blue Heron Blvd., Suite 105 Riviera Beach, Florida 33404
<b>Traffic Engineer:</b>	Susan O'Rourke P.E. 969 SE Federal Highway, Suite 402 Stuart, Florida 34994
<b>Environmental Consultant:</b>	EW Consultants 1000 SE Monterey Commons Blvd #208 Stuart, Florida 34996

## South Florida Gateway PUD


Martin County, Florida

### Plat Infrastructure Landscape Plan

Date	By	Description
5.05.2021	B.M.W.	Initial Submittal
7.01.2021	B.M.W.	Completeness Submittal
11.02.2021	B.M.W.	Revised per Comments
02.08.2022	K.V.	Revised per Comments



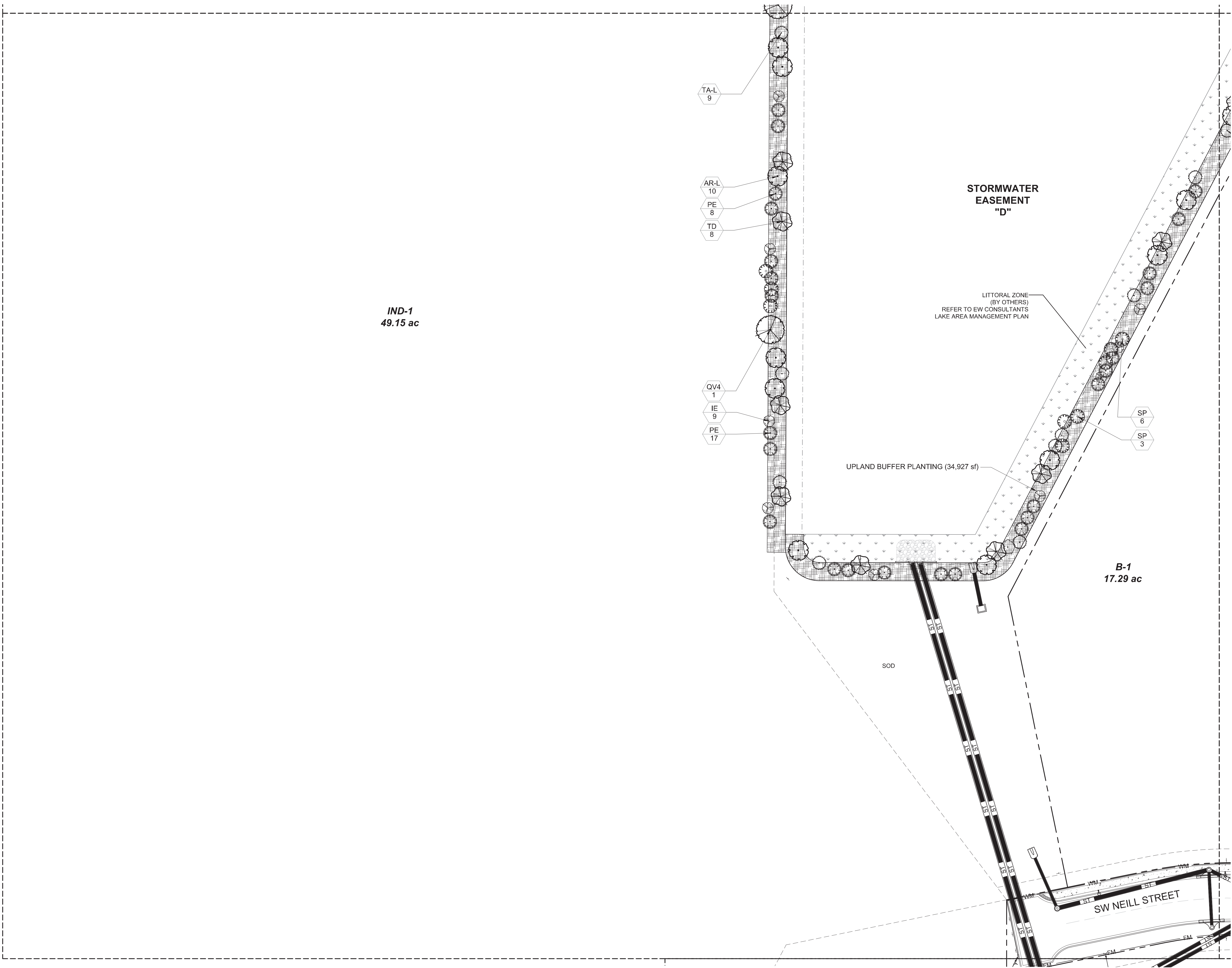
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REG. # 1018  
Thomas P. Lucido

Designer	BMW	Sheet
Manager	MC	
Project Number	21-100	<b>LA-8 of 16</b>
Municipal Number	---	
Computer File	South Florida Gateway - Landscape Plan.dwg	

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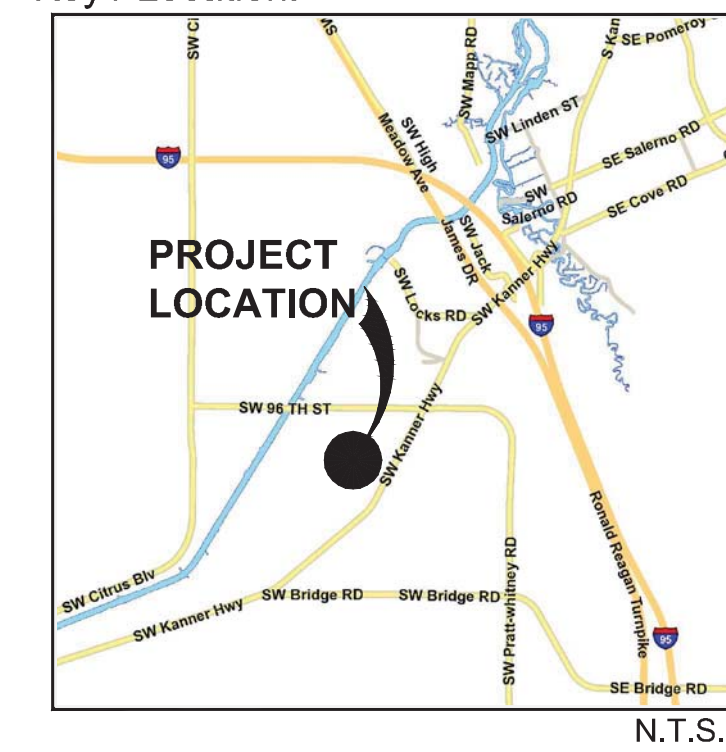




lucido & associates

701 SE Ocean Blvd., Stuart, Florida 34994 (772) 225-2100, Fax (772) 223-0220

Key / Location:



Project Team:

- Client & Property Owner:** KL Waterside  
701 S. Olive Avenue, Suite 104  
West Palm Beach, Florida 33401
- Land Planner / Landscape Architect:** Lucido & Associates  
701 East Ocean Boulevard  
Stuart, Florida 34994
- Engineer:** Osborn Engineering  
360 Central Ave., Suite 1150  
St. Petersburg, Florida 33701
- Surveyor:** GeoPoint Surveying, Inc.  
4152 W. Blue Heron Blvd., Suite 105  
Riviera Beach, Florida 33404
- Traffic Engineer:** Susan O'Rourke P.E.  
969 SE Federal Highway, Suite 402  
Stuart, Florida 34994
- Environmental Consultant:** EW Consultants  
1080 SE Monterey Commons Blvd #208  
Stuart, Florida 34996

## South Florida Gateway PUD

Martin County, Florida

### Plat Infrastructure Landscape Plan

Date	By	Description
5.05.2021	B.M.W.	Initial Submittal
7.01.2021	B.M.W.	Completeness Submittal
11.02.2021	B.M.W.	Revised per Comments
02.08.2022	K.V.	Revised per Comments

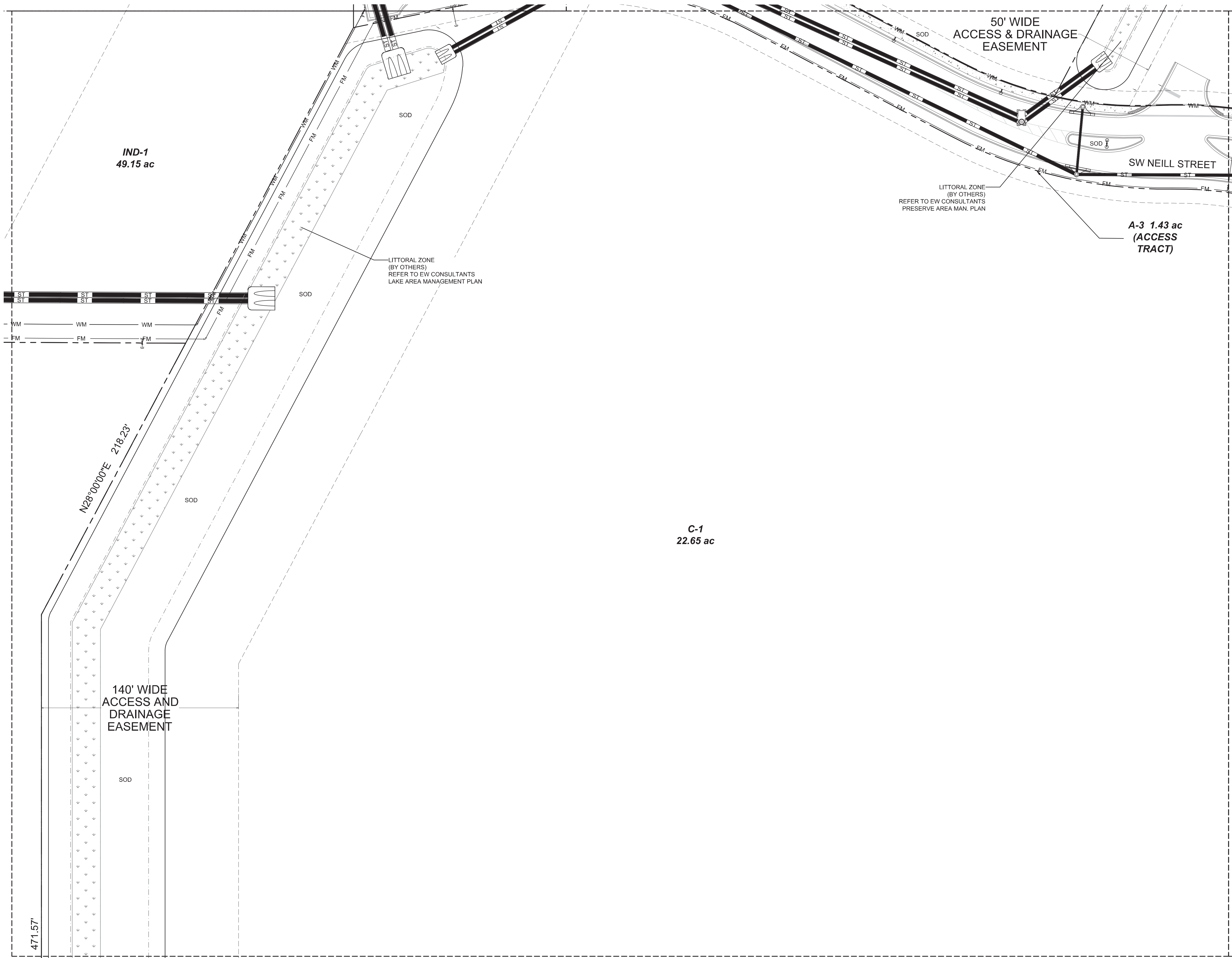


SCALE: 1" = 30'

0 15' 30' 60' REG. # 1018  
Thomas P. Lucido

Designer BMW Sheet  
Manager MC  
Project Number 21-100 **LA-10 of 16**  
Municipal Number --  
Computer File South Florida Gateway - Landscape Plan.dwg

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Drawing Name: J:\Projects Active\20-311 Waterside.KL Waterside\20-311 Waterside.KL Waterside\20-311 Waterside Landscape Plan.dwg 284

Key / Location:

N.T.S.

Project Team:

Client & Property Owner:	KL Waterside 701 S. Olive Avenue, Suite 104 West Palm Beach, Florida 33401
Land Planner / Landscape Architect:	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
Engineer:	Osborn Engineering 360 Central Ave., Suite 1150 St. Petersburg, Florida 33701
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Environmental Consultant:	EW Consultants 1000 SE Monterey Commons Blvd #208 Stuart, Florida 34996

### South Florida Gateway PUD

Martin County, Florida

### Plat Infrastructure Landscape Plan

Date	By	Description
5.05.2021	B.M.W.	Initial Submittal
7.01.2021	B.M.W.	Completeness Submittal
11.02.2021	B.M.W.	Revised per Comments
02.08.2022	K.V.	Revised per Comments

NORTH

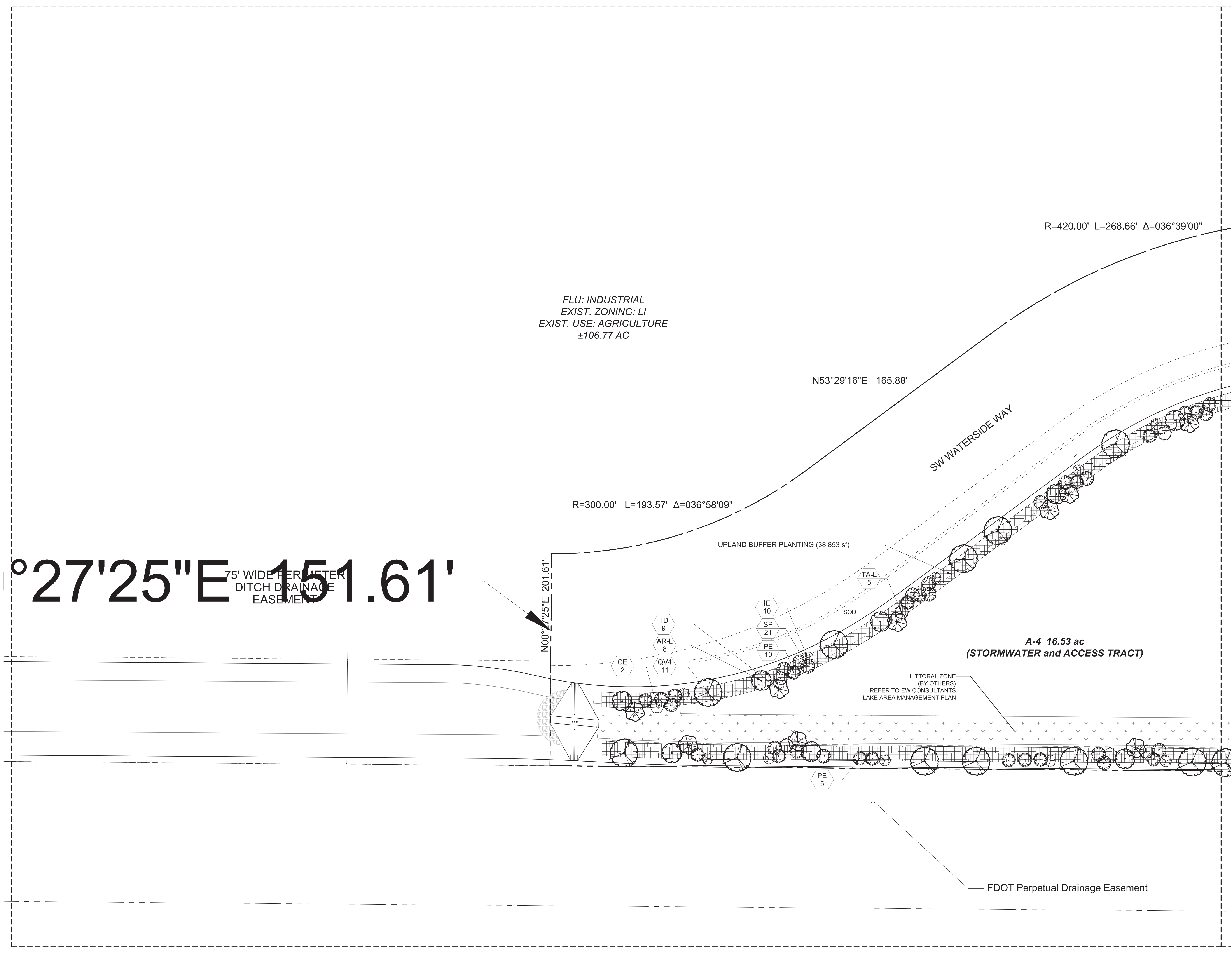
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REG. # 1018  
Thomas P. Lucido

Designer	BMW	Sheet
Manager	MC	
Project Number	21-100	<b>LA-11 of 16</b>
Municipal Number	--	
Computer File	South Florida Gateway - Landscape Plan.dwg	

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Drawing Name: J:\Projects Active\20--J11 Waterside\KL Waterside\20--J11 Waterside\20--J11 Waterside\20--J11 Waterside Landscape Plan.dwg 285



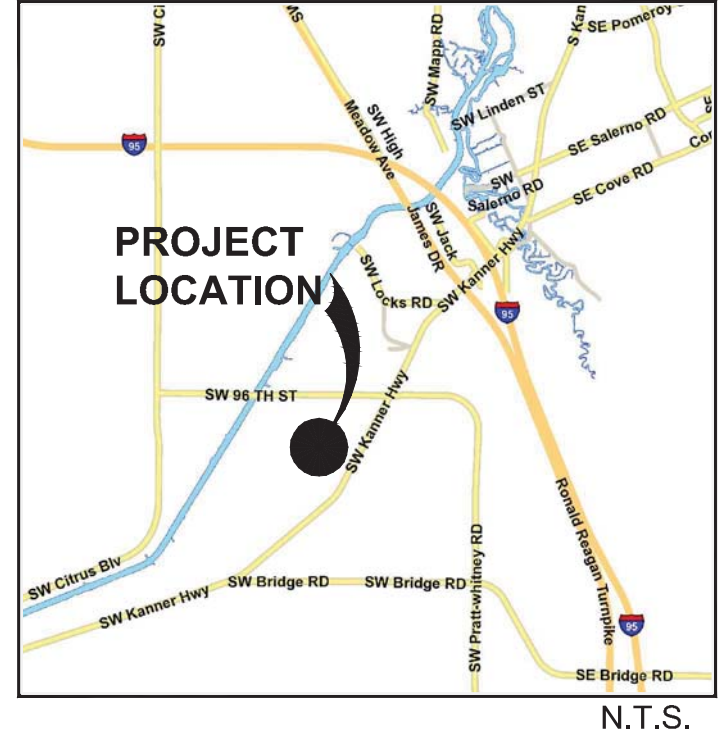
FLU: INDUSTRIAL  
EXIST. ZONING: LI  
EXIST. USE: AGRICULTURE  
±106.77 AC

SOD  
140' WIDE  
ACCESS AND  
DRAINAGE  
EASEMENT

LITTORAL ZONE  
(BY OTHERS)  
REFER TO EW CONSULTANTS  
LAKE AREA MANAGEMENT PLAN

S89°51'44"E 633.72'

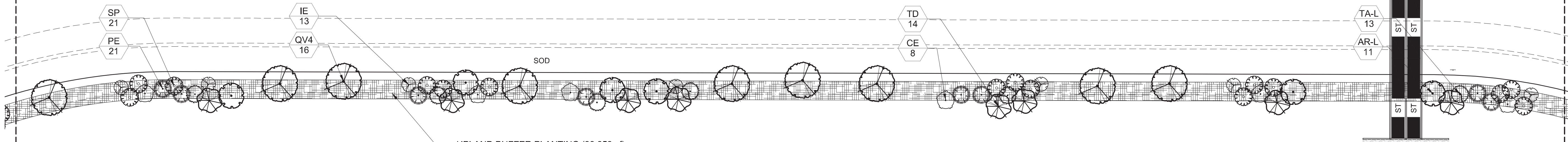
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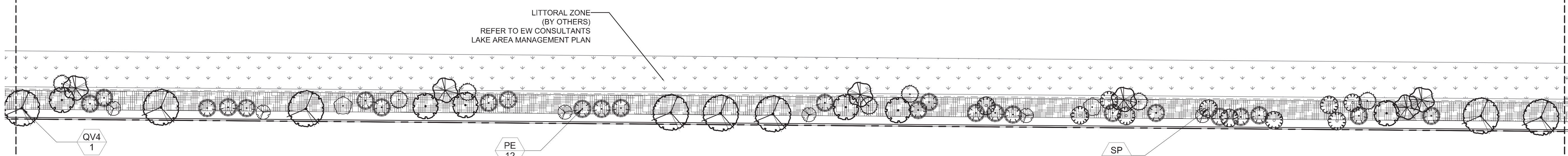
Project Team:

- Client & Property Owner:** KL Waterside, 701 S. Olive Avenue, Suite 104, West Palm Beach, Florida 33401
- Land Planner / Landscape Architect:** Lucido & Associates, 701 East Ocean Boulevard, Stuart, Florida 34994
- Engineer:** Osborn Engineering, 360 Central Ave., Suite 1150, St. Petersburg, Florida 33701
- Surveyor:** GeoPoint Surveying, Inc., 4152 W. Blue Heron Blvd., Suite 105, Riviera Beach, Florida 33404
- Traffic Engineer:** Susan O'Rourke P.E., 969 SE Federal Highway, Suite 402, Stuart, Florida 34994
- Environmental Consultant:** EW Consultants, 1000 SE Monterey Commons Blvd #208, Stuart, Florida 34996

SW WATERSIDE WAY



A-4 16.53 ac  
(STORMWATER and ACCESS TRACT)



N89°32'35"W 1,898.50'

FDOT Perpetual Drainage Easement

# South Florida Gateway PUD

Martin County, Florida

## Plat Infrastructure Landscape Plan

Date	By	Description
5.05.2021	B.M.W.	Initial Submittal
7.01.2021	B.M.W.	Completeness Submittal
11.02.2021	B.M.W.	Revised per Comments
02.08.2022	K.V.	Revised per Comments



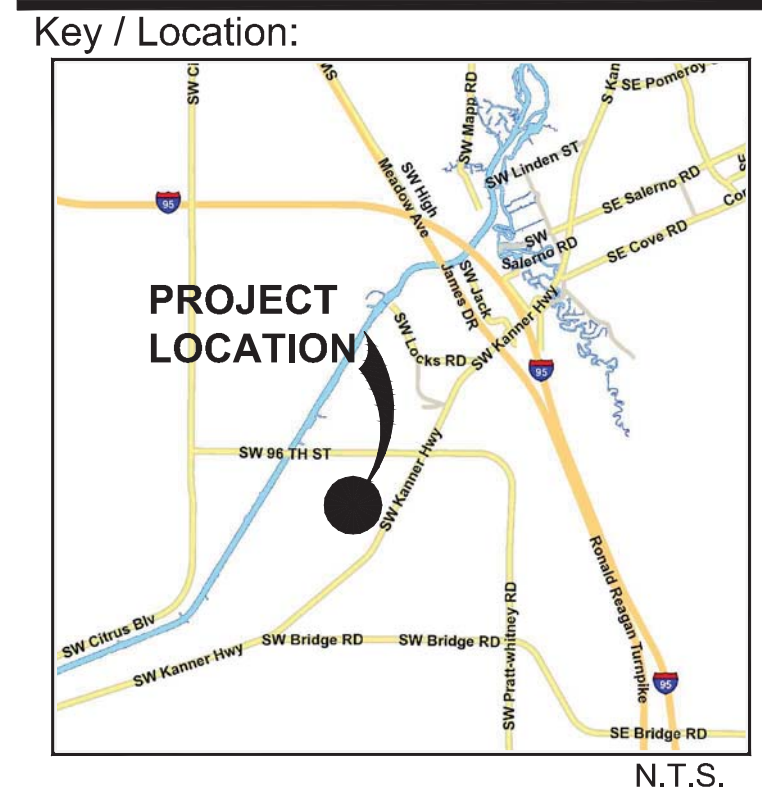
SCALE: 1" = 30'  
0 15' 30' 60'

REG. # 1018  
Thomas P. Lucido

Designer	BMW	Sheet
Manager	MC	
Project Number	21-100	<b>LA-12 of 16</b>
Municipal Number	---	
Computer File	South Florida Gateway - Landscape Plan.dwg	

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Drawing Name: J:\Projects Active\20-311 Waterside\KL Waterside\Landscape\Feb 09, 2022 - 7:59am South Florida Gateway - Landscape Plan.dwg 286



Project Team:

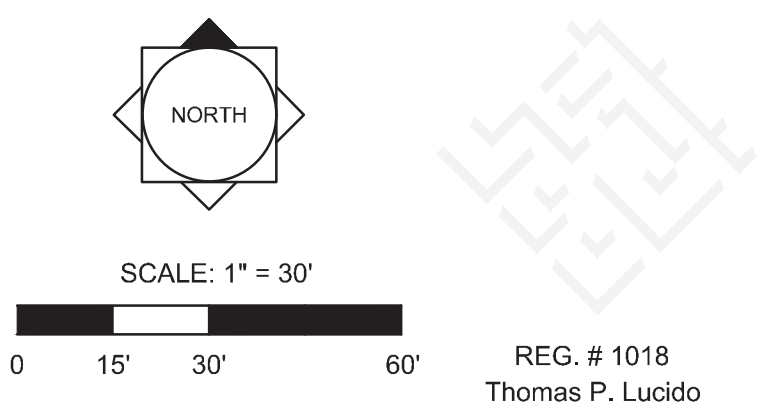
<b>Client &amp; Property Owner:</b>	KL Waterside 701 S. Olive Avenue, Suite 104 West Palm Beach, Florida 33401
<b>Land Planner / Landscape Architect:</b>	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
<b>Engineer:</b>	Osborn Engineering 360 Central Ave., Suite 1150 St. Petersburg, Florida 33701
<b>Surveyor:</b>	GeoPoint Surveying, Inc. 4152 W. Blue Heron Blvd., Suite 105 Riviera Beach, Florida 33404
<b>Traffic Engineer:</b>	Susan O'Rourke P.E. 969 SE Federal Highway, Suite 402 Stuart, Florida 34994
<b>Environmental Consultant:</b>	EW Consultants 1000 SE Monterey Commons Blvd #208 Stuart, Florida 34996

## South Florida Gateway PUD

Martin County, Florida

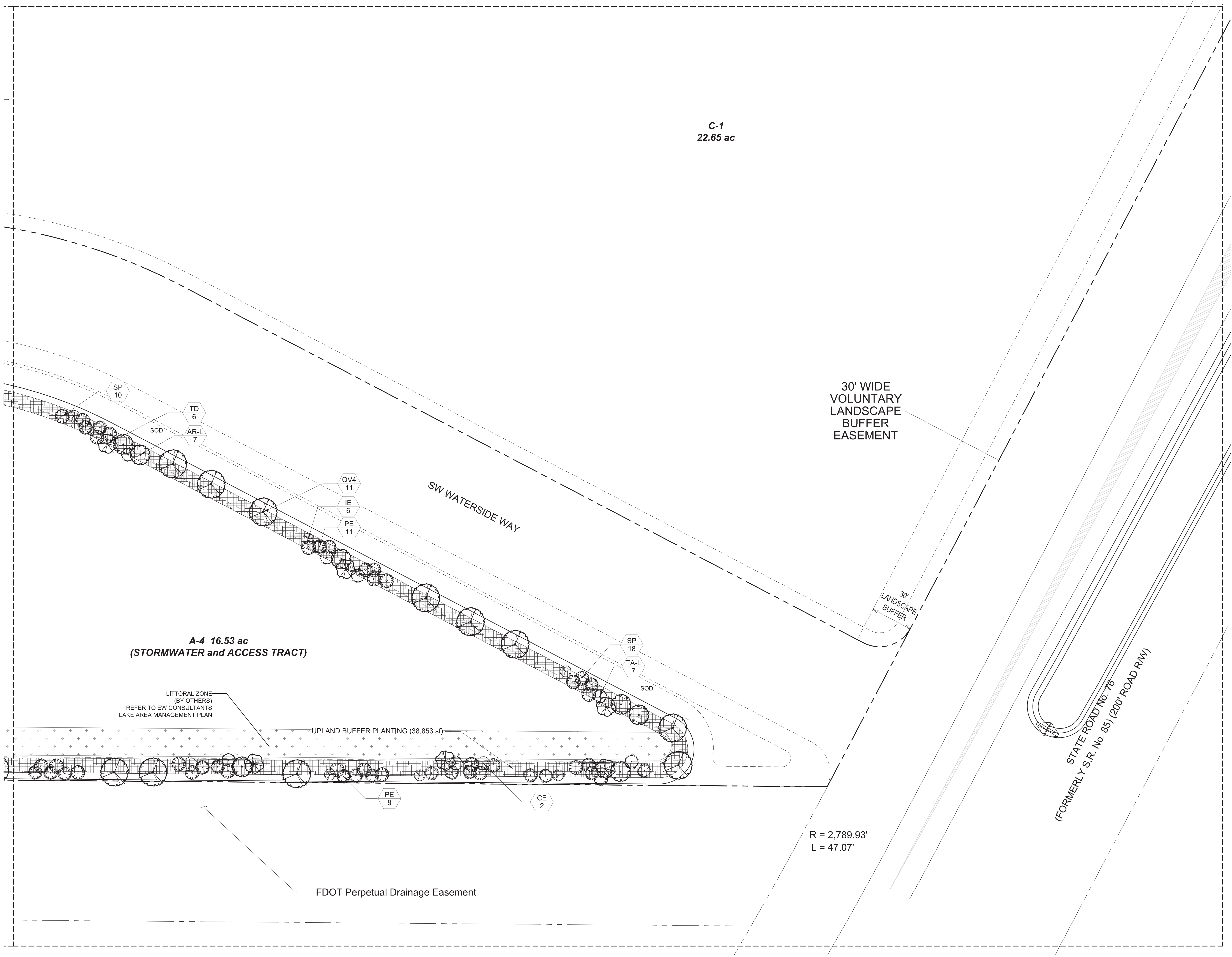
### Plat Infrastructure Landscape Plan

Date	By	Description
5.05.2021	B.M.W.	Initial Submittal
7.01.2021	B.M.W.	Completeness Submittal
11.02.2021	B.M.W.	Revised per Comments
02.08.2022	K.V.	Revised per Comments



Designer	BMW	Sheet
Manager	MC	
Project Number	21-100	<b>LA-13 of 16</b>
Municipal Number	---	
Computer File	South Florida Gateway - Landscape Plan.dwg	

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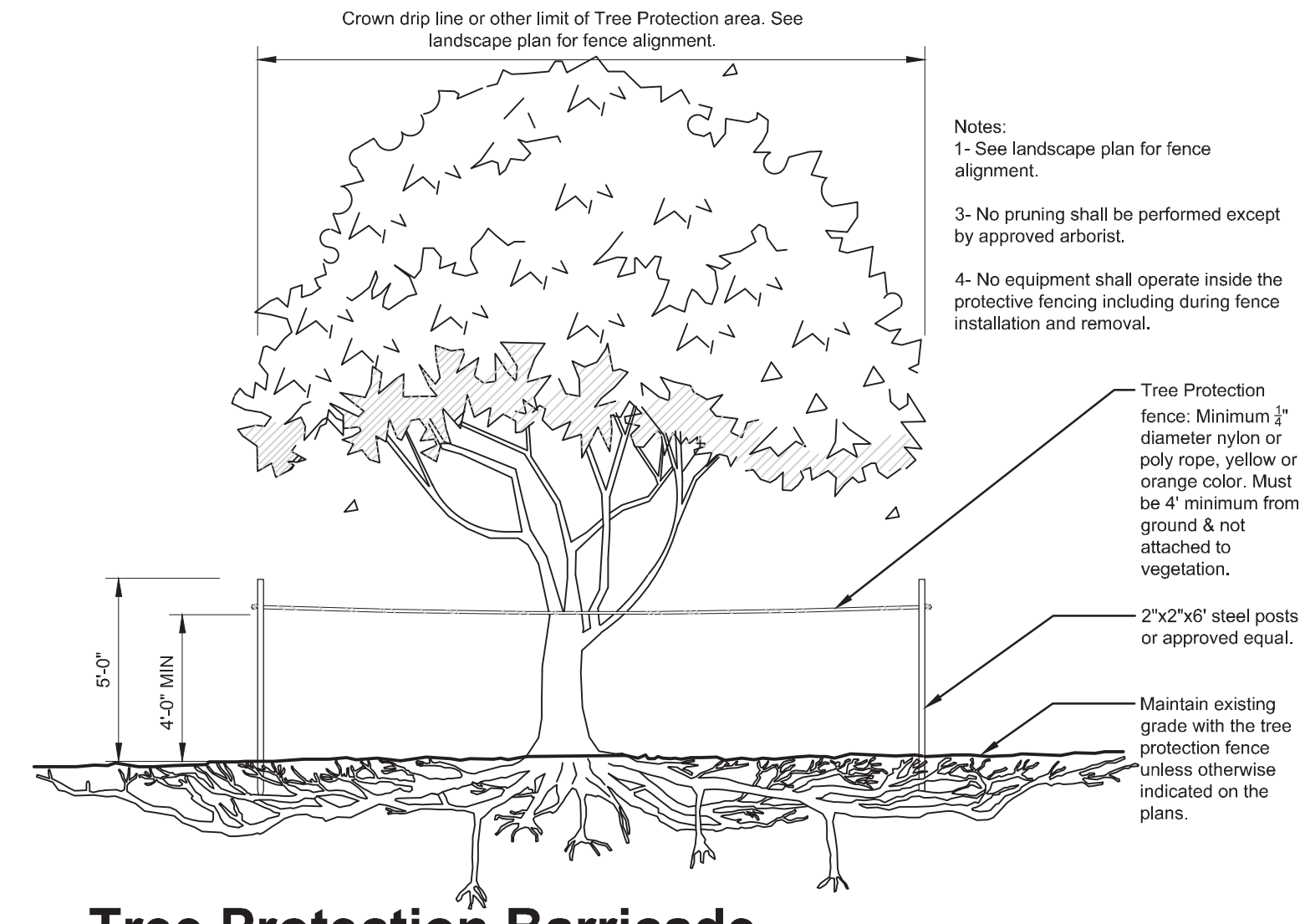
Drawing Name: J:\Projects Active\20--J11 Waterside\KL Waterside\20--J11 Waterside\Landscape\Feb 09, 2022 - 8:00am South Florida Gateway - Landscape Plan.dwg

Existing Trees:

Tree #	Species	Common Name	DBH (in.)	Remain (Preserve Credits)	Remove (Replacement Credits)	Tree #	Species	Common Name	DBH (in.)	Remain (Preserve Credits)	Remove (Replacement Credits)
451	Quercus laurifolia	Laurel Oak	13	3		485	Pinus elliottii	Slash Pine	15	3	
452	Quercus laurifolia	Laurel Oak	15		4	486	Pinus elliottii	Slash Pine	10.5	2	
453	Quercus laurifolia	Laurel Oak	21	4		487	Pinus elliottii	Slash Pine	16	3	
454	Quercus laurifolia	Laurel Oak	19.5	4		488	Pinus elliottii	Slash Pine	12	2	
455	Pinus elliottii	Slash Pine	17	3		489	Pinus elliottii	Slash Pine	15	3	
456	Quercus laurifolia	Laurel Oak	41		14	490	Pinus elliottii	Slash Pine	9	2	
457	Quercus laurifolia	Laurel Oak	11	2		491	Pinus elliottii	Slash Pine	8	2	
458	Pinus elliottii	Slash Pine	18	3		492	Quercus laurifolia	Laurel Oak	5	1	
459	Quercus laurifolia	Laurel Oak	7	2		493	Pinus elliottii	Slash Pine	131	8	
460	Quercus laurifolia	Laurel Oak	17	3		494	Pinus elliottii	Slash Pine	16	3	
461	Quercus laurifolia	Laurel Oak	15	3		495	Pinus elliottii	Slash Pine	8	2	
462	Quercus laurifolia	Laurel Oak	15	3		496	Pinus elliottii	Slash Pine	14	3	
463	Quercus laurifolia	Laurel Oak	8	2		497	Pinus elliottii	Slash Pine	14		4
464	Quercus laurifolia	Laurel Oak	12.5	2		498	Pinus elliottii	Slash Pine	13	3	
465	Quercus laurifolia	Laurel Oak	12	2		499	Pinus elliottii	Slash Pine	14	3	
466	Pinus elliottii	Slash Pine	15		4	514	Pinus elliottii	Slash Pine	12	2	
467	Quercus laurifolia	Laurel Oak	26		6	568	Quercus laurifolia	Laurel Oak	18		4
468	Quercus laurifolia	Laurel Oak	20		5	574	Pinus elliottii	Slash Pine	13	3	
469	Pinus elliottii	Slash Pine	17.5	3		575	Pinus elliottii	Slash Pine	9	2	
470	Pinus elliottii	Slash Pine	11	2		587	Pinus elliottii	Slash Pine	9	2	
471	Pinus elliottii	Slash Pine	25	5		588	Pinus elliottii	Slash Pine	18	3	
472	Quercus laurifolia	Laurel Oak	8		3	589	Quercus laurifolia	Laurel Oak	7	2	
473	Quercus laurifolia	Laurel Oak	7	2		605	Pinus elliottii	Slash Pine	8	2	
474	Taxodium distichum	Bald Cypress	12	2		617	Pinus elliottii	Slash Pine	14	3	
475	Pinus elliottii	Slash Pine	21	4		660	Pinus elliottii	Slash Pine	11	2	
477	Pinus elliottii	Slash Pine	17.5	3		661	Pinus elliottii	Slash Pine	16	3	
477A	Quercus laurifolia	Laurel Oak	22	4		674	Pinus elliottii	Slash Pine	14		4
478	Quercus laurifolia	Laurel Oak	5	1		675	Pinus elliottii	Slash Pine	16	3	
479	Pinus elliottii	Slash Pine	23	4		676	Pinus elliottii	Slash Pine	14	3	
480	Quercus laurifolia	Laurel Oak	27		6	677	Pinus elliottii	Slash Pine	11		3
481	Pinus elliottii	Slash Pine	8.5	2		678	Pinus elliottii	Slash Pine	14	3	
482	Pinus elliottii	Slash Pine	12	2		679	Pinus elliottii	Slash Pine	15		4
483	Pinus elliottii	Slash Pine	10	2		680	Pinus elliottii	Slash Pine	10	2	
484	Pinus elliottii	Slash Pine	13	3		681	Quercus laurifolia	Laurel Oak	9		3
						682	Quercus laurifolia	Laurel Oak	11	2	
						683	Quercus laurifolia	Laurel Oak	13	3	
						684	Pinus elliottii	Slash Pine	18	3	
						685	Quercus laurifolia	Laurel Oak	17		4
									158		68

Tree Preservation Data:

Total DBH Inches To Be Preserved:	890"
Credits for Preserved Trees:	158 Credits
Total DBH Inches Removed:	250"
Credits for Removed Trees:	68 Credits
Total Replacement Credits Required:	0 Credits
Total Credits Applied to Landscape:	90 Credits

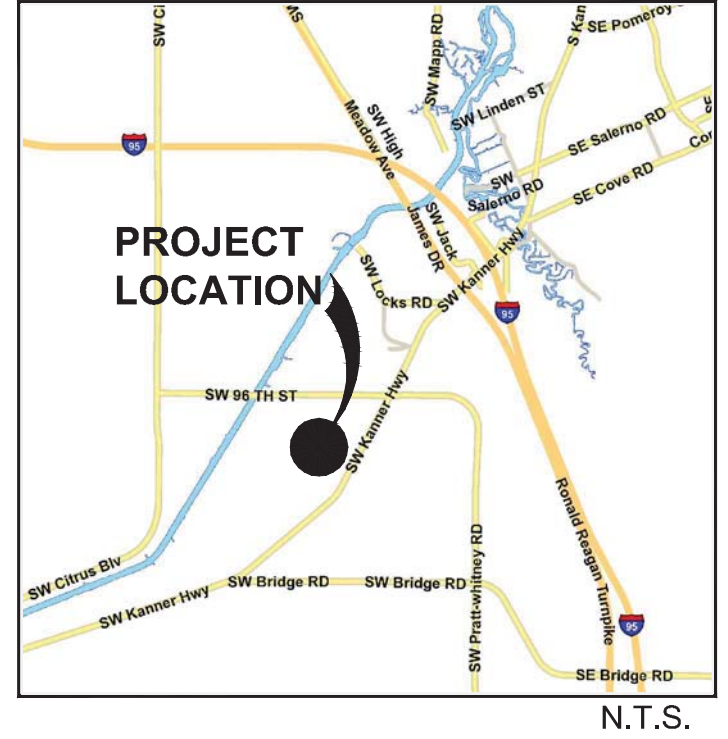


Tree Protection Barricade

SCALE: NOT TO SCALE

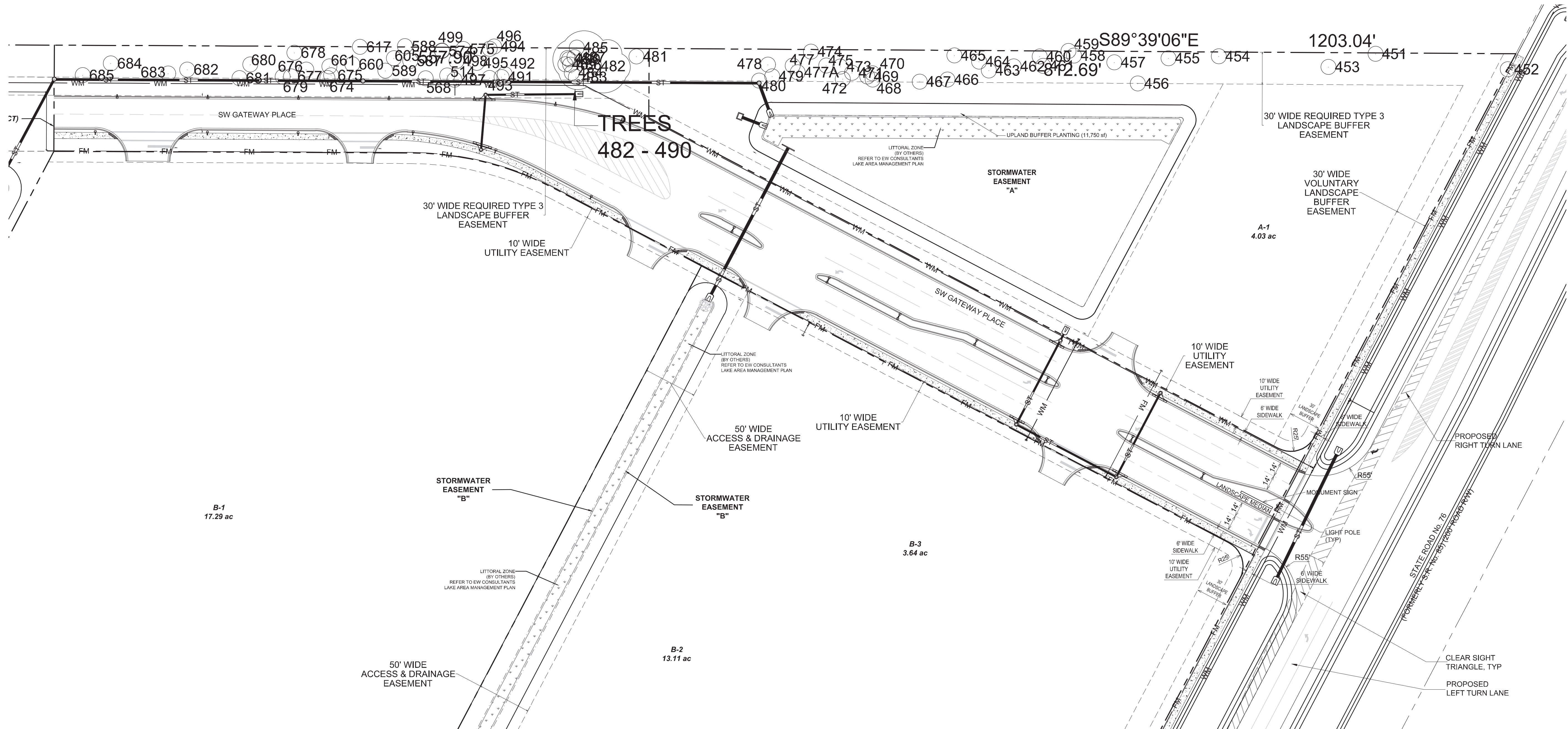


Key / Location:



Project Team:

<b>Client &amp; Property Owner:</b>	KL Waterside 701 S. Olive Avenue, Suite 104 West Palm Beach, Florida 33401
<b>Land Planner / Landscape Architect:</b>	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
<b>Engineer:</b>	Osborn Engineering 360 Central Ave., Suite 1150 St. Petersburg, Florida 33701
<b>Surveyor:</b>	GeoPoint Surveying, Inc. 4152 W. Blue Heron Blvd., Suite 105 Riviera Beach, Florida 33404
<b>Traffic Engineer:</b>	Susan O'Rourke P.E. 969 SE Federal Highway, Suite 402 Stuart, Florida 34994
<b>Environmental Consultant:</b>	EW Consultants 1080 SE Monterey Commons Blvd #208 Stuart, Florida 34996

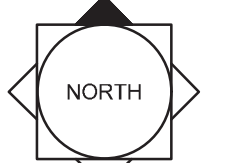


South Florida Gateway PUD

Martin County, Florida

Plat Infrastructure Landscape Plan Tree Disposition

Date	By	Description
5.05.2021	B.M.W.	Initial Submittal
7.01.2021	B.M.W.	Completeness Submittal
11.02.2021	B.M.W.	Revised per Comments
02.08.2022	K.V.	Revised per Comments



SCALE: 1" = 30'



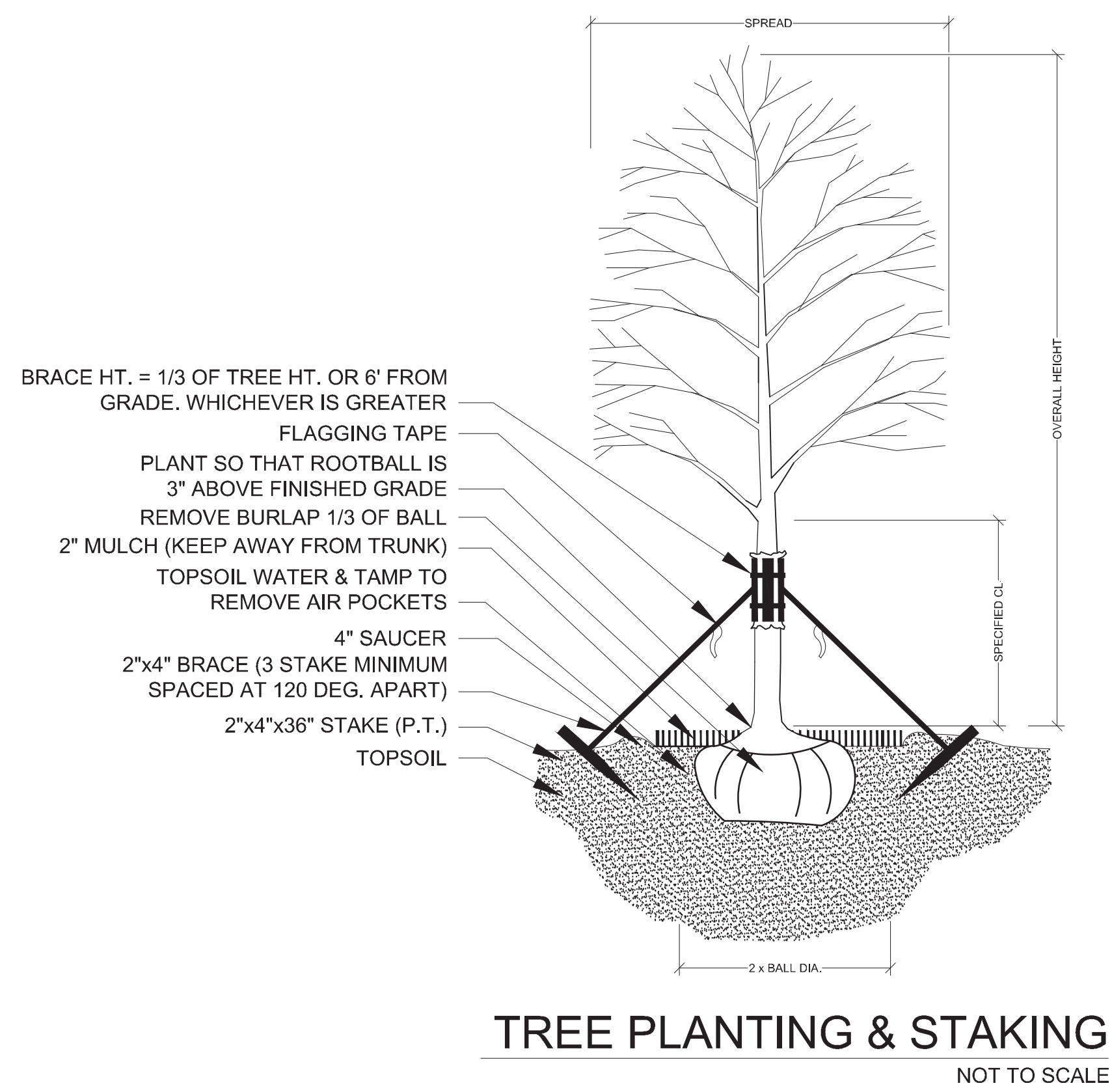
REG. # 1018  
Thomas P. Lucido

Designer	BMW	Sheet
Manager	MC	
Project Number	21-100	<b>LA-14 of 16</b>
Municipal Number	---	
Computer File	South Florida Gateway - Landscape Plan.dwg	

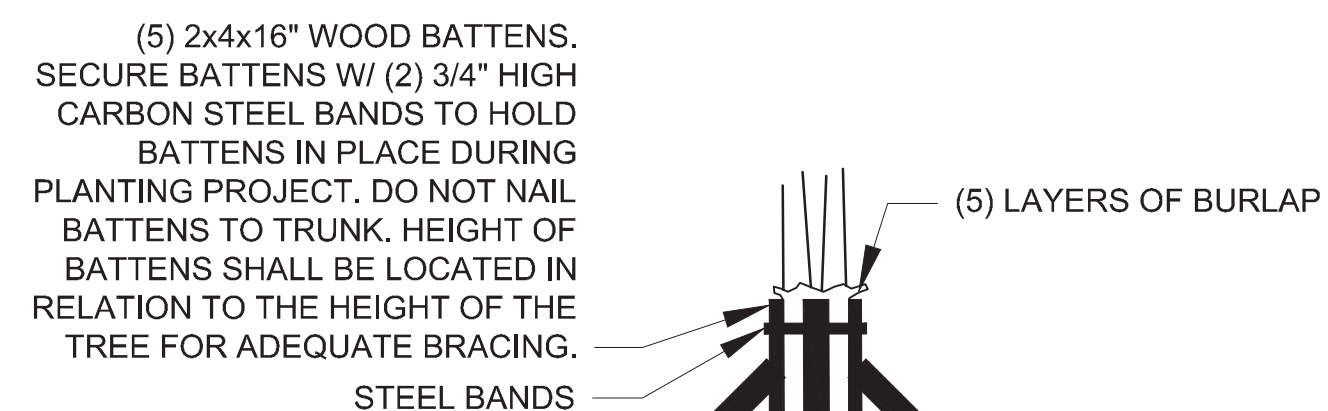
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Drawing Name: J:\Projects\Active\20--311 Waterside.KL Waterside.KL Waterside.Landscape\Feb 09, 2022 -- 8:00am South Florida Gateway -- Landscape Plan.dwg

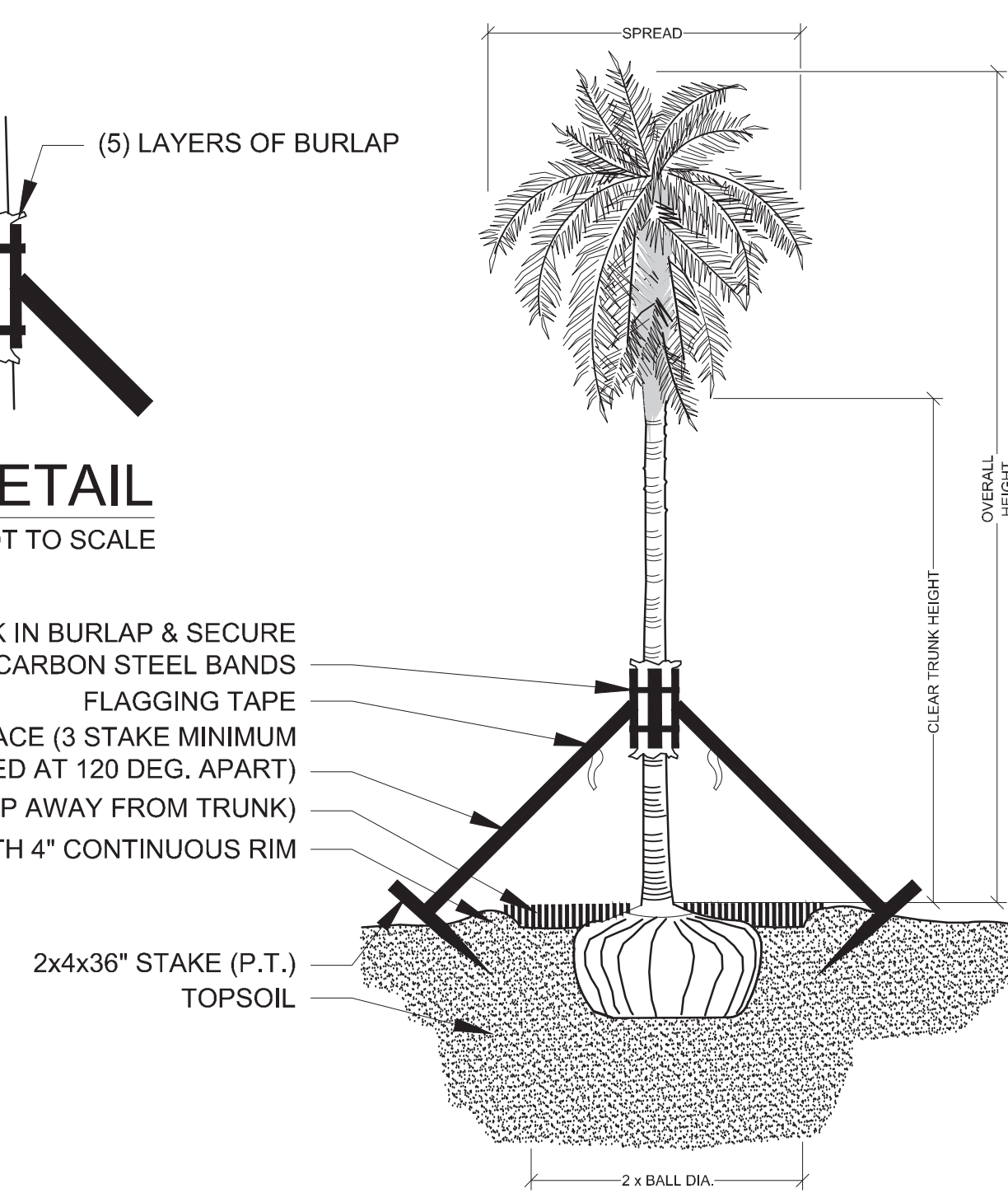




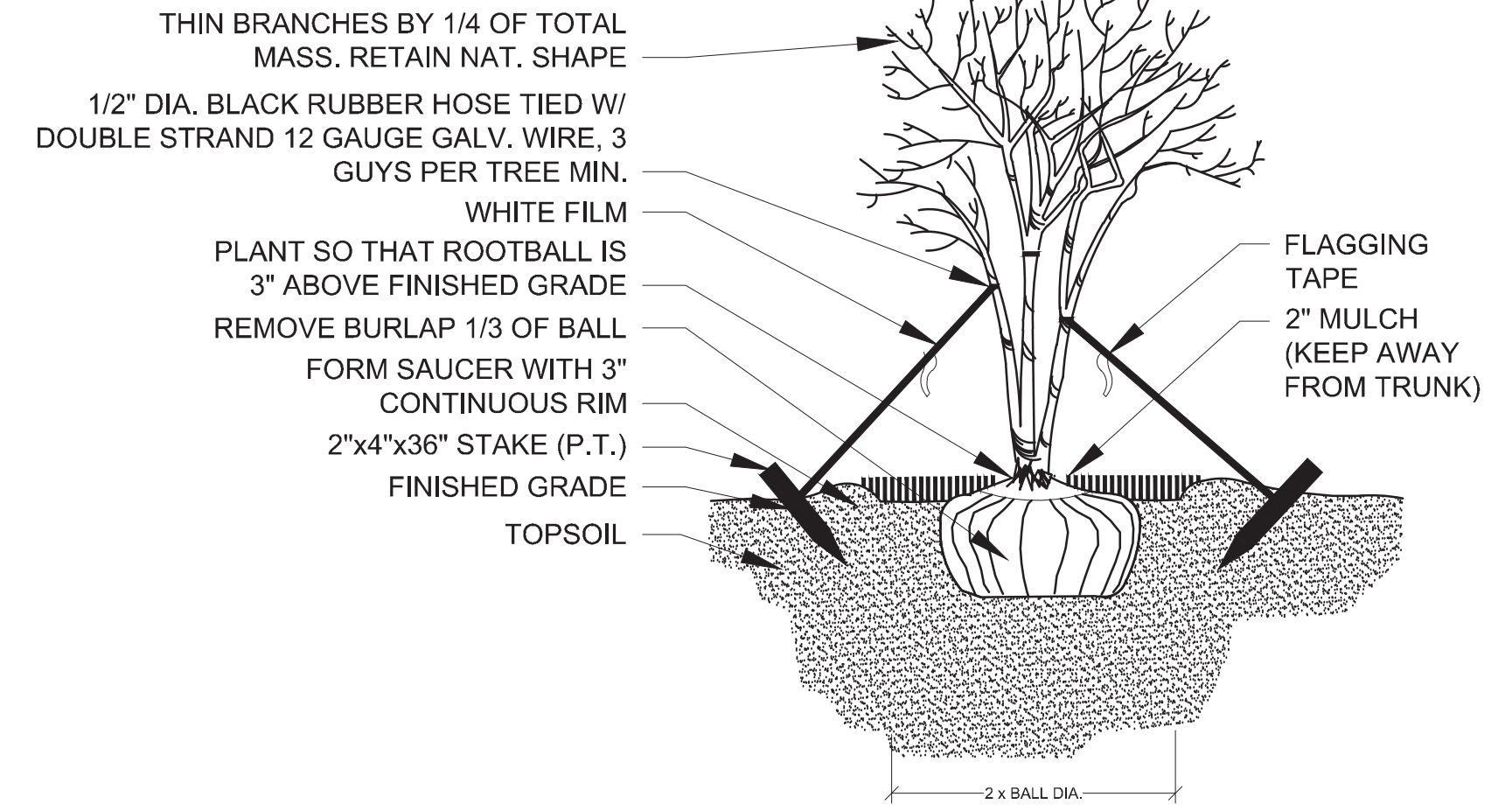
**TREE PLANTING & STAKING**  
NOT TO SCALE



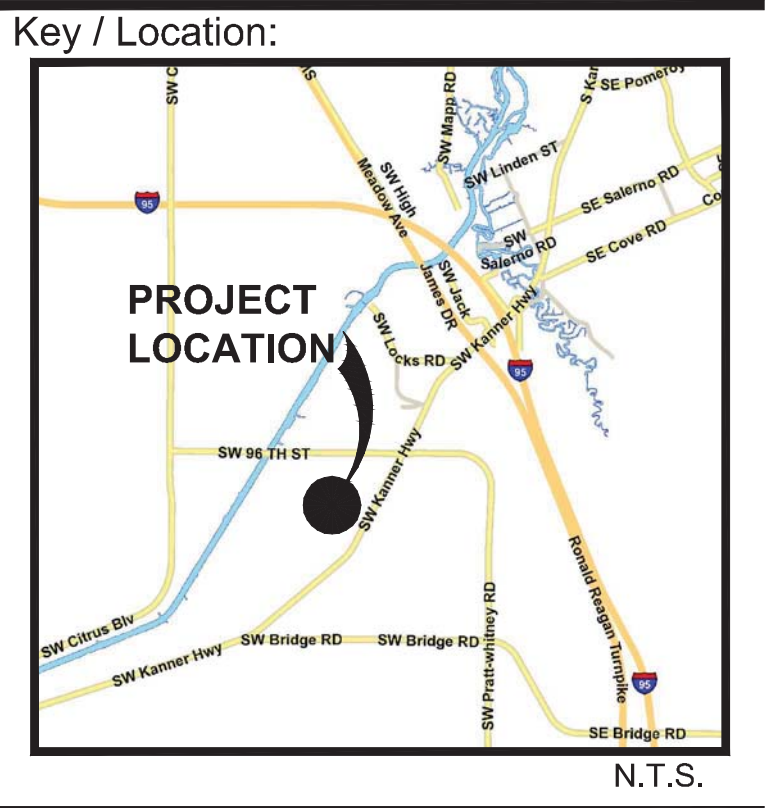
**BRACING DETAIL**  
NOT TO SCALE



**PALM PLANTING - ANGLE STAKE**  
NOT TO SCALE

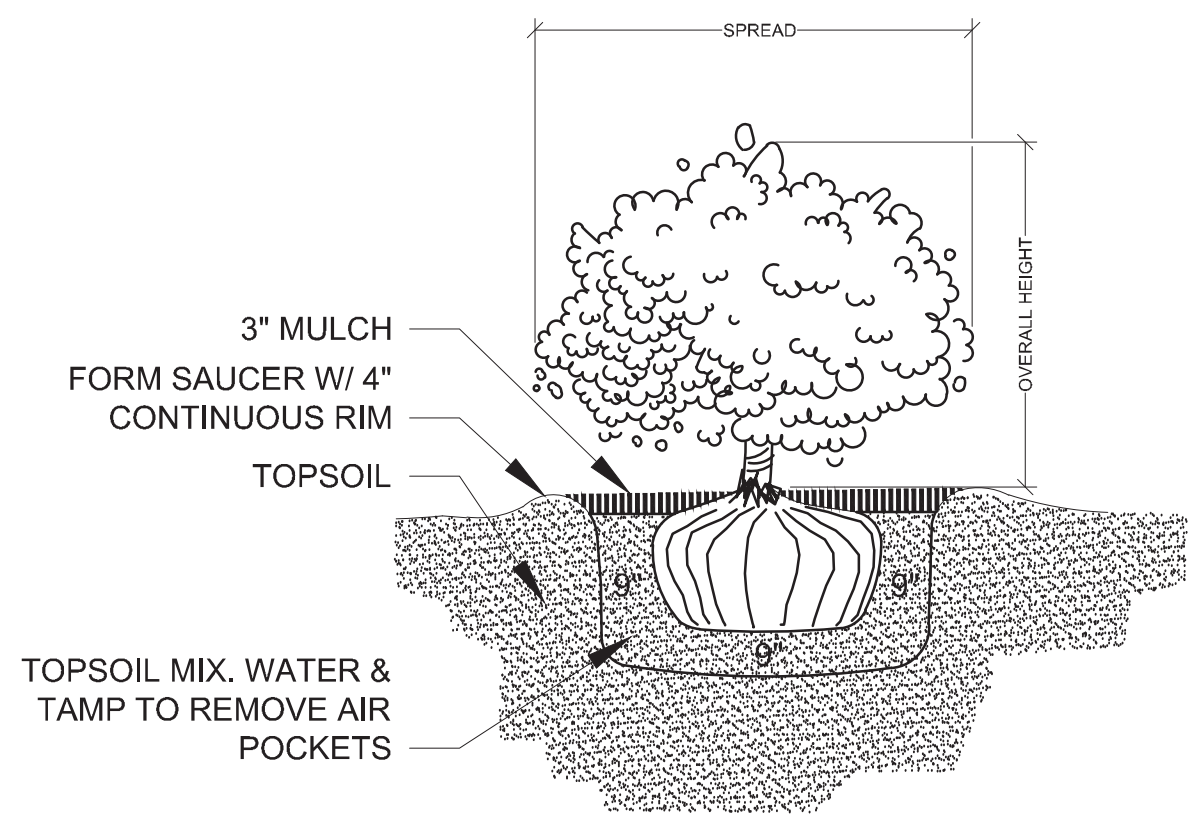


**MULTI-TRUNK PLANTING & GUYING**  
NOT TO SCALE

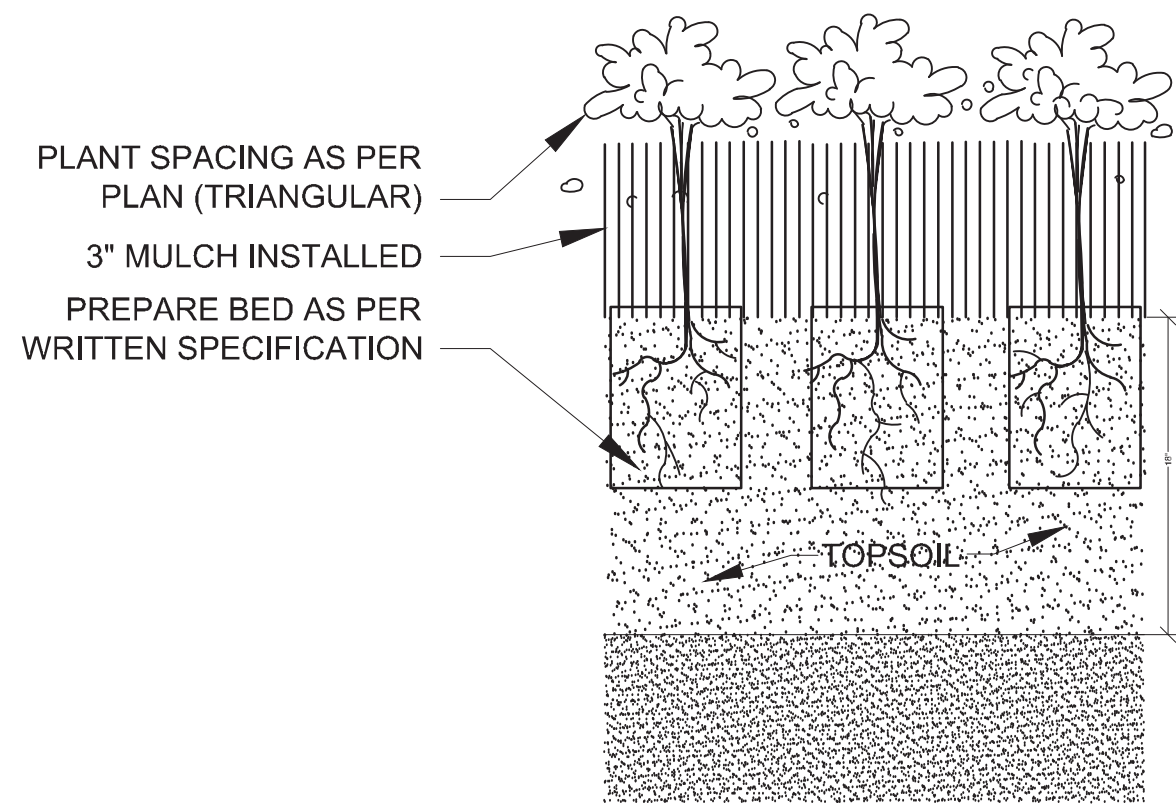


**Project Team:**

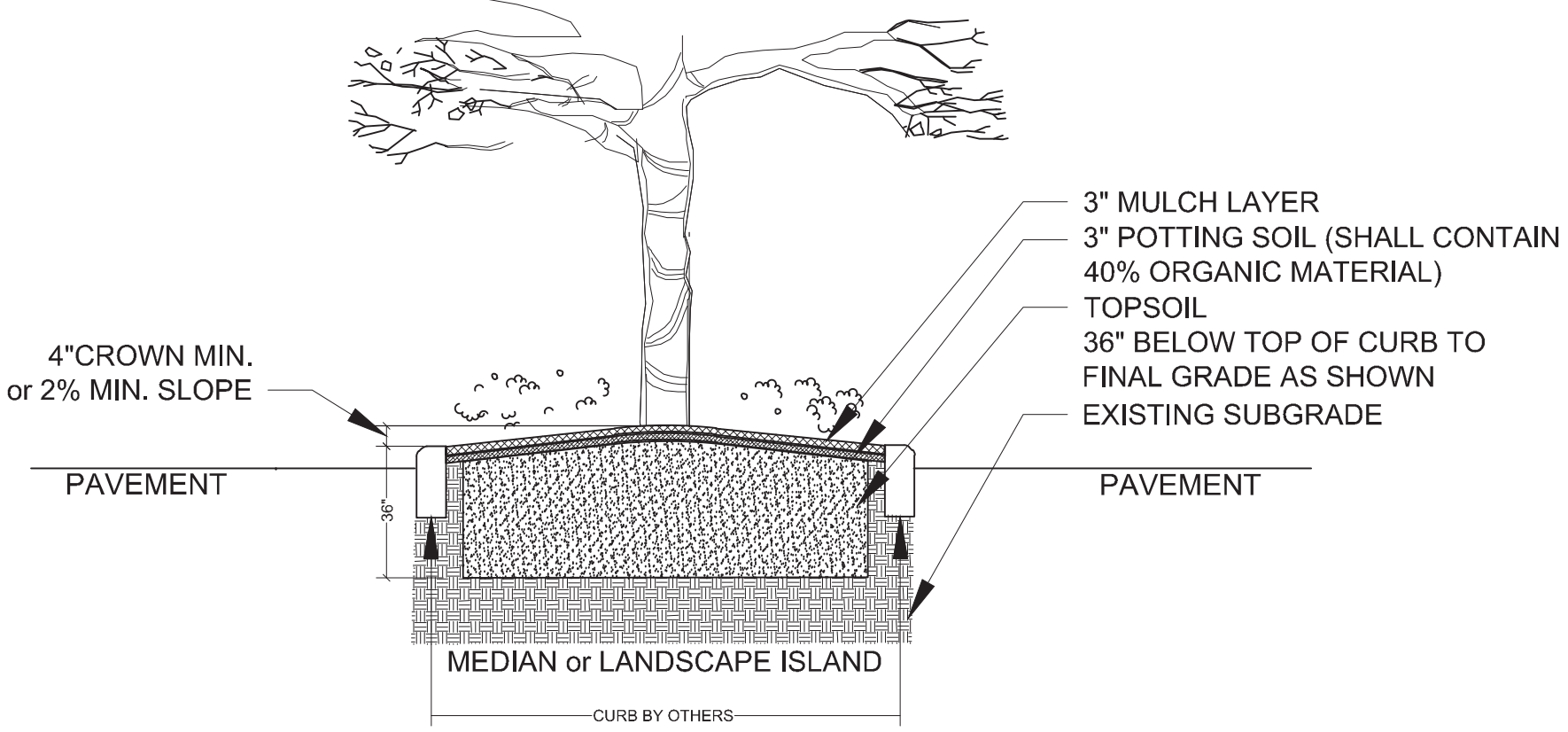
<b>Client &amp; Property Owner:</b>	KL Waterside 701 S. Olive Avenue, Suite 104 West Palm Beach, Florida 33401
<b>Land Planner / Landscape Architect:</b>	Lucido & Associates 701 East Ocean Boulevard Stuart, Florida 34994
<b>Engineer:</b>	Osborn Engineering 360 Central Ave., Suite 1150 St. Petersburg, Florida 33701
<b>Surveyor:</b>	GeoPoint Surveying, Inc. 4152 W. Blue Heron Blvd., Suite 105 Riviera Beach, Florida 33404
<b>Traffic Engineer:</b>	Susan O'Rourke P.E. 969 SE Federal Highway, Suite 402 Stuart, Florida 34994
<b>Environmental Consultant:</b>	EW Consultants 1000 SE Monterey Commons Blvd #208 Stuart, Florida 34996



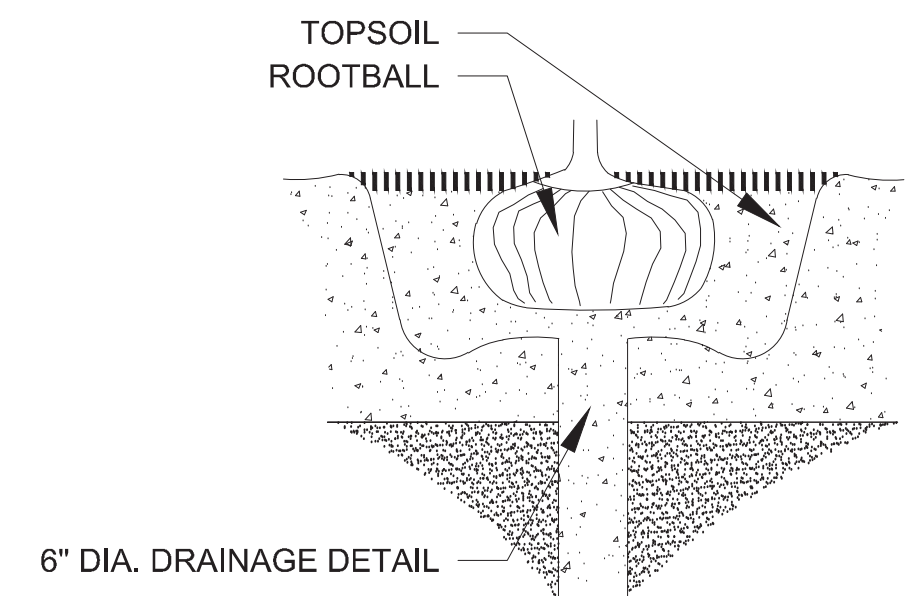
**SHRUB PLANTING**  
NOT TO SCALE



**GROUNDCOVER PLANTING DETAIL**  
NOT TO SCALE



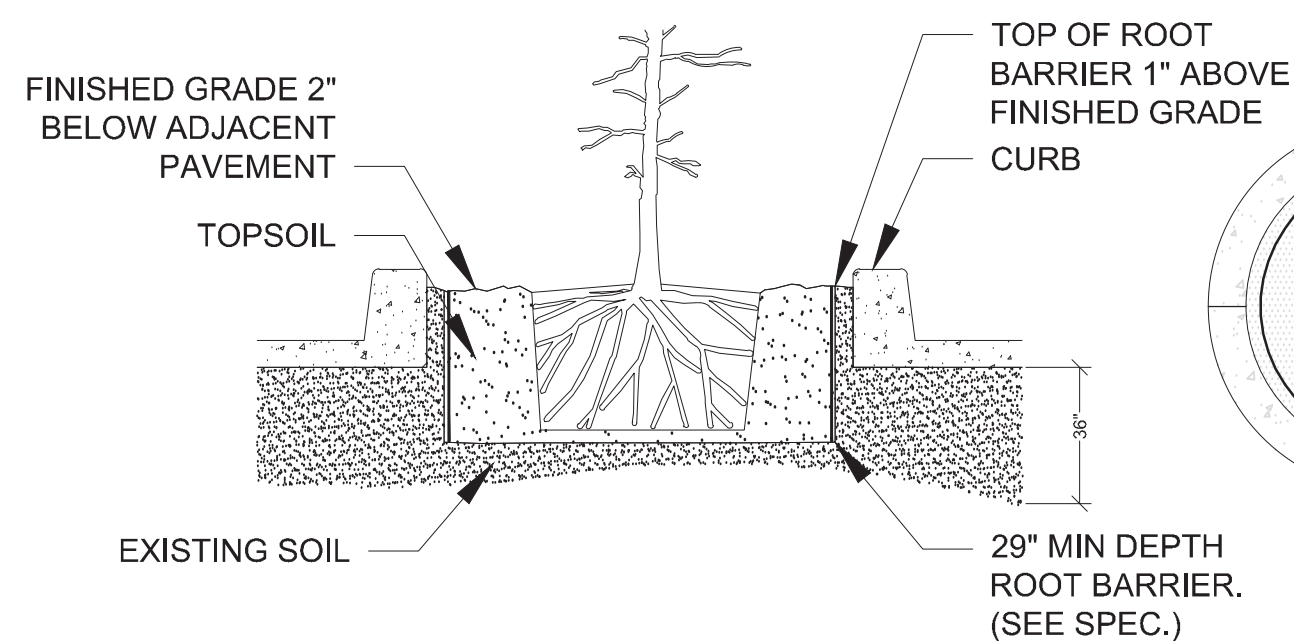
**LANDSCAPE AREA PREPARATION DETAIL**  
NOT TO SCALE



**DRAINAGE TESTING DETAIL**  
NOT TO SCALE

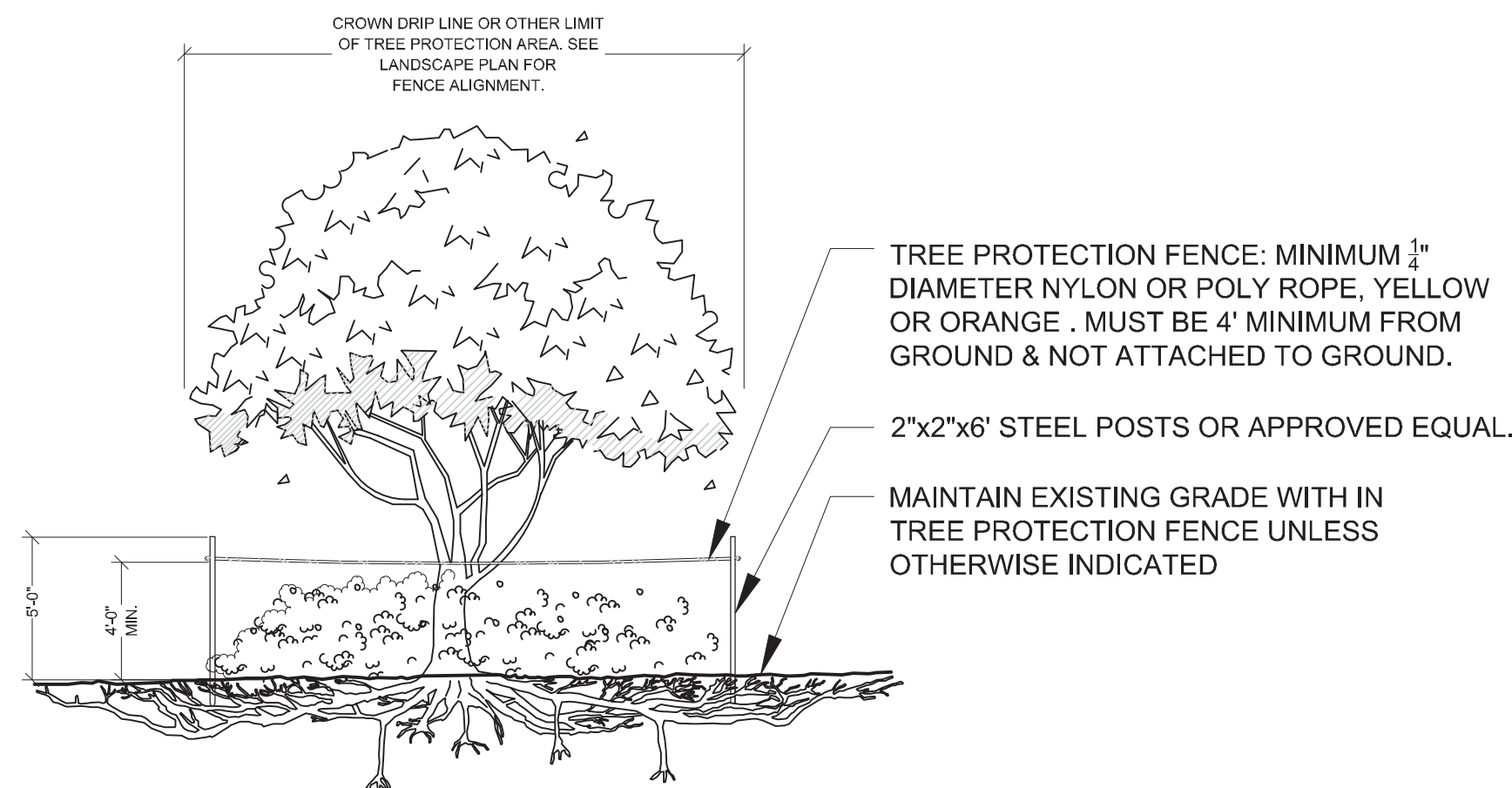
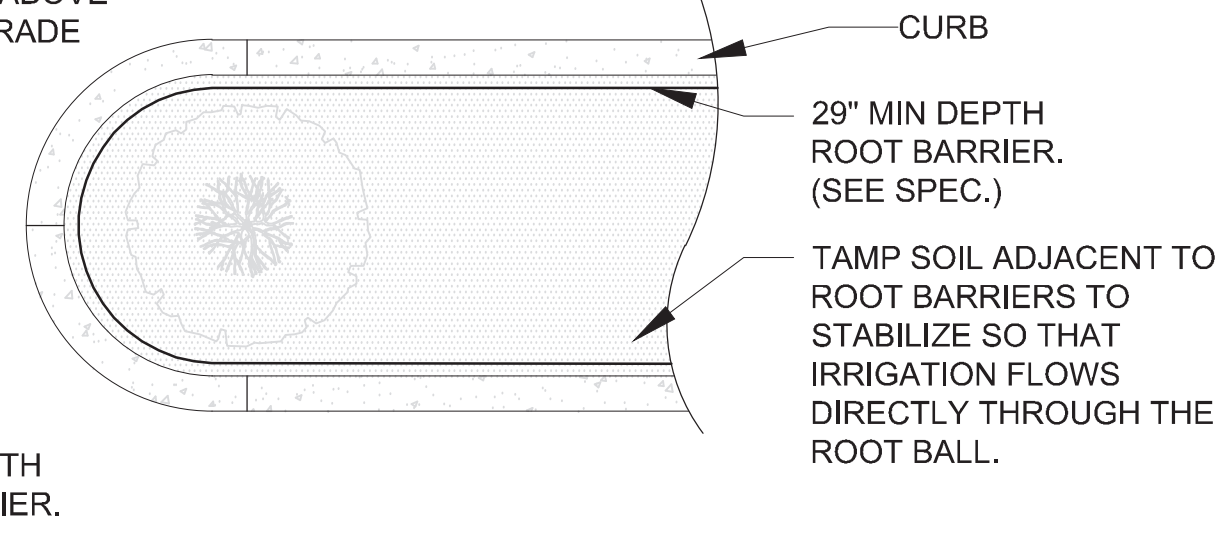
THIS DETAIL SHOWN DEPICTS A MEDIAN AND/OR LANDSCAPE ISLAND AND IS FOR GRAPHIC PURPOSES ONLY. SOIL PREPARATION SHALL APPLY TO ALL TREE, SHRUB, & GROUND COVER AREAS. THIS DOES NOT INCLUDE SOD AREAS

- \*TOPSOIL SHALL BE NATURAL, FRIABLE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY OF THE PROJECT SITE THAT PRODUCES HEAVY GROWTH.
- TOPSOIL SHALL HAVE A PH RANGE OF 5.5-7.4, FREE FROM SUBSOIL, WEEDS, LITTER, SODS, CLAY, STONES, STUMPS, ROOTS, TRASH, HERBICIDES, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH, OR HINDER PLANTING OPERATIONS.
- TOPSOIL SHALL CONTAIN A MINIMUM OF 3% ORGANIC MATERIAL.
- TOPSOIL MUST PERCOLATE WATER AT A RATE OF 1" PER HOUR (SEE ALSO DRAINAGE TESTING DETAIL FOR TREES)
- LANDSCAPE AREA SOILS SHALL BE APPROVED BY LANDSCAPE ARCHITECT/OWNER PRIOR TO PLANTING



**SPECIAL APPLICATIONS ROOT BARRIER DETAIL**  
NOT TO SCALE

- NOTES:**
- 1- ROOT BARRIER SHALL BE "BIO-BARRIER 29" DEPTH OR APPROVED EQUAL.
  - 2- ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.



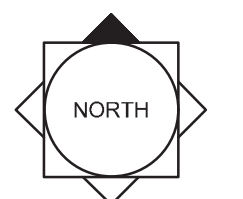
**TREE PROTECTION BARRICADE**  
NOT TO SCALE

- NOTES:**
- 1- SEE LANDSCAPE PLAN FOR FENCE ALIGNMENT.
  - 3- NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.
  - 4- NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.

**DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS.**

PRIOR TO PLANTING, ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER.

- DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.
- FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED. IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.
- WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)
- ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.
- WHEN BACKFILLING PLANTING PITS WITH NATIVE TOPSOIL, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.



SCALE: 1" = n.t.s.  
0' 0' 0'

REG. # 1018  
Thomas P. Lucido

Designer	BMW	Sheet
Manager	MC	
Project Number	21-100	<b>LA-15 of 16</b>
Municipal Number	---	
Computer File	South Florida Gateway - Landscape Plan.dwg	

LANDSCAPE SPECIFICATIONS

PART 1: GENERAL CONDITIONS

- 1.01 SCOPE:
    - A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.
  - 1.02 AGENCY STANDARDS:
    - A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.
  - 1.03 SITE EXAMINATION:
    - A. The Landscape Contractor shall personally examine the site and fully acquaint him/herself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and, additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.
  - 1.04 ERRORS AND OMISSIONS:
    - A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.
    - B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.
    - C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.
  - 1.05 EXECUTION OF THE WORK:
    - A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading plans, and coordination between job and nursery in order to execute installation correctly and in a timely manner.
    - B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Foreman shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.
    - C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.
  - 1.06 PROTECTION OF PUBLIC AND PROPERTY:
    - A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e., damage to underground pipes or cables.
  - 1.07 CHANGES AND EXTRAS:
    - A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.
  - 1.08 GUARANTEE:
    - A. The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of 18 MONTHS from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and grow for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as any other acts of God, as well as vandalism or lack of proper maintenance.
    - B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.
  - 1.09 CARE AND MAINTENANCE:
    - A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.
    - B. The Owner agrees to execute the instructions for such care and maintenance.
  - 1.10 SAFETY:
    - A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.
    - B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.).
  - 1.11 CONTRACTOR QUALIFICATION:
    - A. The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
      - A financial statement showing assets and liabilities of the company current to date.
      - A listing of not less than (3) completed projects of similar scope and nature.
      - Permanent name and address of place of business.
      - The number of regular employees of the organization and length of time the organization has been in business under the present name.
  - 1.12 INSURANCE AND BONDING:
    - A. The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be \$300,000.00 per person and \$300,000.00 per aggregate or as required by owner and agreed to in the contract. The successful bidder shall be required to have this coverage in effect before beginning work on the site.
    - B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
  - 1.13 PERMITS AND CERTIFICATES:
    - A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.
- PART 2: MATERIALS
- 2.01 PLANT MATERIALS:
    - A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.
    - B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.
    - C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.
    - D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.
    - E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.
    - F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

- 2.02 INSPECTION
  - A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.
  - 2.03 PROTECTION OF PLANT MATERIALS:
    - A. Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.
    - B. Plants with broken, damaged or insufficient rootballs will be rejected.
    - C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.
    - D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.
  - 2.04 STORAGE
    - A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.
    - B. No plant material shall be stored longer than seventy-two (72) hours unless approved by Landscape Architect and/or owner.
    - C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.
    - D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.
  - 2.05 PROTECTION DURING PLANTING:
    - A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails
  - 2.06 TOP SOIL:
    - A. Planting soil for all plantings shall consist of topsoil and be natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity of the project site that produces heavy growth. Topsoil shall have a PH range of 5.5-7.4, free from subsoil, weeds, litter, sods, clay, stones, stumps, roots, trash, herbicides, toxic substances, or any other material which may be harmful to plant growth, or hinder planting operations. Topsoil shall contain a minimum of 3% organic material. Topsoil must percolate water at a rate of 1" per hour (See also drainage testing detail for trees)
    - B. Landscape Area Preparation. The intent of this section is to ensure a healthy growing environment for all planting material in all landscaped areas. Landscape Contractor to examine existing soils prior to planting to ensure conformance to all definitions of "Topsoil" (see Landscape Area Preparation Detail); In addition, a 3" layer of high organic (min 40%) potting soil shall be added to the topsoil and mixed in at time of planting. East Coast Recycling Inc. is a recommended source for imported Topsoil (if needed) as well as the top 3" layer of potting soil.
  - Existing soils must meet all definitions of "Topsoil" as described above in all planting areas throughout the site. If existing soils do not meet all definitions of Topsoil, please refer to the "Landscape Area Preparation" detail. Examination may require existing soils to be tested by an accredited testing laboratory. Should a soil test be necessary, Contractor shall contact soil testing lab directly to confirm such lab's soil collection and transmittal protocol; all costs if any shall be borne by the Contractor. Contractor shall provide to Landscape Architect for review the results of the soil test if conducted. Contractor shall schedule an on-site meeting with Landscape Architect to review existing and/or imported soils prior to planting. The Landscape Area Preparation is the responsibility of the Landscape Contractor. He/she shall accept all responsibility of planting soils and shall honor all guarantee items in section 1.08.
  - 2.07 FERTILIZER:
    - A. Commercial fertilizer shall comply with the state and local fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.
    - B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.
    - C. Tableted fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tableted fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container	1 tablet
3 gallon container	2 tablets
5 gallon container	3 tablets
7 gallon container	5 tablets
  - Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material. The Landscape Architect reserves the right to inspect and review the application of fertilizer.
  - 2.08 MULCH:
    - A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.
    - B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 2" max on tree & palm rootballs, keep 6" away from tree & palm trunks or as required by local jurisdiction.
  - PART 3 EXECUTION
  - 3.01 DIGGING:
    - A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.
  - 3.02 GRADING:
    - A. Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.
    - B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.
  - 3.03 PLANTING:
    - A. Planting shall take place during favorable weather conditions.
    - B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.
    - C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.
    - D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the landscape plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".
    - E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Details for complete testing methods and requirements.
    - F. Planting pits shall be excavated to the following dimensions and backfilled with Topsoil- see Landscape Area Preparation Detail:

1 Gallon material (1 gal.):	12" x 12" x 12" min.
3 Gallon material (3 gal.):	20" x 20" x 18" min.
Lerio material (7 gal.):	30" x 30" x 24" min.

Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.
    - G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.
    - H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

- I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.
- J. All flagging ribbon shall be removed from trees and shrubs before planting.
- K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.
- L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future watering's. Saucer areas shall be top-dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.
- 3.04 PRUNING:
  - A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.
  - B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.
  - C. Trees shall not be poled or topped.
  - D. Remove all trimming from site.
- 3.05 GUYING:
  - A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.
  - B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.
  - C. Stake & Brace all trees larger than 12' oa. See detail. Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.
  - D. Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.
- 3.06 WATER:
  - A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.
  - B. Prior to installing any irrigation system components, the contractor shall obtain a water sample from the proposed water supply and conduct a particle size and count analysis on the sample using the services of a reputable lab certified in such analysis. Submit the test results to the owner/owner's representative for review and approval. Do not proceed further with system installation until given written approval to do so.
- 3.07 SOD:
  - A. The Landscape Contractor shall sod all areas indicated on the drawings.
  - B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.
  - C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.
  - D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.
  - E. 6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.
  - F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.
  - G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.
  - H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.
- 3.08 SEEDING:
  - A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.
  - B. Application: Argentine Bahia Grass seed- 200 Pounds per acre mixed with common hulled Bermuda seed- 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.
  - C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.
  - D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.
- 3.09 CLEANING UP:
  - A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.
- 3.10 MAINTENANCE:
  - A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.
  - B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.
  - C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.
  - D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.
  - E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.
- 3.11 COMPLETION, INSPECTION AND ACCEPTANCE:
  - A. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.
  - B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.
  - C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.
  - D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.
  - E. All trees & shrubs shall be straight and in correct position per the landscape plans, details and specifications. All nursery, shipping and identification tags & ribbons shall be removed from trees & shrubs immediately after planting.

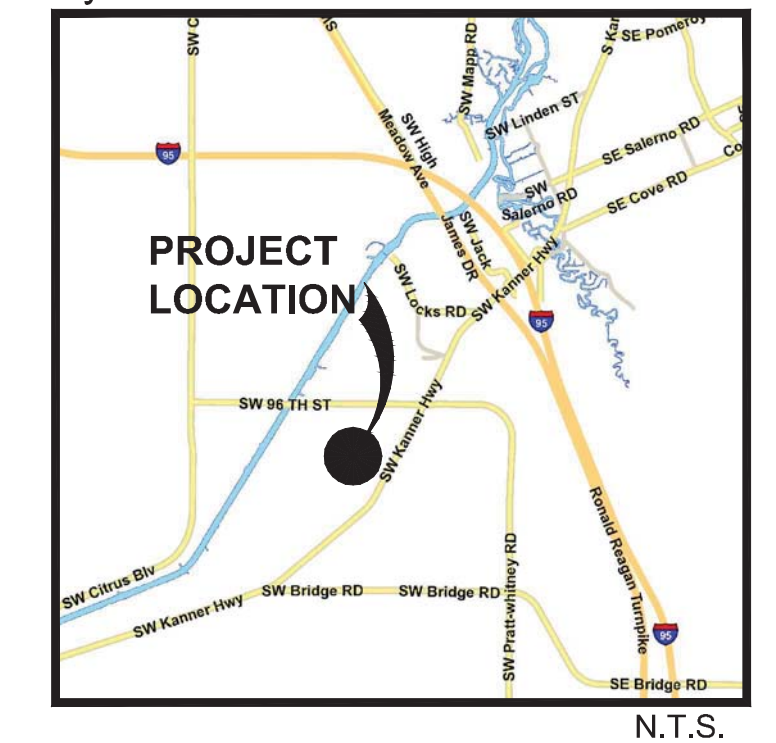


lucido & associates

701 SE Ocean Blvd., Stuart, Florida 34994

(772) 226-2100, Fax (772) 223-0220

Key / Location:



Project Team:

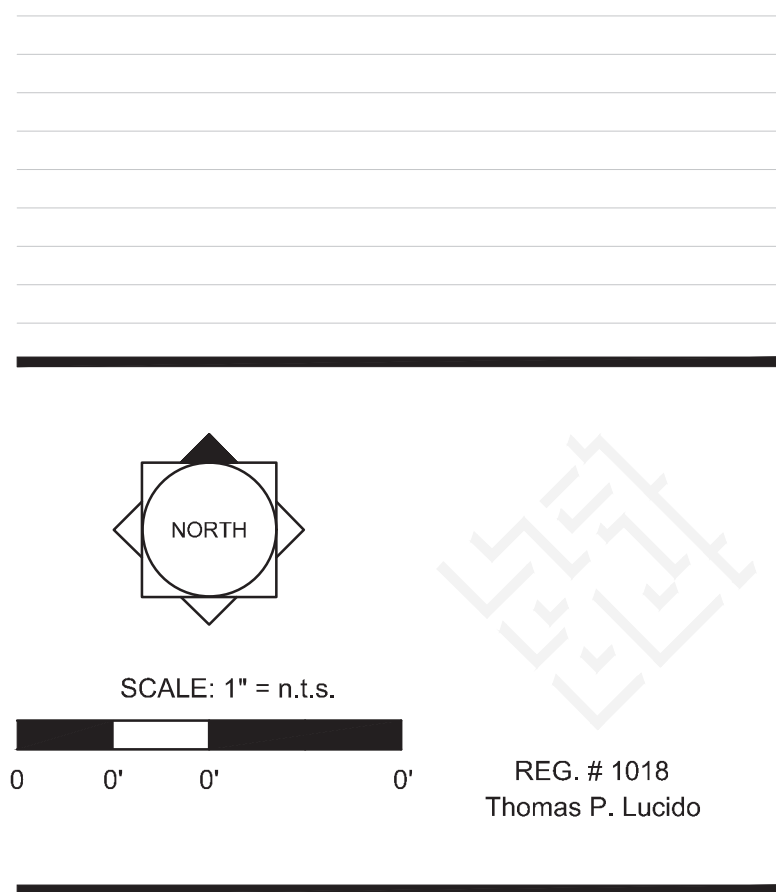
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# South Florida Gateway PUD

Martin County, Florida

## Plat Infrastructure Landscape Plan Specifications

Date	By	Description
5.05.2021	B.M.W.	Initial Submittal
7.01.2021	B.M.W.	Completeness Submittal
11.02.2021	B.M.W.	Revised per Comments
02.08.2022	K.V.	Revised per Comments



Designer	BMW	Sheet
Manager	MC	
Project Number	21-100	<b>LA-16 of 16</b>
Municipal Number	---	
Computer File	South Florida Gateway - Landscape Plan.dwg	

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Drawing Name: J:\Projects Active\20--311 Waterside\KL Waterside\KL Waterside\Landscap\ Feb 09, 2022 - 8:00am South Florida Gateway - Landscape Plan.dwg 200

## DISCLOSURE OF INTEREST AFFIDAVIT

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared the undersigned person on the date set forth below, who, first being duly sworn, deposes and says under penalties of perjury:

1. That the record property owner(s) of the Real Property described in **Exhibit "A"** to this Affidavit is (are) as follows:

Name	Address
KL Waterside LLC, a Delaware limited liability company	105 NE 1st Street Delray Beach, Florida 33444

(If more space is needed attach separate sheet)

2. That the following is a list of every natural person and entity with any legal or equitable interest in the property (as defined in Section 10.2.B.3. Land Development Regulations, Martin County Code):

Name	Address	Interest
SIP Waterside Member LLC a Delaware limited liability company	c/o Stonehill Capital Management 885 3rd Avenue, 30th Floor New York, New York 10022	90%
KL Waterside Funding LLC a Florida limited liability company	c/o The Kolter Group 105 NE 1st Street Delray Beach, Florida 33444	10%

(If more space is needed attach separate sheet)

## DISCLOSURE OF INTEREST AFFIDAVIT

3. That the following is a list of those, who have any interest in a contract for sale of the property, or a conveyance of any interest in the property, including but not limited to, real estate brokers and salespersons; and any and all mortgagees of the property:

Name	Address	Interest
James David Neill, Bearron, LLC, a Florida LLC, Richard V. Neill, Jr., as trustee of NexGen Neill Trust dated 4-15-20, and George T. Pantuso, as Ttrustee of Pantuso Family Irrevocable Trust dated 2-1-05	c/o David Neill P.O. Box 2547 Fort Pierce, FL 34954	Mortgagee

(If more space is needed attach separate sheet)

4. That the following is a list of all other applications for which the applicant has an interest as defined in subsection b. and c. of Section 10.2.B.3. Land Development Regulations, Martin County Code currently pending before Martin County. The list shall include any development applications, waiver applications, road opening applications, and lien reduction requests.

Application Name and/or Project Number	Names & Addresses of Parties involved	Date	Type of Application	Status of Application <sup>1*</sup>
S265-001	KL Waterside LLC 105 NE 1st Street Delray Beach, Florida 33444	3-18-21	PUD Zoning and Master Site Plan	Pending

(If more space is needed attach separate sheet)

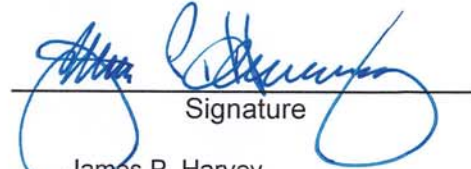
<sup>1</sup> Status defined as: A = Approved P= Pending D = Denied W = Withdrawn

# DISCLOSURE OF INTEREST AFFIDAVIT

This Affidavit is given for the purpose of establishing compliance with the provisions of Section 10.2.B.3 Land Development Regulations; Martin County Code.

FURTHER AFFIANT SAYETH NOT.

AFFIANT


  
\_\_\_\_\_  
Signature  
James P. Harvey  
\_\_\_\_\_  
Print name

STATE OF: FLORIDA

COUNTY OF: HILLSBOROUGH

The foregoing Disclosure of Interest Affidavit was sworn to, affirmed and subscribed before me by means of  physical presence or  online notarization, this 22<sup>nd</sup> day of MARCH, 2021, by James P. Harvey, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Signature

(Notary Seal)  Notary Public, State of FLORIDA  
Print Name: Bryon T LoPreste  
My Commission Expires: 01/27/21

# DISCLOSURE OF INTEREST AFFIDAVIT

**Exhibit "A"**  
**(Disclosure of Interest and Affidavit) (Legal  
Description)**

**DESCRIPTION:**

A PARCEL OF LAND BEING A PORTIONS OF LOTS 9, 10, 11, 14, 15 AND 16, IN SECTION 13, TOWNSHIP 39 SOUTH, RANGE 40 EAST, AND PORTION OF LOTS 12 AND 13, LYING NORTHWEST OF STATE ROAD NO. 76, IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 41 EAST, OF TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF FILED ON AUGUST 18, 1913, RECORDED IN PLAT BOOK 3, PAGE 6, RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 39 SOUTH, RANGE 40 EAST ALSO BEING THE NORTHWEST CORNER OF LOT 4, SECTION 13, TOWNSHIP 39 SOUTH, RANGE 40 EAST OF TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF FILED ON AUGUST 18, 1913, RECORDED IN PLAT BOOK 3, PAGE 6, RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; THENCE S.89°37'47"E. ALONG THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 2640.27 FEET TO THE NORTH (1/4) QUARTER CORNER OF SAID SECTION 13; THENCE S.00°01'02"W., ALONG THE EAST LINE OF THE NORTHWEST (1/4) QUARTER OF SAID SECTION 13, A DISTANCE OF 2646.58 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST (1/4) QUARTER OF SAID SECTION 13, SAID CORNER ALSO BEING THE **POINT OF BEGINNING**; THENCE S.89°44'18"E., ALONG THE SOUTH LINE OF THE NORTHEAST (1/4) QUARTER OF SAID SECTION 13, ALSO BEING THE NORTH LINE OF LOT 9 AND LOT 10, SECTION 13 OF SAID PLAT, A DISTANCE OF 2751.31 FEET TO THE EAST (1/4) QUARTER CORNER OF SAID SECTION 13; THENCE S.89°39'06"E., ALONG THE SOUTH LINE OF THE NORTHWEST (1/4) QUARTER OF SECTION 18, TOWNSHIP 39 SOUTH, RANGE 41 EAST, ALSO BEING THE NORTH LINE OF LOT 12, SECTION 18 OF SAID PLAT, A DISTANCE OF 1203.04 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 76, AS SHOWN ON THE FLORIDA STATE ROAD DEPARTMENT MAP FOR SECTION 89060-2012, DATED APRIL 8, 1940 AND AS RECORDED IN DEED BOOK 29, PAGE 583 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE S.27°42'47"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1831.00 FEET; THENCE N.62°17'13" W., A DISTANCE OF 350.50 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 270.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°22'00", A DISTANCE OF 143.10 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 330.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°22'00", A DISTANCE OF 174.90 FEET TO THE POINT OF TANGENCY; THENCE N.62°17'13" W., A DISTANCE OF 200.00 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 100.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 157.08 FEET TO A NON-TANGENT INTERSECTION; THENCE N.73°52'45" W., A DISTANCE OF 95.05 FEET; THENCE S.28°00'00"W., A DISTANCE OF 253.92 FEET; THENCE N.89°44'18"W., A DISTANCE OF 1970.19 FEET; THENCE N.89°44'18"W., A DISTANCE OF 563.00 FEET; THENCE N.00°15'42" E., A DISTANCE OF 1547.52 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST (1/4) QUARTER OF SAID SECTION 13, ALSO BEING THE NORTH LINE OF LOT 11, SECTION 13 OF SAID PLAT; THENCE S.89°44'09" E. .ALONG SAID SOUTH LINE OF THE NORTHWEST (1/4) QUARTER OF SAID SECTION 13 AND THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 563.00 FEET TO THE **POINT OF BEGINNING**.

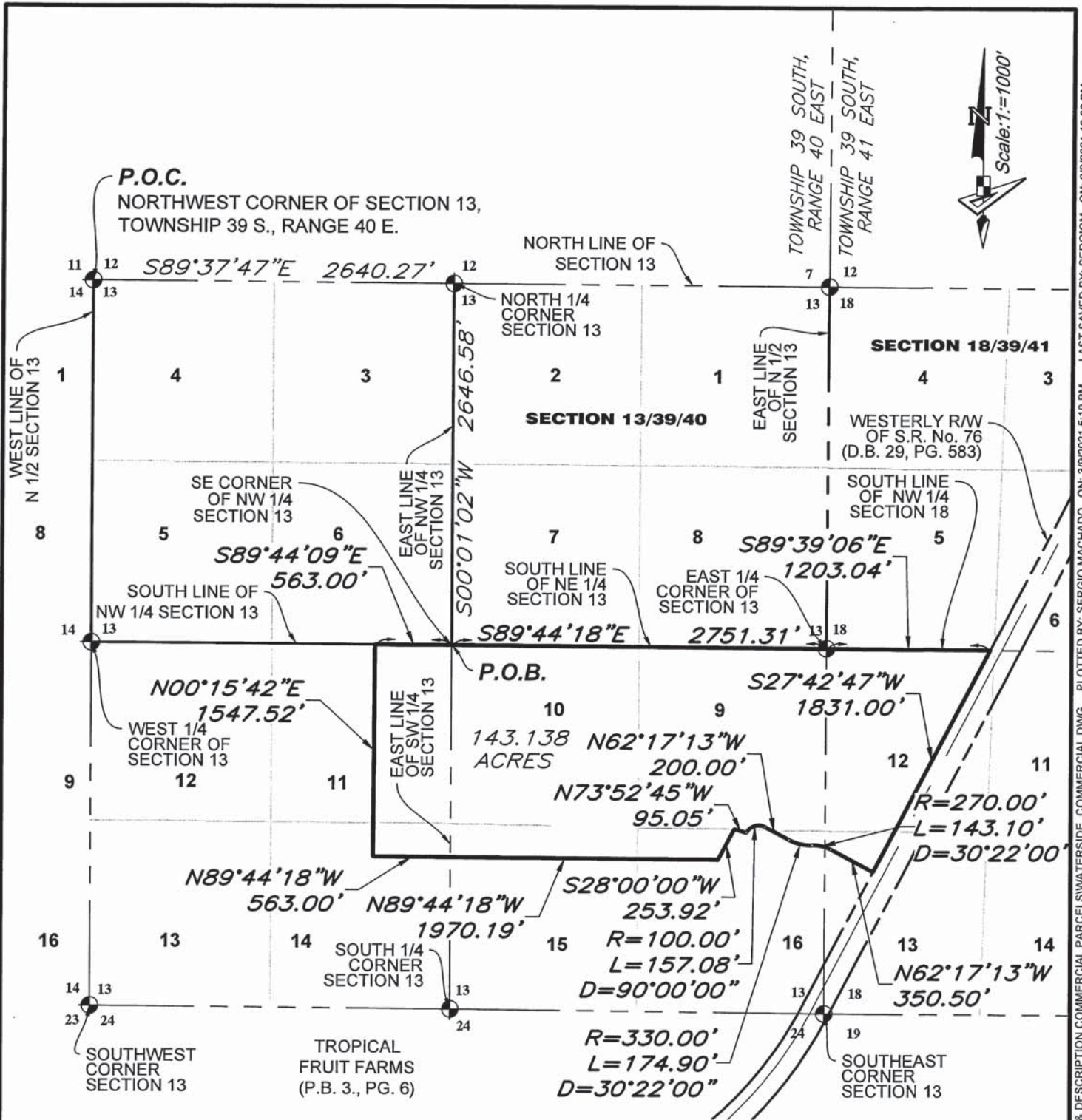
**CONTAINING:** 6,235,102 SQUARE FEET OR 143.138 ACRES, MORE OR LESS.

**SOUTH FLORIDA GATEWAY PUD - INDUSTRIAL PARCEL  
SKETCH AND DESCRIPTION**



REVISIONS				Prepared For: KL WATERSIDE, LLC	
No.	Date	Description	Dwn.	Last Date of Field Survey: NA	
				SURVEYOR'S CERTIFICATE This certifies that a survey of the hereon described property was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Digitally signed by Gary Rager Gary Rager Florida Professional Surveyor & Mapper No. LS4828 Date: 2021.03.10 16:36:27 -0500	
Sheet No. 1 of 2 Sheets				4152 W. Blue Heron Blvd. Phone: (561) 444-2720 Suite 105 www.geopointsurvey.com Riviera Beach, FL 33404 Licensed Business Number LB 7768	
				Drawn: GAR Date: 03/03/21 Data File: waterside_NAVD88_8_03-23-20 Check: AT P.C.: DC-8 Field Book: 2020 11w/26-30, 40 Sections: 13, 14 & 18 Twn. 39S Rng. 40E Job #: Water_bndry-desc1	

DWG NAME: W:\KOLLER-WATERSIDE\SURVEY\SKETCH & DESCRIPTION COMMERCIAL PARCEL\SIWATERSIDE\_COMMERCIAL.DWG PLOTTED BY: SERGIO MACHADO ON: 3/9/2021 5:19 PM LAST SAVED BY: SERGIO ON: 3/9/2021 12:06 PM



**SOUTH FLORIDA GATEWAY PUD - INDUSTRIAL PARCEL  
SKETCH AND DESCRIPTION**

**LEGEND**

- |  |                                    |
|--|------------------------------------|
| <i>P.O.B.</i> --- POINT OF BEGINNING       | <i>P.B.</i> --- PLAT BOOK          |
| <i>P.O.C.</i> --- POINT OF COMMENCEMENT    | <i>D.B.</i> --- DEED BOOK          |
| <i>PG./PG(s)</i> --- PAGE(S)               | <i>R</i> --- RADIUS                |
| <i>13-39-40</i> --- SECTION-TOWNSHIP-RANGE | <i>L</i> --- ARC LENGTH            |
| <i>S.R.</i> --- STATE ROAD                 | <i>D</i> --- delta (central angle) |
| <i>R/W</i> --- RIGHT-OF-WAY                |                                    |

Prepared For: KL WATERSIDE, LLC  
Last Date of Field Survey: NA



4152 W. Blue Heron Blvd. Phone: (561) 444-2720  
Suite 105 www.geopointsurvey.com  
Riviera Beach, FL 33404 Licensed Business Number LB 7768

Drawn:GAR	Date: 03/03/21	Data File: waterside_NAVD88_8 03-23-20
Check:AT	P.C.:DC-8	Field Book: 2020 11w/26-30, 40
Sections: 13, 14 & 18 Twn. 39S Rng. 40E Job #:Water_bndry-desc1		

Sheet No. 2 of 2 Sheets

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

DWG NAME: W\KOLTER-WATERSIDESURVEY\SKETCH & DESCRIPTION\COMMERCIAL\DWG PLOTTED BY: SERGIOMACHADO ON: 3/9/2021 5:19 PM LAST SAVED BY: SERGIOM ON: 3/9/2021 12:06 PM



**SOUTH FLORIDA GATEWAY PUD**

**EXHIBIT A - LEGAL DESCRIPTION:**

BEING A REPLAT OF A PORTION OF LOTS 9, 10, 11, 14, 15, AND 16, ALL IN SECTION 13, TOWNSHIP 39 SOUTH, RANGE 40 EAST, AND A PORTION OF LOTS 12 AND 13, LYING NORTHWEST OF STATE ROAD NO. 76, IN SECTION 18, TOWNSHIP 39 SOUTH, RANGE 41 EAST, OF TROPICAL FRUIT FARMS, RECORDED IN PLAT BOOK 3, PAGE 6, RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 39 SOUTH, RANGE 40 EAST, ALSO BEING THE NORTHWEST CORNER OF LOT 4, SECTION 13, TOWNSHIP 39 SOUTH, RANGE 40 EAST OF TROPICAL FRUIT FARMS, ACCORDING TO THE PLAT THEREOF FILED ON AUGUST 18, 1913, RECORDED IN PLAT BOOK 3, PAGE 6, RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA; THENCE S.89°37'58"E. ALONG THE NORTH LINE OF THE WEST HALF OF SAID SECTION 13, A DISTANCE OF 2640.55 FEET TO THE NORTH (1/4) QUARTER CORNER OF SAID SECTION 13; THENCE S.00°01'11"W., ALONG THE EAST LINE OF THE NORTHWEST (1/4) QUARTER OF SAID SECTION 13, A DISTANCE OF 2646.70 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST (1/4) QUARTER OF SAID SECTION 13, SAID CORNER ALSO BEING THE **POINT OF BEGINNING**; THENCE S.89°44'18"E., ALONG THE SOUTH LINE OF THE NORTHEAST (1/4) QUARTER OF SAID SECTION 13, ALSO BEING THE NORTH LINE OF LOT 9 AND LOT 10, SECTION 13 OF SAID PLAT, A DISTANCE OF 2750.92 FEET TO THE EAST (1/4) QUARTER CORNER OF SAID SECTION 13; THENCE S.89°39'02"E., ALONG THE SOUTH LINE OF THE NORTHWEST (1/4) QUARTER OF SECTION 18, TOWNSHIP 39 SOUTH, RANGE 41 EAST, ALSO BEING THE NORTH LINE OF LOT 12, SECTION 18 OF SAID PLAT, A DISTANCE OF 1203.27 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 76, AS SHOWN ON THE FLORIDA STATE ROAD DEPARTMENT MAP FOR SECTION 89060-2012, DATED APRIL 8, 1940 AND AS RECORDED IN DEED BOOK 29, PAGE 583 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE S.27°42'47"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2944.01 FEET TO A POINT ON A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE EAST (1/2) HALF OF SAID SECTION 13; THENCE N.89°32'35"W., ALONG SAID PARALLEL LINE, A DISTANCE OF 1924.71 FEET; THENCE N.00°27'25"E., A DISTANCE OF 151.61 FEET TO A RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 300.00 FEET, AND A RADIAL BEARING OF N.00°27'25"E. AT SAID INTERSECTION; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°58'09", A DISTANCE OF 193.57 FEET TO THE POINT OF TANGENCY; THENCE N.53°29'16"E., A DISTANCE OF 165.88 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 420.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°39'00", A DISTANCE OF 268.66 FEET TO A POINT OF TANGENCY; THENCE S.89°51'44"E., A DISTANCE OF 633.72 FEET; THENCE N.00°00'14"E., A DISTANCE OF 471.57 FEET; THENCE N.28°00'00"E., A DISTANCE OF 218.23 FEET; THENCE N.89°44'18"W., A DISTANCE OF 1970.19 FEET; THENCE N.89°44'18"W., A DISTANCE OF 563.00 FEET; THENCE N.00°15'42" E., A DISTANCE OF 1547.53 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST (1/4) QUARTER OF SAID SECTION 13, ALSO BEING THE NORTH LINE OF LOT 11, SECTION 13 OF SAID PLAT; THENCE S.89°44'14"E., ALONG SAID SOUTH LINE OF THE NORTHWEST (1/4) QUARTER OF SAID SECTION 13 AND THE NORTH LINE OF SAID LOT 11, A DISTANCE OF 563.16 FEET TO THE **POINT OF BEGINNING**.

**CONTAINING:** 7,840,057 SQUARE FEET OR 179.983 ACRES, MORE OR LESS.



**RECEIVED**  
JUN 15 2021  
GROWTH MANAGEMENT  
DEPARTMENT

**TRANSMITTAL  
(VIA EMAIL & HAND DELIVERY)**

<b>Date:</b>	June 15, 2021		
<b>To:</b>	Peter Walden Martin County Growth Management Dept.		
<b>From:</b>	Shirley Lyders		
<b>Subject:</b>	South Florida Gateway PUD Plat Infrastructure Final Site Plan Application S265-002	<b>Project No.</b>	20-311

Pursuant to Article 10.6.B of the Development Review Procedures, attached is the certification regarding the posting of the project sign.


Doug Fitzwater  
220 Hibiscus Avenue  
Stuart, FL 34996

Mr. Morris Crady  
Lucido & Associates  
701 SE Ocean Blvd.  
Stuart, FL 34994

Notice Proposed Rezoning and Development  
South Florida Gateway PUD  
File Number S265-002

Dear Mr. Crady:

This is to certify that the above referenced sign was installed per Martin County requirements and complies with the standards of the notice provisions of Article 10, Section 10.6: Public Notice Requirements.



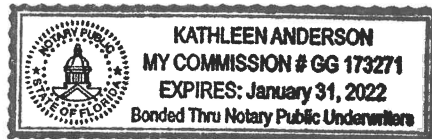
Doug Fitzwater

State of Florida  
County of Martin

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME BY MEANS OF  PHYSICAL PRESENCE OR  ONLINE NOTARIZATION, THIS 14 DAY OF June, 2021 BY Doug Fitzwater, WHO  IS PERSONALLY KNOWN TO ME OR  HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.



Notary Public, State of Florida



MY COMMISSION EXPIRES



## Sign 1

Side 1



## Sign 1

Side 2

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

**RESOLUTION NUMBER \_\_\_\_\_**

**[REGARDING DENIAL OF THE PLAT INFRASTRUCTURE SITE PLAN  
FOR THE SOUTH FLORIDA GATEWAY PROJECT]**

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

1. KL Waterside, LLC, submitted an application for the South Florida Gateway plat infrastructure project, located on lands legally described in Exhibit A, attached hereto.
2. Upon proper notice of hearing this Board held a public meeting on the application on May 17, 2022.
3. At the public hearing, all interested parties were given an opportunity to be heard.

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

- A. The request for the South Florida Gateway plat infrastructure site plan approval is hereby denied, for the following XXXX.
- B. This resolution shall be recorded in the public records of Martin County. A copy of this resolution shall be forwarded to the applicant(s) by the Growth Management Department subsequent to recording.

**DULY PASSED AND ADOPTED THIS 10TH DAY OF AUGUST, 2021.**

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

BY: \_\_\_\_\_  
CAROLYN TIMMANN  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER

BY: \_\_\_\_\_  
DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY: \_\_\_\_\_  
KRISTA A. STOREY  
SENIOR ASSISTANT COUNTY ATTORNEY

ATTACHMENTS:  
Exhibit A, Legal Description

# South Florida Gateway Plat Infrastructure Site Plan

Requested by: KL Waterside LLC

Provides the framework for future industrial  
development

Consistent with the PUD Master Plan Approved on  
February 1, 2022



# Infrastructure Plan

- ▶ Approximately 180 acres
- ▶ Industrial land use
- ▶ Provides development criteria for: Lots for future development, Open Space, Building and lot coverage setbacks, Access and road construction, Stormwater Management, Infrastructure landscaping
- ▶ Does not provide for any vertical construction



**Project Team:**

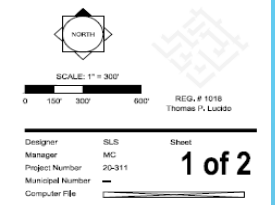
<b>Client &amp; Property Owner:</b>	FLU, Orlando 101 S. Orange Avenue, Suite 204 West Palm Beach, Florida 33411
<b>Lead Planner / Landscape Architect:</b>	Lucido & Associates 101 East Green Hills Blvd. Fort Lauderdale, Florida 33306
<b>Engineer:</b>	Damon Engineering 360 Central Ave., Suite 1100 St. Petersburg, Florida 33711
<b>Surveyor:</b>	GeoMark Surveying, Inc. 1112 N.W. 10th Street, Suite 100 Tampa, Florida 33606
<b>Traffic Engineer:</b>	Brown O'Rourke P.E. 1805 Federal Highway, Suite 602 Fort Lauderdale, Florida 33304
<b>Environmental Consultant:</b>	SW Consultants 180 SW Broward County Road 600 Fort Lauderdale, Florida 33306

**South Florida Gateway PUD**  
 Martin County, Florida

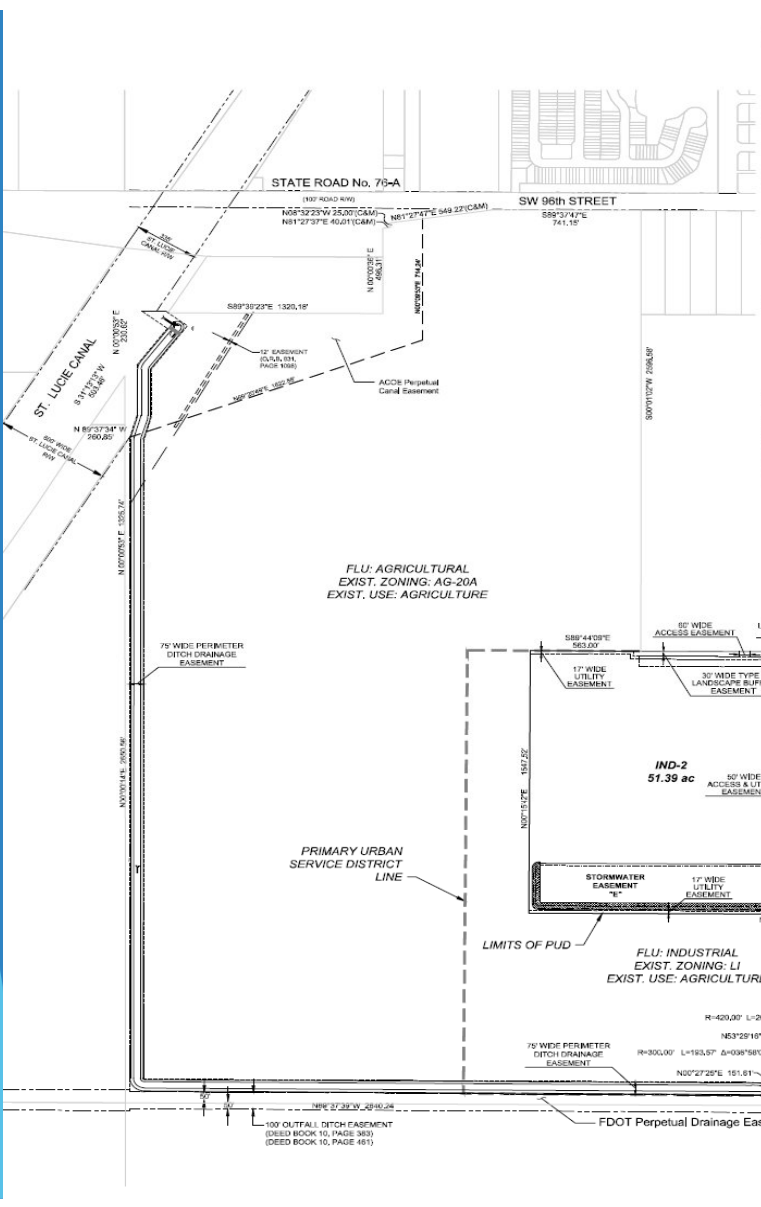
**Plat Infrastructure Final Site Plan**

**Date By Description**

3.11.2021	S.L.S.	Initial Submittal
7.1.2021	S.L.S.	Compliance Resubmittal
11.3.2021	S.L.S.	1st Resubmittal
2.8.2022	S.L.S.	2nd Resubmittal
4.4.2022	S.L.S.	3rd Resubmittal



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**Lot / Tract Data**

<b>A-1</b>	Total Site Area: 175,486 s.f. 4.03 ac. Impervious Area: 140,263 s.f. 3.22 ac. Buildings & Pavement: 57,518 s.f. 1.29 ac. Stormwater: 82,745 s.f. 1.87 ac. Pervious Area: 35,223 s.f. 0.81 ac. Landscape: 35,223 s.f. 0.81 ac.	<b>B-1</b>	Total Site Area: 753,317 s.f. 17.29 ac. Impervious Area: 602,654 s.f. 13.63 ac. Buildings & Pavement: 602,654 s.f. 13.63 ac. Pervious Area: 150,663 s.f. 3.46 ac. Landscape: 150,663 s.f. 3.46 ac.	<b>IND-1</b>	Total Site Area: 2,140,803 s.f. 49.15 ac. Impervious Area: 1,712,608 s.f. 38.76 ac. Buildings & Pavement: 1,226,303 s.f. 27.92 ac. Stormwater: 477,305 s.f. 10.84 ac. Pervious Area: 428,195 s.f. 9.83 ac. Landscape: 428,195 s.f. 9.83 ac.
<b>A-2 (ACCESS and BUFFER TRACT)</b>	Total Site Area: 126,943 s.f. 2.95 ac. Impervious Area: 102,914 s.f. 2.36 ac. Pavement: 152,914 s.f. 3.39 ac. Pervious Area: 25,729 s.f. 0.59 ac. Landscape: 25,729 s.f. 0.59 ac.	<b>B-2</b>	Total Site Area: 729,831 s.f. 16.76 ac. Impervious Area: 583,705 s.f. 13.40 ac. Buildings & Pavement: 519,871 s.f. 11.83 ac. Stormwater: 68,034 s.f. 1.47 ac. Pervious Area: 145,508 s.f. 3.35 ac. Landscape: 145,508 s.f. 3.35 ac.	<b>IND-2</b>	Total Site Area: 2,238,705 s.f. 51.39 ac. Impervious Area: 1,790,752 s.f. 41.11 ac. Buildings & Pavement: 1,385,644 s.f. 31.41 ac. Stormwater: 405,108 s.f. 9.20 ac. Pervious Area: 447,953 s.f. 10.26 ac. Landscape: 447,953 s.f. 10.26 ac.
<b>A-3 (ACCESS TRACT)</b>	Total Site Area: 62,186 s.f. 1.43 ac. Impervious Area: 49,749 s.f. 1.14 ac. Pavement: 48,749 s.f. 1.14 ac. Pervious Area: 12,437 s.f. 0.29 ac. Landscape: 2,437 s.f. 0.29 ac.	<b>C-1</b>	Total Site Area: 986,453 s.f. 22.85 ac. Impervious Area: 789,162 s.f. 18.12 ac. Buildings & Pavement: 789,162 s.f. 18.12 ac. Pervious Area: 197,291 s.f. 4.53 ac. Landscape: 197,291 s.f. 4.53 ac.		
<b>A-4 (PUBLIC RIGHT OF WAY)</b>	Total Site Area: 188,035 s.f. 4.32 ac. Impervious Area: 150,084 s.f. 3.45 ac. Pavement: 150,084 s.f. 3.45 ac. Pervious Area: 37,951 s.f. 0.86 ac. Landscape: 37,951 s.f. 0.86 ac.				
<b>A-5 (STORMWATER TRACT)</b>	Total Site Area: 436,788 s.f. 10.02 ac. Impervious Area: 349,339 s.f. 8.02 ac. Stormwater: 349,339 s.f. 8.02 ac. Pervious Area: 87,459 s.f. 2.00 ac. Landscape: 87,459 s.f. 2.00 ac.				

**Lake, Littoral and Upland Transition Zone Data**

Area	Perimeter	Littoral Zone	Upland Transition
Stormwater Easement "A"	38,796 sf	9,510 sf	9,510 sf
Stormwater Easement "C"	49,971 sf	19,030 sf	19,030 sf
Stormwater Easement "D"	337,864 sf	26,459 sf	26,490 sf
Stormwater Easement "E"	323,871 sf	31,770 sf	31,770 sf
Stormwater Pond "C"	340,648 sf	37,220 sf	37,220 sf

**Overall Site Data**

Total Site Area:	7,840,057 sf / 179.98 ac
Existing Zoning:	Limited Industrial
Proposed Zoning:	PUD
Future Land Use Designation:	Industrial
Existing User:	Vacant
Parcel Control Number:	14-39-40-000-01-50002-6 18-39-41-000-01-50000-7 18-39-40-000-003-00000-4 6

**Building Data**

**Building Setbacks**

Front:	25' From Lot Line
Rear:	25' From Lot Line
Side:	25' From Lot Line
Maximum Height:	40'-0"
Maximum Lot Coverage:	80%
Maximum Building Coverage:	50%

**Notes:**

- Installation of a 30' wide Landscape Buffer along Tracts A-1, A-2 and Lot B-2 and be completed in conjunction with the Final Stormwater Final Site Plan.
- Installation of the 30' wide Landscape Buffer on lot IND-1, IND-2 and C-1 shall be completed prior to the issuance of a CO on the respective lot.

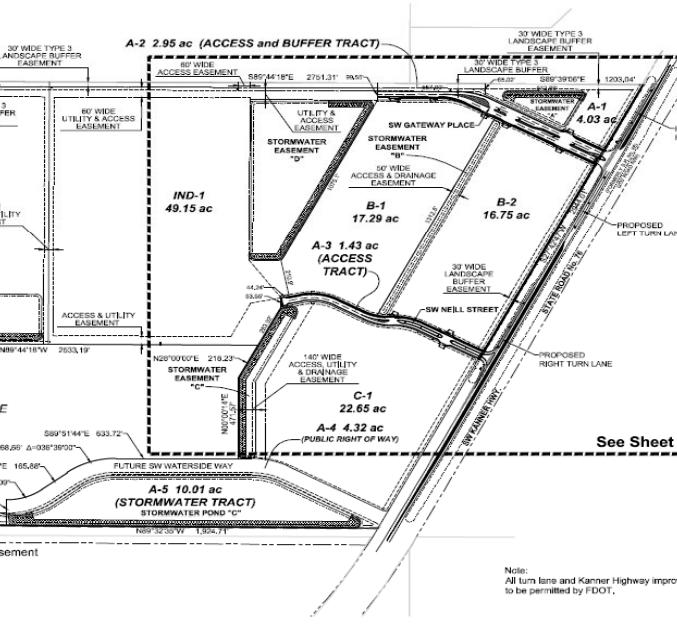
**Overall Open Space Data**

Total Site Area:	179.98 ac.
Minimum Required Open Space:	36.00 ac. (20.0%)
Open Space Provided:	65.18 ac. (36.2%)
Landscape:	1,988,928 s.f. 45.20 ac.
Stormwater:	1,271,178 s.f. 29.18 ac.

**Lot / Tract Areas / Projected Building Area\***

Lot / Tract	Total Area	Impervious Area	Building Area
IND-1	2,140,803 s.f. 49.15 ac.	1,712,608 s.f. 38.76 ac.	692,165 s.f. 15.88 ac.
A-1	175,486 s.f. 4.03 ac.	140,263 s.f. 3.22 ac.	591,115 s.f. 13.53 ac.
A-2 (ACCESS and BUFFER TRACT)	126,943 s.f. 2.95 ac.	102,914 s.f. 2.36 ac.	5,000 s.f. 0.11 ac.
A-3 (ACCESS TRACT)	62,186 s.f. 1.43 ac.	49,749 s.f. 1.14 ac.	N/A
A-4 (PUBLIC RIGHT OF WAY)	188,035 s.f. 4.32 ac.	150,084 s.f. 3.45 ac.	N/A
A-5 (STORMWATER TRACT)	436,788 s.f. 10.02 ac.	349,339 s.f. 8.02 ac.	N/A
B-1	753,317 s.f. 17.29 ac.	602,654 s.f. 13.63 ac.	285,120 s.f. 6.53 ac.
B-2	729,831 s.f. 16.76 ac.	583,705 s.f. 13.40 ac.	220,000 s.f. 5.04 ac.
C-1	986,453 s.f. 22.85 ac.	789,162 s.f. 18.12 ac.	22,850 s.f. 0.52 ac.

\* Projected building area per lot may vary at the time of Final Site Plan application subject to compliance with the overall traffic, drainage and open space thresholds detailed on this plan or within PUD agreement.



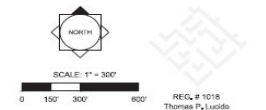


**Project Team:**

<b>Client &amp; Property Owner:</b>	KL Woodside 701 N. Dixie Avenue, Suite 104 West Palm Beach, Florida 33411
<b>Lead Planner / Landscape Architect:</b>	Lucido & Associates 701 East Ocean Boulevard Suite #1604 Fort Lauderdale, Florida 33315
<b>Engineer:</b>	Dixon Engineering 900 Central Ave., Suite 1100 St. Petersburg, Florida 33701
<b>Surveyor:</b>	Geofield Surveying, Inc. 412 W. New Haven Ave., Suite 100 Riviera Beach, Florida 33404
<b>Traffic Engineer:</b>	Sees O'Rourke P.L.L.C. 899 NE Federal Highway, Suite 412 Fort Lauderdale, Florida 33304
<b>Environmental Consultant:</b>	EW Core Inc. 108 NE University Commons Blvd #202 Fort Lauderdale, Florida 33304

**South Florida Gateway PUD**  
 Martin County, Florida  
**Plat Infrastructure Landscape Plan**

Date	By	Description
5/20/2021	SJM/W	Initial Submittal
7/21/2021	SJM/W	Completeness Submittal
11/22/2021	SJM/W	Revised per Comments
02/08/2022	KJC	Revised per Comments

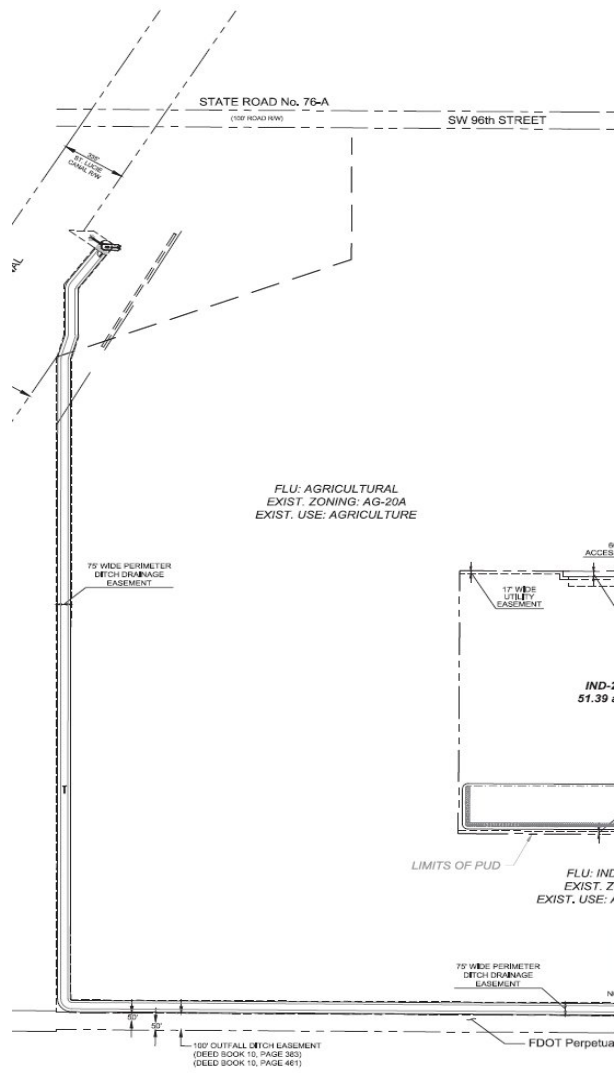


**Sheet Index:**

Sheet LA-1	Overall Plan
Sheet LA-2	Plant Schedule
Sheet LA-3	Typical Callouts & Details
Sheet LA-4	Typical Buffer Section
Sheets LA-3 + LA-13	Landscape Plans
Sheet LA-14	Tree Disposition Plans
Sheet LA-15	Landscape Details
Sheet LA-16	Landscape Specifications

Designer: SJM/W Street  
 Manager: MC  
 Project Number: 20411  
 Municipal Number: —  
 Computer File: South Florida Gateway - Landscape Plan.rvt

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**Landscape Notes:**

- Alternative plant species for required landscape may be permitted subject to review and approval by the Martin County Growth Management Department prior to installation.
- Any prohibited species or invasive species shall be removed from the entire site prior to the issuance of a Certificate of Occupancy.
- Required landscaping shall be installed prior to the issuance of a Certificate of Occupancy.
- No Open Space shall be used on this site for any other purpose other than as a 3' consistent buffer in all planting beds.
- Enhance landscaping beyond minimum requirements shall conform to applicable sections of the Martin County Landscape Development Regulations. All plantings shall be installed to Martin County Growth Management with Certification of Landscaping Installation and Maintenance.
- This plan has been designed to meet the tree planting requirements contained within the FPD document entitled "Tree Planting" in the right-of-way.
- For existing or proposed utility, no tree shall be planted where it could, at mature height conflict with overhead power lines.
- Large trees (trunk at maturity of more than 30") shall be planted no closer than a horizontal distance of 30' from the nearest overhead power line.
- Medium height trees (trunk at maturity between 20" and 30") shall be offset at least 30' and small trees (trunk at maturity of less than 20") require no offset.
- No live shrubs, hedges or vines shall be planted within 3' of an existing or proposed utility pole, guy wire or overhead transmission.
- Plants shall be planted at a distance equal to or greater than the average spread length (in feet) (2) feet from power lines.
- This species shall not be selected as to whether it conflicts with existing or proposed utility.
- Enhancements are required to landscape areas by retaining, bushes, mobile homes or trailers shall not be permitted, and require landscape areas shall not be used for the storage of or sale of materials or products or the parking of vehicles and equipment.
- The property owner, or successors in interest, or agent, if any, shall be jointly and severally responsible for the following:
  - Regular maintenance of all landscaping to be kept alive and in good condition and in a way that presents a neat, well-kept appearance. Landscaping shall be maintained free from disease, pests, weeds, and litter. Maintenance shall include watering, weeding, fertilizing, pruning, mowing, edging, mulching and other maintenance, as needed and in accordance with acceptable horticultural practices.
  - Repair or replacement of required walls, fences, or structures to a structure around condition.
  - Regular maintenance, repair or replacement, where necessary, of any screening or buffering required by this division.
  - Periodic maintenance to provide the establishment of harmful species within landscaping and preservation areas and.
  - Replacement of any required landscaping in assessment areas that may be disturbed by future maintenance.

**Irrigation Notes:**

- Adequate irrigation of landscape areas shall be provided for the first growing season and continue thereafter only as necessary to maintain required vegetation in good and healthy condition.
- Irrigation systems shall conform to the following standards: Irrigation systems shall be continuously maintained in working order and shall be designed not to overflow water zones or to water impervious areas.
- No irrigation system shall be installed or maintained during any public street which causes water from the system to overflow onto the roadway or to create passing vehicular traffic.
- Irrigation water source: "Permitted" only.
- Irrigation Plans shall be submitted with the certificate of completion prepared by a Landscape Architect per a Certification of Occupancy is granted.
- The proposed dry retention areas shall be provided with temporary irrigation. Other landscape areas and sodded areas shall be provided with permanent irrigation.

**Site Data**

Total Site Area:	7,840,057 sf / 179,958 ac
Existing Zoning:	Limited Industrial
Proposed Zoning:	PUD
Future Land Use Designation:	Industrial
Existing Use:	Vacant
Parcel Control Number:	14-03-10-005-001-400204 16-03-14-000-010-00105-7 16-03-14-000-005-000005-1
Total Development Lots:	6

**Overall Open Space Data**

Total Site Area:	179,958 ac.
Minimum Required Open Space:	36,00 ac., (20.2%)
Open Space Provided:	65,18 ac., (36.2%)
Landscape:	1,588,829 sq. ft., 36.00 ac.
Stormwater:	1,271,478 sq. ft., 29.18 ac.

**Landscape Data:**

**Infrastructure Landscape Area Required:**  
 1,295,403 SF (20%) = 299,081 SF

**Infrastructure Landscape Area Provided:**  
 1,142,740 SF  
 (Tract A-2, Tract A-3, Tract A-4 Stormwater, Lots A-1, B-2 & B-4 Buffer Areas, Stormwater Easements A, B, & D, and Drainage Easement C-1)

**Infrastructure Landscape Requirements**

**Infrastructure Site Developed Area:** 1,295,403 SF  
 (Tract A-2, Tract A-3, Tract A-4 Stormwater, Lots A-1, B-2, & B-4 Buffer Areas, Stormwater Easements A, B, & D, and Drainage Easement C-1)

**Required Trees:** 518 Trees

**Provided Trees:** 518 Trees\*

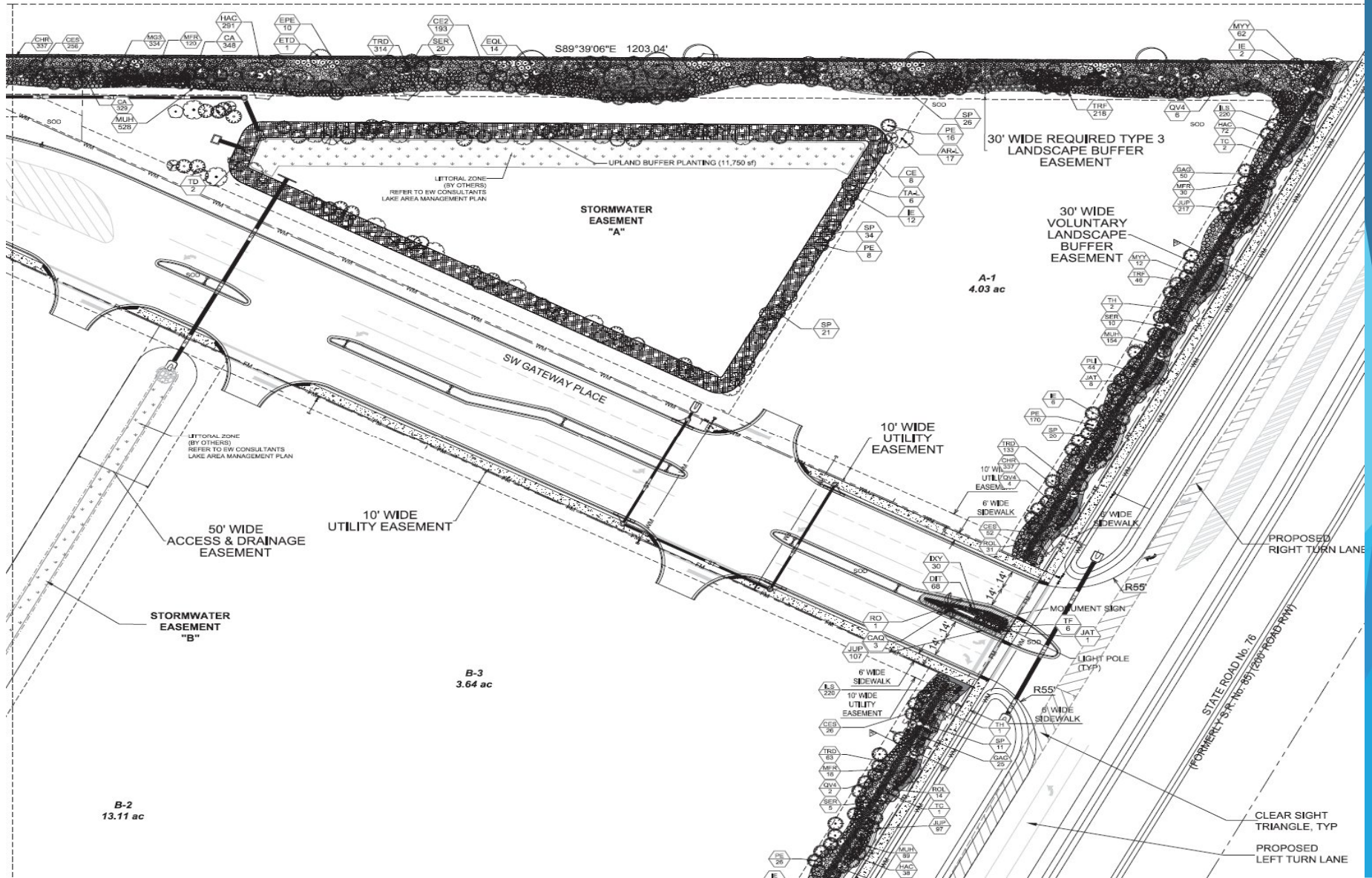
\*Includes Type 3 Buffer Trees  
 \*Does NOT include Upland and Upland Transition Trees

**Type 3 Buffer Requirements**

Buffer Area: (220 LF x 50' W)	40,868 sf
Trees Required 1 per 300 sf of Buffer Area (40,868 sf / 300 sf)	136 Trees
Trees Provided	136 Trees (80 Existing Tree Credits, See Sheet LA-14) (136 Native/100%)

**Shrubs Required**  
 34 per 300 sf of Buffer Area  
 (40,868 sf / 300 sf)

**Shrubs Provided**  
 4624 Shrubs  
 (4624 Native/100%)





MARTIN COUNTY, FLORIDA  
DEVELOPMENT REVIEW

STAFF REPORT

**A. / Application Information**

**SOUTH FLORIDA GATEWAY PUD  
PLAT INFRASTRUCTURE SITE PLAN**

Development review staff  
have found the application  
to be in compliance with  
all applicable codes

Applicant:	KL Waterside, LLC
Property Owner:	KL Waterside, LLC
Agent for the Applicant:	Lucido and Associates, Morris A. Crady, AICP
County Project Coordinator:	Peter Walden, AICP, Deputy Growth Management Director
Growth Management Director:	Paul Schilling
Project Number:	S265-002
Record Number:	DEV2021050007
Report Number:	2022_0425_S265-001_Staff_Final
Application Received:	07/07/2021
Transmitted:	07/02/2021
Staff Report:	08/09/2021
Resubmittal Received:	11/03/2021
Transmitted:	11/04/2021
Date of Report:	11/29/2021
Resubmittal Received:	02/15/2022
Transmitted:	02/15/2022
Date of Report:	03/16/2022
Revised Report:	04/25/2022

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Move that the Board receive and file the agenda item and its attachments including the staff report as Exhibit 1

Move that the Board approve the request for the South Florida Gateway PUD Plat Infrastructure Final Site Plan



## Agenda Item Summary

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**File ID:** 22-0525

**DEPT-1**

**Meeting Date:** 5/17/2022

---

**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.

**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**

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**TO:** Honorable Members of the Board of County Commissioners     **DATE:** May 10, 2022

**VIA:** Taryn Kryzda  
County Administrator

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

**REF:** 22-0525

**SUBJECT: OFFICE OF MANAGEMENT AND BUDGET ITEMS WHICH REQUIRE  
BOARD APPROVAL**

---

**PERMISSION TO APPLY**

1. **PERMISSION TO APPLY FOR THE INDIAN RIVER LAGOON NATIONAL ESTUARY PROGRAM (IRLNEP): FOR INDIAN RIVERSIDE PARK LIVING SHORELINE**

- **Requestor** – Martin County Coastal Division
- **Granting Agency** – IRLNEP
- **Project Description** – Martin County Coastal Management is requesting permission to apply to Indian River Lagoon National Estuary Program for Indian River Lagoon Hybrid Living Shoreline at Indian RiverSide Park for \$64,000 to complete design plans, permit RAI's, bid documents and public information sign at Indian Riverside Park within the Indian River Lagoon. The funding request from IRLNEP is for \$64,000 with a local share of \$59,000 (47.96%) to come from the shoreline management CIP budget.
- **Requested Grant award** – \$64,000
- **Budgetary Impact** – None at this time
- **Annual operating costs** – Staff time to administer the grant.

**ALTERNATIVE ACTION:**

- **Programmatic Implication if not approved** – The work described above will not be conducted.
- **Financial Fiscal impact if not approved** – Funds will not be expended.

**DOCUMENTS REQUIRING ACTION:**

- None

**RECOMMENDATION:**

- Move that the Board authorize staff to submit the Indian River Lagoon National Estuary Program Infrastructure Investment and Jobs Act for Indian River Lagoon Hybrid Living Shoreline at Indian RiverSide Park.

**PERMISSION TO ACCEPT**

**2. PERMISSION TO ACCEPT A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSPORTATION GRANT AGREEMENT AMENDMENT FOR FY21 SECTION 5311 NON-URBANIZED GRANT FUNDS**

**Agreement/Contract drafted by** – FDOT

**Parties to the Agreement/Contract** – FDOT and Martin County Board of County Commissioners

**Purpose of the Agreement/Contract** – This Public Transportation Grant Amendment is for \$115,907 and requires a County match of \$115,907 for a total project cost of \$231,814. These funds provide operating assistance for the Martin County Public transit bus service (Marty) in the non-urbanized area, specifically for the benefit of Indiantown residents.

**New/Renewal/Modified** – This is an amendment to contract G1W02

**Duration** – Upon execution through June 30, 2024

**Benefits to Martin County** – These funds support the Indiantown Public Transit Bus Route or otherwise known as Route 2.

**Cost to Martin County** – Staff time to administer the grant plus a \$115,907 match which was budgeted in the FY22 Public Works Transit Budget.

**ALTERNATIVE ACTION:**

- **Programmatic Implication if not approved** – Service would be reduced, discontinued or Martin County Board could continue the service with County funds.
- **Financial Fiscal impact if not approved** – The County would not receive \$115,907 from FDOT to operate the Indiantown bus route.

**DOCUMENTS REQUIRING ACTION:**

- Public Transportation Grant Agreement Amendment
- Resolution
- Budget Resolution

**RECOMMENDATION:**

- Move that the Board authorize the County Administrator or designee to execute the Public Transportation Amendment to the Grant Agreement G1W02 as well as any non-monetary grant related documents upon review and concurrence of the County Attorney's Office;
- Move that the Board adopt the Resolution; and
- Move that the Board adopt the Budget Resolution.

**REVIEWED BY COUNTY ATTORNEY'S OFFICE**

**3. PERMISSION TO ACCEPT THE FLORIDA BOATER IMPROVEMENT PROGRAM (FBIP) GRANT**

- **Agreement/Contract drafted by** – Florida Fish and Wildlife Conservation Commission
- **Parties to the Agreement/Contract** – Florida Fish and Wildlife Conservation Commission and Martin County Board of County Commissioners

- **Purpose of the Agreement/Contract** – Grant award of \$35,000 for funding of design, engineering, and permitting renovations and improvements to the boat ramp at the J & S Boat Ramp.
- **New/Renewal/Modified** – New
- **Duration** – Upon execution through June 30, 2024
- **Benefits to Martin County** – Facilitates the design, engineering, and permitting of planned Capital Improvements for the J & S Boat Ramp and the associated dock and pavement. These renovations are intended to ensure continued water access and boat launching facilities for the public to use.
- **Cost to Martin County** – Staff time to administer the grant. A \$36,000 match from Boat Ramp Renovation Program. This grant does not include project elements that would require an increase in the operational budget.

**ALTERNATIVE ACTION:**

- **Programmatic Implication if not approved** – Boat ramp and the associated dock and pavement will fall into disrepair and eventually become unusable or unsafe.
- **Financial Fiscal impact if not approved** – The County spends \$71,000 from reserves or ad valorem to design, engineer, and permit the renovations of this boat ramp.

**DOCUMENTS REQUIRING ACTION:**

- Grant Contract (2 copies)
- Budget Resolution

**RECOMMENDATION:**

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

**REVIEWED BY COUNTY ATTORNEY'S OFFICE**

**4. PERMISSION TO ACCEPT THE FLORIDA BOATER IMPROVEMENT PROGRAM (FBIP) GRANT**

- **Agreement/Contract drafted by** – Florida Fish and Wildlife Conservation Commission
- **Parties to the Agreement/Contract** – Florida Fish and Wildlife Conservation Commission and Martin County Board of County Commissioners
- **Purpose of the Agreement/Contract** – Grant award of \$50,000 for funding of design, engineering, and permitting renovations and improvements to the boat ramps at the Jensen Beach Causeway.
- **New/Renewal/Modified** – New
- **Duration** – Upon execution through June 30, 2024
- **Benefits to Martin County** – Facilitates the design, engineering, and permitting of planned Capital Improvements for the Jensen Beach Causeway boat ramps and the associated docks and pavement. These renovations are intended to ensure continued water access and boat launching facilities for the public to use.

- **Cost to Martin County** – Staff time to administer the grant. A \$51,000 match from Boat Ramp Renovation Program. This grant does not include project elements that would require an increase in the operational budget.

**ALTERNATIVE ACTION:**

- **Programmatic Implication if not approved** – Boat ramps and the associated docks and pavement will fall into disrepair and eventually become unusable or unsafe.
- **Financial Fiscal impact if not approved** – The County spends \$101,000 from reserves or ad valorem to design, engineer, and permit the renovations of these boat ramps.

**DOCUMENTS REQUIRING ACTION:**

- Grant Contract (2 copies)
- Budget Resolution

**RECOMMENDATION:**

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

**REVIEWED BY COUNTY ATTORNEY'S OFFICE**

**5. PERMISSION TO ACCEPT THE FLORIDA BOATER IMPROVEMENT PROGRAM (FBIP) GRANT**

- **Agreement/Contract drafted by** – Florida Fish and Wildlife Conservation Commission
- **Parties to the Agreement/Contract** – Florida Fish and Wildlife Conservation Commission and Martin County Board of County Commissioners
- **Purpose of the Agreement/Contract** – Grant award of \$40,000 for funding of design, engineering, and permitting renovations and improvements to the boat ramps at Charlie Leighton Park.
- **New/Renewal/Modified** – New
- **Duration** – Upon execution through June 30, 2024
- **Benefits to Martin County** – Facilitates the design, engineering, and permitting of planned Capital Improvements for Charlie Leighton Park boat ramps and the associated docks and pavement. These renovations are intended to ensure continued water access and boat launching facilities for the public to use.
- **Cost to Martin County** – Staff time to administer the grant. A \$39,000 match from Boat Ramp Renovation Program. This grant does not include project elements that would require an increase in the operational budget.

**ALTERNATIVE ACTION:**

- **Programmatic Implication if not approved** – Boat ramps and the associated docks and pavement will fall into disrepair and eventually become unusable or unsafe.

**BCC MEETING DATE:** May 17, 2022  
**AGENDA ITEM:** DEPT-1

- **Financial Fiscal impact if not approved** – The County spends \$79,000 from reserves or ad valorem to design, engineer, and permit the renovations of these boat ramps.

**DOCUMENTS REQUIRING ACTION:**

- Grant Contract (2 copies)
- Budget Resolution

**RECOMMENDATION:**

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

**REVIEWED BY COUNTY ATTORNEY'S OFFICE**

**OTHER OMB ITEM**

**6. TO APPROVE A BUDGET RESOLUTION TO AMEND THE FLORIDA EMS TRUST FUND GRANT TO ALLOCATE CARRYOVER DOLLARS FROM THE PREVIOUS YEAR**

The Board accepted their annual Florida Emergency Medical Services Trust Fund Grant on December 28, 2021. A budget resolution is needed to allocate the remaining grant and interest revenues in the amount of \$15,163.62 from the FY21 Florida Department of Health EMS Trust Fund grant to the FY22 EMS Trust Fund grant. The reallocation of these funds was approved by the Florida Department of Health.

**DOCUMENTS REQUIRING ACTION:**

- Budget Resolution

**RECOMMENDATION:**

- Move that the Board adopt the Budget Resolution.

**REVIEWED BY COUNTY ATTORNEY'S OFFICE**

**7. BUDGET RESOLUTION TO ACCEPT ADDITIONAL FUNDING FOR THE COMMUNITY SERVICES BLOCK GRANT (CSBG) - CARES GRANT**

At the January 5, 2021 BOCC meeting, the Board approved the acceptance of CSBG – CARES Grant funds from the St. Lucie County Board of County Commissioners. The St. Lucie County Board of County Commissioners would like to allocate additional funds to Martin County, slating Martin County to receive an additional \$24,438.67. This will be added to the initial \$116,936 that was received and approved in January 2021, giving Martin County a new total award of \$141,374.67 for the award period. Funding for this award period is scheduled for use through September 2022.

Martin County's original allocation is almost fully expended, as it was used to provide rental assistance to qualified residents. These additional funds will also be used to provide rental assistance to qualified residents.

**DOCUMENTS REQUIRING ACTION:**

- Budget Resolution

**RECOMMENDATION:**

- Move that the Board adopt the Budget Resolution.

**REVIEWED BY COUNTY ATTORNEY’S OFFICE**

**8. AUTHORIZING THE REFUNDING OF SERIES 2017D TAXABLE BANK LOAN**

**Background** – The County prepared and advertised a Request for Proposals (RFP) to issue its Capital Improvement Refunding Revenue Note, Series 2022 (Taxable) (the "2022 Note") in order to refund its outstanding Capital Improvement Revenue Note, Series 2017D (Taxable) (the "2017D Note") to generate net present value debt service savings. This fifteen-year Capital Improvement Revenue Note was issued on 1/20/2018 in an amount of \$15,033,000 for costs associated with the settlement of Lake Point.

The County received four (4) qualified responses to the RFP on April 21, 2022, listed in the summary below prepared by PFM Financial Advisors LLC (the "Financial Advisor").

**Analysis – Series 2017D Loan**



Martin County, FL  
 Refunding of Capital Improvement Revenue  
 Note, Series 2017D  
 RFP Summary

	JPMorgan Chase Bank, N.A.	Key Government Finance, Inc.
Contact Information	Dominic D'Amato Vice President 407-236-5440 dominic.damato@jpmorgan.com	David Zapata VP & East Region Manager David_Zapata@keybank.com
Taxable Interest Rate	3.14% - No Call Option 3.64% - 1-year Call Option 3.50% - 3-year Call Option 3.35% - 5-year Call Option	4.14%
Final Maturity Date	5/1/2033	5/1/2033
Interest Rate Fixed or Indicative?	Indicative	Fixed
Rate Locked to Closing, or Date to be Set	Rates subject to change until a rate lock letter agreement is executed	Rate Locked through a closing of May 28th assuming email confirmation by April 28th to enact Rate Lock
Prepayment Provisions	Various options, see above	Prepayable any time without penalty
Legal/Other Fees	\$8,500	\$0
Other Conditions & Notes	A) Subject to acceleration upon event of default B) Default Rate: Base Rate (higher of Prime Rate and 2.5% + SOFR) + 4.00% C) Audited Financial Statements due within 180 days of FYE D) May sell, assign, pledge or transfer all or a portion of the bond to one or more assignees	A) Audited Financial Statements due within 270 days of FYE B) Default Rate: 3% above current interest rate C) Proposal expires if not accepted by April 28th



Martin County, FL  
 Refunding of Capital Improvement Revenue  
 Note, Series 2017D  
 RFP Summary

	TD Bank, N.A.	Truist Financial Corporation
Contact Information	Lance Aylsworth 786-306-7404 Lance.Aylsworth@td.com	Andrew Smith Senior Vice President 704-954-1700 andrew.smith@truist.com
Taxable Interest Rate	3.81%	3.99%
Final Maturity Date	5/1/2033	5/1/2033
Interest Rate Fixed or Indicative?	Fixed	Fixed
Rate Locked to Closing, or Date to be Set	Rate Locked through a closing of May 20th assuming email confirmation by April 25th to enact Rate Lock	Rate valid through June 5th
Prepayment Provisions	Year 1: 102% prepayment penalty Years 2-3: 101% prepayment penalty After Year 3: No prepayment penalty	Prepayable any time without penalty
Legal/Other Fees	\$7,500	\$7,500
Other Conditions & Notes	A) Proposal expires if not accepted by April 25th B) Default Rate: 6% + Prime Rate (floor of 3%) C) Cross-Default language D) Audited Financial Statements due within 270 days of FYE E) Acceleration allowed for payment default	A) Default Rate: 2% above current interest rate B) Audited Financial Statements due within 270 days of FYE

Prepared by PFM Financial Advisors LLC

2 of 2

**Recommendation** – Of the four eligible proposals received, the Financial Advisor recommends JPMorgan Chase Bank, N.A. based on the net present value savings of \$555,170 and the lowest interest of 3.14% cost over the loan term.

The selection committee concurs with the Financial Advisor's recommendation to select JPMorgan Chase Bank, N.A to make a loan to the County as evidenced by the 2022 Note.

**Financial Fiscal impact** – Refinancing the 2017D Note will save the County \$555,170 over the term of the loan, the maturity date is not being extended beyond the initial note which had a 9/30/33 maturity date.

**DOCUMENTS REQUIRING ACTION:**

- Loan Documents
- Loan Resolution
- Budget Resolution

**RECOMMENDATION:**

- Move that the Board approve the issuance of the 2022 note;
- Move that the Board approve the Loan Documents;

**BCC MEETING DATE:** May 17, 2022  
**AGENDA ITEM:** DEPT-1

- Move that the Board approve the Loan Resolution;
- Move that the Board approve the Budget Resolution; and
- Authorize the execution of all related documents.

**9. UPDATING THE FINANCIAL GUIDELINES FOR CONDUIT BOND ISSUES**

Section V, part C of Processing, Validation, Public Hearings, Sale and Closing of Conduit Financing and Approval is being revised. Financing fee to be received from the borrower when Martin County serves as conduit issuer of the bonds were generally increased to conform to market comparables and better reflect the additional staff time and resources which are required.

**DOCUMENTS REQUIRING ACTION:**

- Financing Guidelines for Conduit Bond Issued or Approved by Martin County

**RECOMMENDATION:**

- Move that the Board approve the updated guidelines for financing fees.

**10. BUDGET TRANSFER AND CIP MODIFICATION REQUEST FROM UTILITIES DEPARTMENT**

The Utilities and Solid Waste Department is requesting Board's approval to modify the CIP sheet for the Solid Waste Equipment and to transfer \$300,000 from capital reserves the acquisition of an excavator replacing one destroyed by fire. Insurance reimbursement is expected and will be added to reserves when received.

**DOCUMENTS REQUIRING ACTION:**

- Budget Transfer
- CIP Sheet for the Solid Waste Equipment

**RECOMMENDATION:**

- Move that the Board approve modifications of the CIP sheet for the Solid Waste Equipment, as well as approve the corresponding budget transfer in the amount of \$300,000.

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at [www.martin.fl.us/accessibility-feedback](http://www.martin.fl.us/accessibility-feedback).





## Office of Management and Budget - Supplemental Memo Attachments

### Item #1 – PERMISSION TO APPLY FOR THE INDIAN RIVER LAGOON NATIONAL ESTUARY PROGRAM (IRLNEP): FOR INDIAN RIVERSIDE PARK LIVING SHORELINE

#### DOCUMENTS REQUIRING ACTION:

- None



## Office of Management and Budget - Supplemental Memo Attachments

### **Item #2 – PERMISSION TO ACCEPT A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC TRANSPORTATION GRANT AGREEMENT AMENDMENT FOR FY21 SECTION 5311 NON- URBANIZED GRANT FUNDS**

#### **DOCUMENTS REQUIRING ACTION:**

- Public Transportation Grant Agreement Amendment
- Resolution
- Budget Resolution

**PUBLIC TRANSPORTATION  
AMENDMENT TO THE PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> <u>425977-3-84-01</u>	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DU, LF <u>215</u>	FLAIR Category: <u>088774</u>
Contract Number: <u>G1W02</u>	Federal Award Date:	Object Code: <u>780000</u>	Org. Code: <u>55042010429</u>
CFDA Number: <u>20.509</u>	Agency DUNS Number: <u>71304562</u>	Vendor Number: <u>VF596000743013</u>	Amendment No.: <u>1</u>
CFDA Title: <u>Formula Grants for Rural Areas</u>			
CSFA Number: <u>N/A</u>			
CSFA Title: <u>N/A</u>			

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 4/1/2021 (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 to increase the Department's financial participation for Fiscal Year 2022, as allocated per Central Office, for 5311 operating assistance to Martin County BOCC for its non-urbanized area public transportation

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)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**AMENDMENT TO THE PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT**

- \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- \*Additional Exhibit(s):

**4. Project Cost.**

The estimated total cost of the Project is  increased/  decreased by \$231,814 bringing the revised total cost of the project to \$463,628.

The Department's participation is  increased/  decreased by \$115,907. The Department agrees to participate in the Project cost up to the maximum amount of \$231,814, and, additionally the Department's participation in the Project shall not exceed 50.00% 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.

AGENCY  
BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

TARYN KRYZDA, COUNTY ADMINISTRATOR

By: \_\_\_\_\_

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

Name: Steven C. Braun, P.E.

Title: Director of Transportation Development

SARAH W. WOODS, COUNTY ATTORNEY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: \_\_\_\_\_

\_\_\_\_\_

## EXHIBIT A

### Project Description and Responsibilities

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): providing 5311 funding for operating assistance to Martin County BOCC for its non-urbanized area public transportation.

**B. Project Location** (limits, city, county, map): Martin County BOCC /Stuart, FL/Martin

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Transfer funding from the Federal Transit Administration's to Subrecipient for the activities listed in attached budget and in the approved Subrecipient grant application. Support non-urbanized public transportation services.

**D. Deliverable(s):** 1) Refer to Exhibit C and Exhibit D of original PTGA/JPA.

2) Comply with Transparency Act, where applicable.

3) Recipients providing fixed-route service can segregate urbanized and non-urbanized miles based on route maps and allocate system-wide costs accordingly. Drivers' logs can be maintained to segregate mileage or hours inside and outside the urbanized area.

4) Certification verifying adoption of a System Safety Program Plan.

5) Quarterly reports submitted with invoices.

6) Submit invoice every three (3) months, at minimum.

7) A copy of the most recent active CTC agreement.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

**E. Unallowable Costs** (including but not limited to): candy, alcohol, decorations, greeting cards, lobbying, personal cell phone, office pattyies, entertainment, food, fans, coffee pots, portable heaters, refrigerators, microwave ovens, congratulatory telegrams, refreshments, banquets, catering, gifts/flowers, promotional items.

### **F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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  
 TRANSIT OPERATING ONLY**

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
425977-3-84-01	DU	088774	2021	780000	20.509	Formula Grants for Rural Areas	\$115,907.00
425977-3-84-01	LF	088774	2021	780000	20.509	Formula Grants for Rural Areas	\$115,907.00
425977-3-84-01	DU	088774	2022	780000	20.509	Formula Grants for Rural Areas	\$115,907.00
425977-3-84-01	LF	088774	2022	780000	20.509	Formula Grants for Rural Areas	\$115,907.00
<b>Total Financial Assistance</b>							<b>\$463,628.00</b>

**B. Operations Phase - Estimate of Project Costs by Budget Category:**

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$0	\$231,814	\$231,814	\$463,628
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
<b>Totals</b>	<b>\$0</b>	<b>\$231,814</b>	<b>\$231,814</b>	<b>\$463,628</b>

\* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

**C. Cost Reimbursement**

The Agency will submit invoices for cost reimbursement on a:

- Monthly
- Quarterly
- Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Paula Scott

Department Grant Manager Name

Signature

Date

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 H**

**AUDIT REQUIREMENTS FOR AWARDS OF FEDERAL FINANCIAL ASSISTANCE**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**CFDA No.:** 20.509  
**CFDA Title:** Formula Grants for Rural Areas

**\*Award Amount:** \$115,907  
**Awarding Agency:** Florida Department of Transportation  
**Indirect Cost Rate:**  
**\*\*Award is for R&D:** No

\*The federal award amount may change with amendments  
\*\*Research and Development as defined at 2 CFR §200.87

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING  
AUDIT REQUIREMENTS:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
[www.ecfr.gov](http://www.ecfr.gov)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE  
FOLLOWING:**

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse.xhtml>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse.xhtml>

MAP-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, P.L. 112-141  
[www.dot.gov/map21](http://www.dot.gov/map21)

Federal Highway Administration – Florida Division  
[www.fhwa.dot.gov/fldiv](http://www.fhwa.dot.gov/fldiv)

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
[www.fsr.gov](http://www.fsr.gov)



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

**RESOLUTION NUMBER \_\_\_\_\_**

**A RESOLUTION OF THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING  
THE EXECUTION OF A PUBLIC TRANSPORTATION AMENDMENT TO THE GRANT AGREEMENT  
G1W02 BETWEEN MARTIN COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION  
AUTHORIZED BY 49 U.S.C. AND OTHER FEDERAL STATUES FOR SECTION 5311 NON-URBANIZED  
AREA FORMULA FUNDS FOR OPERATING AND/OR CAPITAL ASSISTANCE**

**WHEREAS**, the Florida Department of Transportation (FDOT) has been delegated the authority to award State financial assistance for public transit projects by Chapter 341, of the Florida Statutes; and

**WHEREAS**, the Public Transportation Amendment to the Grant Agreement G1W02 for financial assistance will impose certain obligations upon Martin County, and will require Martin County to provide a portion of the local share of the project cost; and

**WHEREAS**, Martin County has or will provide all annual certifications and assurances to the Florida Department of Transportation required for the project;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners, Martin County, Florida:

- A. This Board hereby authorizes the County Administrator or designee to execute and deliver to the State of Florida Department of Transportation the Public Transportation Amendment to the Grant Agreement G1W02; and
- B. This Board hereby authorizes the County Administrator or designee to execute and deliver to the State of Florida Department of Transportation any non-monetary agreement and/or time extension upon review and concurrence of the County Attorney's Office.

DULY PASSED AND ADOPTED THIS 17th DAY OF MAY 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

\_\_\_\_\_  
CAROLYN TIMMANN,  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER

\_\_\_\_\_  
DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
SARAH W. WOODS, COUNTY ATTORNEY

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

**RESOLUTION NUMBER**

**RESOLUTION INCREASING THE FLORIDA DEPARTMENT OF TRANSPORTATION 5311 - FY21 NON-URBANIZED GRANT AGREEMENT  
G1W02 REVENUES AND APPROPRIATIONS**

**WHEREAS,** The Florida Department of Transportation is providing additional funding to the 5311-FY21 non-urbanized grant contract G1W02, in the amount of \$115,907 for operating assistance to Martin County Board of County Commission for its non-urbanized area public transportation; and

**WHEREAS,** Martin County is required to provide a local match of \$115,907; and

**WHEREAS,** Unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), F.S.;

**NOW, THEREFORE, BE IT RESOLVED,** BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT THESE REVENUES AND APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
<b>REVENUES:</b>						
128224	2204	33142	000		\$ 115,907.00	Federal Grants/Mass Transit
128224	2204	810001	000		\$ 115,907.00	Transfer from Fund 0001
<b>TOTAL:</b>					<b>\$ 231,814.00</b>	
<b>APPROPRIATIONS:</b>						
128224	2204	03400	544		\$ 231,814.00	Other Contractual Services
<b>TOTAL:</b>					<b>\$ 231,814.00</b>	

**DULY PASSED AND ADOPTED THIS 17th DAY OF MAY, 2022**

ATTEST:

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

\_\_\_\_\_  
Carolyn Timmann, Clerk of the Circuit Court and Comptroller

\_\_\_\_\_  
Doug Smith, Chairman

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

May 17, 2022 Dept-1  
Agenda Date Item Number

\_\_\_\_\_  
Sarah W. Woods, County Attorney

\_\_\_\_\_  
Batch Number Input Date



## Office of Management and Budget - Supplemental Memo Attachments

### Item #3 – PERMISSION TO ACCEPT THE FLORIDA BOATER IMPROVEMENT PROGRAM (FBIP) GRANT

#### DOCUMENTS REQUIRING ACTION:

- Grant Contract (2 copies)
- Budget Resolution

**STATE OF FLORIDA  
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

**AGREEMENT NO. 21104**

<b>CFDA Title(s):</b> N/A	<b>CFDA No(s):</b> N/A
<b>Name of Federal Agency(s):</b> N/A	
<b>Federal Award No(s):</b> N/A	<b>Federal Award Year(s):</b> N/A
<b>Federal Award Name(s):</b> N/A	
<b>CSFA Title(s):</b> Florida Boating Improvement Program	<b>CSFA No(s):</b> 77.006
<b>State Award No(s):</b> 21104	<b>State Award Year(s):</b> 2021
<b>State Award Name(s):</b> Boat Ramp Renovations to the J & S Boat Ramp	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter “**Commission**,” and the Martin County Board of County Commissioners, FEID # 59-6000743, whose address is 2401 SE Monterey Road, Stuart, FL 34996, hereinafter “**Grantee**.”

**WHEREAS**, the Commission and Grantee have partnered together to design, engineer, and permit renovations and improvements to the J&S Boat Ramp on Lake Okeechobee in Martin County, Florida; and,

**WHEREAS**, Grantee has been awarded Florida Boating Improvement Program #21104; and,

**WHEREAS**, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

**NOW THEREFORE**, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

**1. PROJECT DESCRIPTION.**

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission’s request for competitive or other grant proposals, the Grantee’s response is hereby incorporated by reference.

## 2. PERFORMANCE.

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph eight (8) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

## 3. AGREEMENT PERIOD.

**A. Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 06/30/2024. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, pre-award costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

## 4. COMPENSATION AND PAYMENTS.

**A. Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$35,000.

**B. Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph ten (10), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

- C. Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph ten (10), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.
- D. Match.** Pursuant to grant program guidelines, the Grantee is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.
- E. Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.
- F. State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.
- G. Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.
- H. Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.
- I. Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

<https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

- J. Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

**5. RETURN OR RECOUPMENT OF FUNDS.**

- A. Overpayment to Grantee.** Pursuant to Section 215.971(1)(e) &(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager and made payable to the "The Florida Fish and Wildlife Conservation Commission".
- B. Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

**6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.**

- A. Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.
- B. Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Grantee acknowledges that Property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

**7. MONITORING.**

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal

monitoring terms and conditions are found in Attachment B, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

## 8. TERMINATION.

- A. **Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.
- B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.
- C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.
- E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

## 9. REMEDIES.

- A. **Financial Consequences.** In accordance with Sections 215.971(1)(a) &(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.



- B. Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

**10. NOTICES AND CORRESPONDENCE.**

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

**FOR THE COMMISSION:**

Grant Manager  
 Brian Weinstein  
 Grants Specialist  
 FL Fish & Wildlife Conservation Commission  
 620 S. Meridian Street  
 Tallahassee, FL 32399  
 (850) 488-5600  
  
 FBIP@MyFWC.com

**FOR THE GRANTEE:**

Grant Manager  
 Mark Lynch  
 Deputy Director, Parks & Recreation  
 Martin County Board of County Commissioners  
 2401 SE Monterey Road  
 Stuart, FL 34996  
 (772) 221-2349  
 Fax: (772) 221-1333  
 mlynch@martin.fl.us

**11. AMENDMENT.**

- A. Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.
- B. Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee’s cost or time shall require an Amendment. Minor changes, such as those updating a Party’s contact information, may be accomplished by a Modification.
- C. Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

**12. PROPERTY RIGHTS.**

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

**A. Intellectual and Other Intangible Property.**

- i. Grantee’s Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee’s preexisting property will remain with the Grantee.

- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.
- iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

**B. Purchase or Improvement of Real Property**

This agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

- i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.
- ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.
- iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

**C. Non-Expendable Property.** The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, “non-expendable property” is the same as “property” as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **\$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of **\$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **\$250.00** or more).
- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the

Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

**D. Equipment and Supplies.** The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

- i. Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).
- ii. Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **\$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.
- iii. Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed.

**13. RELATIONSHIP OF THE PARTIES.**

- A. Independent Grantee.** The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.
- B. Grantee Training and Qualifications.** Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.
- C. Commission Security.** All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
- D. Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.
- E. Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

**14. SUBCONTRACTS.**

- A. Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
- C. Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.
- D. Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State of Florida.

**15. MANDATORY DISCLOSURE.**

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

- A. Disclosure of Interested State Employees and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.
- B. Convicted Vendors.** Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

- i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.
- iii. **Vendors on Scrutinized Companies** Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**D. Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.” Section 287.134(2)(a), F.S. Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

**E. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to the Commission’s Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee’s ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee’s ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

- F. Certain Violations of Federal Criminal Law.** If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

**16. INSURANCE.**

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

**17. SPONSORSHIP.**

As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

**18. PUBLIC RECORDS.**

- A.** All records in conjunction with this Grant shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.
- B.** This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.
- C.** If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:
- i. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399.**
  - ii.** Keep and maintain public records required by the Commission to perform the service.
  - iii.** Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

- iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
- v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

## 19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Grantee, and any subcontractor to the Grantee, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

## 20. SECURITY AND CONFIDENTIALITY.

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

## 21. RECORD KEEPING REQUIREMENTS.

- A. **Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.
- B. **State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

- C. **Grantee Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.
- D. **Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.
- E. **Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: <http://www.USASpending.gov>. Grant recipients awarded a new Federal grant greater than or equal to **\$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

## 22. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment B, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

## 23. FEDERAL COMPLIANCE.

As applicable, Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

- A. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
- B. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants that have been illegally taken, possessed, transported or sold.
- C. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.
- D. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment,



transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

- E. Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a “taking” of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

**24. FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.**

- A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.
- B. Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- C. Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **\$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.
- D. Copeland “Anti-Kickback Act.”** The Copeland “Anti-Kickback” Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **\$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- E. Contract Work Hours and Safety Standards Act.** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **\$2,000.00**, and in excess of **\$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- F. Rights to Inventions Made Under a Contract or Agreement.** 37 CFR Part 401. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or subrecipient must comply with

the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- G. Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
- H. Debarment and Suspension Contractor Federal Certification.** In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Grantee certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.
- I. Prohibition against Lobbying.**
- i. Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Grantee also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Grantee with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Grantee has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Grantee shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Grantee shall file an updated declaration with the Commission’s Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Grantee shall submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
  - ii. Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.
- J. Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

- K. **Drug Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, the Grantee attests and certifies that the Grantee will provide a drug-free workplace compliant with 41 U.S.C. 81.

**25. CONTRACT-RELATED PROCUREMENT.**

- A. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- B. **Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

- C. **Procurement of Recycled Products or Materials.** Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

**26. PROFESSIONAL SERVICES.**

- A. **Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or

registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

- B. Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**27. INDEMNIFICATION.**

If Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Grantee is not a state agency or subdivision as defined above, Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.06 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

**28. NON-DISCRIMINATION.**

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

**29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

**30. NO THIRD-PARTY RIGHTS.**

The Parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

**31. JURY TRIAL WAIVER.**

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

**32. PROHIBITION OF UNAUTHORIZED ALIENS.**

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

**33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

- A. Requirement to Use E-Verify.** Section 448.095(2) Florida Statute requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Purchase Order term; and 2.) include in all subcontracts under this Purchase Order, the requirement that subcontractors performing work or providing services pursuant to this Purchase Order utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- B. E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. The Department of Homeland Security's E-Verify system can be found online at <https://www.e-verify.gov>.
- C. Enrollment in E-Verify.** As a condition precedent to entering a Purchase Order with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Purchase Order not being issued, or if discovered after issuance, termination of the Purchase Order.
- D. E-Verify Recordkeeping.** The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
- E. Employment Eligibility Verification & Compliance.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Purchase Order and the Commission may treat a failure to comply as a material breach of the agreement. If the Commission terminates the Purchase Order pursuant to Section 448.095(2)(c) Florida Statute, the contractor may not be awarded a public contract for at least 1 year after the date on which the

contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Purchase Order.

**34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.**

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

**35. TIME IS OF THE ESSENCE.**

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

**36. ENTIRE AGREEMENT.**

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

Florida Fish and Wildlife Conservation  
Commission

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

\_\_\_\_\_  
Executive Director (or designee)

Name: \_\_\_\_\_

\_\_\_\_\_  
CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

\_\_\_\_\_  
DOUG SMITH, CHAIRMAN

Title: \_\_\_\_\_

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

Date: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
SARAH W. WOODS, COUNTY ATTORNEY

*Brandy E. Elliott*

\_\_\_\_\_  
FWC Attorney Signature

Attachments in this Agreement include the following:

- Attachment A Scope of Work
- Attachment B Requirements of the Federal and Florida Single Audit Acts, Exhibit 1
- Attachment C Monitoring Guidelines
- Attachment D Cost Reimbursement Requirements
- Attachment E Boating Access Performance Tracking and Reporting Forms
- Attachment F Notice of Grant Agreement / Site Dedication Form

## SCOPE OF WORK

### 1. PROJECT DESCRIPTION

- A. Purpose and Background:** The Martin County Board of County Commissioners (Grantee) will use grant funds to design, engineer, and acquire permits for the renovation of the J&S Boat Ramp in Martin County, Florida.
- B. Project Benefits:** This project will result in a final design and permitting of renovations to the J & S boat ramp. Renovations will result in reduced risk of accidents and injuries as well as increase usage of the ramp and economic benefit to the community.
- C. Type of Agreement:** This is a cost reimbursement agreement in accordance with Cost Reimbursement Contract Payment Requirements attached hereto and made a part hereof as Attachment D. Requirements are outlined in the Department of Financial Services, Bureau of Accounting and Auditing, *Reference Guide for State Expenditures*.
- D. Term of Agreement:** The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until June 30, 2024. Prior to the end of term, Grantee shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by June 30, 2024.**

### 2. PROJECT DELIVERABLES

Total payments for all deliverables will not exceed the maximum grant award amount of \$35,000.

- A. Deliverable 1:** The Grantee will, through own staff or through contracted services, design and engineer plans for improvements to the J&S Boat Ramp.

**Deliverable 1 Tasks:**

- The Grantee will complete all required environmental surveys and assessments: geophysical, biological, geotechnical, and engineering;
- Create draft conceptual and project design plans to be approved by FBIP grant manager;
- Upon approval, create final plans for the replacement ramp.

**Compensation:** Total payment for this deliverable will not exceed \$30,000.

**Minimum Performance:** Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance.

**Documentation:** Documentation includes an attestation of activities or services rendered and proof of payment. The Grantee shall provide topographic and bathymetric surveys conducted; draft plans; and final plans to the FBIP grant manager. See FWC Cost Reimbursement Contract Payment Requirements, Attachment D, for additional details on supporting documentation.

- B. Deliverable 2:** The Grantee will, through own staff or through contracted services, acquire all permits required for improvements to the J&S Boat Ramp.

**Deliverable 2 Tasks:**



- The Grantee will prepare and submit applications to the Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (ACOE), and any other agencies that require permitting be applied for, and;
- Upon receipt of approval or other notices by the permitting agencies, provide copies to the FBIP grant manager.

**Compensation:** Total payment for this deliverable will not exceed \$5,000.

**Minimum Performance:** Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 – Performance.

**Documentation:** Documentation includes an attestation of activities or services rendered and proof of payment. The Grantee shall provide documented proof of contracted services rendered; copies of applications to permitting agencies, and; copies of approved permits or other actions taken by permitting agencies. See FWC Cost Reimbursement Contract Payment Requirements Attachment D for additional details on supporting documentation.

### 3. FINANCIAL CONSEQUENCES

- A. Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection. Only those tasks completed, or items purchased and received in accordance with the scope of work and within the agreement period of performance will be eligible for reimbursement. Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-compliant with terms and payment will not be processed.
- B. In addition to nonpayment for tasks which are not satisfactorily or timely completed, or for failure to correct any project deficiencies, as noted in the final project inspection, the Commission will impose a financial consequence of twenty-five percent (25%) of the total contract amount for failure to complete any tasks satisfactorily or timely, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission employee verifying that the project was completed according to the project scope of work.
- C. Failure of Grantee to have all receipts and evidence of project performance reflecting costs were incurred within the period of performance may jeopardize payment of funds to the Grantee per the Agreement.
- D. Following the end of the term of this Agreement, the Grantee shall repay any Program funds received for the Project for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for a period of twenty (20) years. This section shall survive any Agreement termination.

### 4. PERFORMANCE

- A. **Permit Requirements:** The Grantee agrees to adhere to all federal, state, county and city permit requirements of the Project.
- B. **Procurement:** The Grantee shall procure goods and services through a competitive solicitation

process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission's grant manager for review prior to soliciting for quotations or commencing any work. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's grant manager, to retain in their own records.

- C. Engineering:** If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws. The Grantee agrees to adhere to all federal, state, county and city requirements of the Project and all requirements of the 2010 Standards issued pursuant to the Americans with Disabilities Act, 1003 – Recreational Boating Facilities. Standard 235.3 for Accessible Design requires that where boarding piers are provided at boat launch ramps, no fewer than one must be accessible. When compliance with ADA wheelchair accessibility requirements is in question with regard to reimbursable costs under this Agreement, the Commission may engage a third-party engineer at its own expense to review the design and report to the Commission concerning compliance. The Commission's determination based on this review will be final.
- D. Construction:** If applicable, the Contractor shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this contract and shall provide evidence of such certification upon request.
- E. Commencement of Work:** The Grantee shall commence work on the Project within ninety (90) days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the Commission.
- F. Performance Criteria:** The Grantee shall complete the Project as described in this Scope of Work and Florida Boating Improvement Program Application 21-009, incorporated herein by reference, according to any bid specifications. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.
- G. Certificate of Completion:** Within thirty (30) calendar days following completion of all Project deliverables, the Grantee shall sign and submit to the Commission's grant manager, a Certification of Completion Statement, attached hereto and made a part hereof as Attachment E, Form 5 which certifies the Project was completed in accordance with the provisions herein. Final photographs shall be submitted with the Certification of Completion Statement, Attachment E, Form 5.
- H. Project Close-out Report:** In addition to the Certificate of Completion and photos, within thirty (30) calendar days the Grantee shall submit the Project Close-Out Report Form, attached hereto and made a part hereof as Attachment E, Form 6. If any costs were determined by FWC to be ineligible after reimbursement, a refund check is also due within thirty (30) calendar days, mailed to: Grants & Revenue Section, FWC, 620 S. Meridian Street, Tallahassee, Florida 32399 and a photo copy of the check must accompany the Close-Out Report, Form 6.
- I. Site Dedication:** For construction grants, but not for grants which involve only design, engineering, permitting, or for grants for the installation of waterway markers or other projects on sovereign submerged lands, the Grantee agrees to dedicate the project site as a boat access facility for the use and benefit of the public as a condition of receiving funds under this Agreement. The Notice of Grant Agreement Form (Site Dedication) is attached hereto and made a part hereof as Attachment F. If required, the Grantee shall execute and record this document in the official records of the

County where the Project is located. As proof of the site dedication, a copy of the recorded document shall be submitted to the Commission in addition to the Certificate of Completion, Attachment E, Form 5.

Final reimbursement or 25% of the award, whichever is greater, shall be withheld until receipt of Site Dedication AND Certificate of Completion. Following this initial site dedication, the project site shall remain a public boat access facility for a period not less than twenty (20) years following the date the Site Dedication was recorded. Land under control other than by ownership by the Grantee (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Grantee as a public boat access facility for the entirety of this site dedication period surviving the Agreement termination. Grantee agrees to secure all authorizations necessary for continuing use and management of the property for the duration of this site dedication period. Title to all improvements shall be retained by the Grantee upon final payment by the Commission.

The Grantee shall repay all funds received for the Project under this Agreement for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for the duration of the site dedication period. Should the Grantee convert all or any part of the Project to other than Commission approved uses prior to the end of this site dedication period, or should the Grantee lose authorization to use and manage the property on which the Project is completed before the end of the site dedication period, the Grantee shall replace the area, facilities, resource or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes or the Grantee loses authorization to use and manage the property on which the Project is completed within the site dedication period and Grantee has not replaced the Project with a like project acceptable to the Commission, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project.

Site dedication, the site dedication period, and all terms of this section survive any Agreement termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

- J. Acknowledgement:** Upon completion of the Project, and prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain a permanent sign, not less than three (3) feet by four (4) feet in size, displaying the Commission's logo acknowledging the Commission and the Florida Boating Improvement Program as a funding source for the Project. Any other form of acknowledgement must be approved in writing by the Commission's grant manager. Such acknowledgement shall be maintained for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the sign or acknowledgement be damaged, removed or destroyed, the Grantee shall, at its expense, replace it within ninety (90) days. Should the Grantee fail to maintain such acknowledgement other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. The Grantee shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to displaying on site. Language to place on the sign shall include: This Project was funded by the Florida Fish and Wildlife Conservation Commission through the Florida Boating Improvement Program. This section survives any Agreement termination.
- K. Directional Signs:** Prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain directional signs, approved by the Commission, on main public highways to direct public users to each boating facility funded through the Program regardless of which portion

of the Project the Program funded. The Grantee agrees to provide and maintain such signs at its expense for the entirety of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the signs be damaged, removed or destroyed, the Grantee shall, at its expense, replace them within ninety (90) days. Should the Grantee fail to erect and maintain such signs other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This requirement can be waived by the Commission’s Grant manager, in writing, if the Grantee receives a written denial from the Florida Department of Transportation for the installation of the signs. This section survives any Agreement termination.

**5. BUDGET**

**A. Project Budget:** For satisfactory completion of the tasks and deliverables described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$35,000. All amounts noted in the budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission’s Grant manager in writing prior to the deviation. The Grantee shall be reimbursed only for budgeted eligible expenses incurred during the Agreement Period that are directly related to the Project.

Deliverable		FBIP Request	Grantee Cost Share	Total (FBIP + Cost Share)
	Administration (Project Management)	\$0	\$0	\$0
1	Contracted Services	\$30,000.00	\$29,000.00	\$59,000.00
2	Permitting & Project Inspection Fees	\$5,000.00	\$7,000.00	\$12,000.00
	Site Preparation	\$0	\$0	\$0
	Demolition & Removal	\$0	\$0	\$0
	Construction	\$0	\$0	\$0
	Equipment (Rental or In-Kind Use)	\$0	\$0	\$0
	Contingency Costs	\$0	\$0	\$0
	Other Costs	\$0	\$0	\$0
	Pre-Award Costs	\$0	\$0	\$0
	<b>TOTAL</b>	<b>\$35,000.00</b>	<b>\$36,000.00</b>	<b>\$71,000.00</b>
	<b>PERCENTAGE</b>	<b>49.3%</b>	<b>50.7%</b>	<b>100.0%</b>

**B. Cost Share:** The Grantee agrees to provide 50.7% of the cost of the total cost of the project as indicated in FBIP Grant Application No. 21-009. The total compensation by the Commission shall be \$35,000 or 49.3% of the total cost, whichever is less.

**C. Pre-Award Costs:** The Martin County Board of County Commissioners was selected by the Florida Boating Improvement Program Evaluation Committee to move forward in the Florida Boating Improvement Program application process. No pre-award costs are authorized under the terms of this Agreement.

**6. COMPENSATION AND PAYMENT**

**A. Fee Schedule:** This section is not applicable

- B. Travel Expenses:** No travel expenses are authorized under the terms of this Agreement.
- C. Cost Reimbursement:** This is a cost reimbursement agreement. The total approved estimated project cost for the Project is \$71,000.00. The Commission agrees to reimburse the Grantee for an amount not to exceed \$35,000.00 or 49.3% of the total cost for the Project, whichever is less for satisfactory completion by the Grantee of the Project. The Grantee agrees to provide a minimum of \$36,000.00 or 50.7% toward completion of the Project and shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project.
- D. Invoice Schedule and Payment:** Invoices may be submitted upon the completion of at least one deliverable listed in the scope of work. The Commission shall have up to thirty (30) days to inspect and approve the Project's deliverables once reported complete by the Grantee. If there are deficiencies noted in the Project inspection, these shall be corrected by the Grantee prior to payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

Within thirty (30) days of completion of all Project deliverables, the Grantee shall report the Project complete by submitting all required documentation for reimbursement and Close-out. **Final payment shall be contingent upon the Commission's Grant manager receiving and accepting the:**

- **Final Request for Reimbursement (Attachment E, Form 2) and supporting documentation,**
- **Certification of Completion Form (Attachment E, Form 5) with required photos,**
- **Close-Out Report (Attachment E, Form 6),**
- **FWC final inspection of the Project, and**
- **Recorded Notice of Grant Agreement (Attachment F) reflecting site dedication, if required, as described herein.**

Final reimbursement or 25% of award, whichever is greater, shall be withheld until receipt and acceptance of all required documents.

- E. Forms and Documentation:** After receiving acceptance of deliverable completion from the Commission's Grant manager, the Grantee may submit a Reimbursement Request, Attachment E, Form 2.

Grantees shall submit a Detail of Claims, Attachment E, Form 3 for each deliverable requested for reimbursement. Reimbursement forms and supporting documentation must clearly identify the dates of services, a description of the specific Agreement deliverable(s) provided during the reporting period, an itemized list of expenditures, budget category of each expenditure, the payment amount requested as match or grant reimbursement, the Commission's Agreement Number and the Grantee's Federal Employer Identification (FEID) Number.

The Grantee must submit and maintain original supporting documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under any other state or federal funding source. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, original receipts, invoices, cancelled checks or EFT records, bank statements or copies of general ledgers. See FWC Cost Reimbursement Contract Payment Requirements for additional details on supporting documentation which is attached hereto and made a part hereof as Attachment D.

The Commission’s grant manager shall have up to ten (10) days to review and approve the invoice for payment. Any errors or insufficient supporting documentation included with the invoice will delay payment and the thirty (30) days to review by the Commission may begin again.

**7. MONITORING SCHEDULE**

- A. Compliance Monitoring and Corrective Actions:** The Commission will monitor the Grantee’s service delivery to determine if the Grantee has achieved the required level of performance. For additional information see Attachment C Monitoring Guidelines. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice within thirty (30) days. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice or submit a Corrective Action Plan if additional time is required. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.
- B. Site Inspections:** The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission’s grant manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission’s grant manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for reimbursement.

The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement and for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility. This section shall survive any Agreement termination.

- C. Project Maintenance:** The Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in this Agreement for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. This section shall survive any Agreement termination.
- D. Project Progress Reports:** Starting the first quarter after the date the Agreement is executed, the Grantee shall submit to the Commission, on a quarterly basis, Quarterly Reports outlining the progress of the Project (financial and programmatic), identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Quarterly Report Forms attached hereto and made a part hereof as Attachment E, Form 1A & 1B. Progress report are required until the Certification of Completion is submitted, even if work is complete. Reports are due to the Commission’s grant manager according to the following schedule:

**Reporting Period**  
 January through March  
 April through June

**Report due by:**  
 April 15<sup>th</sup>  
 July 15<sup>th</sup>

July through September  
October through December

October 15<sup>th</sup>  
January 15<sup>th</sup>

**E. Annual Reports:** Following completion of a Construction Project, but not a project that involves only design, engineering, and permitting, or for grants for the installation of waterway markers or other projects on sovereign submerged lands, the Grantee shall submit to the Commission an annual report on June 30<sup>th</sup> of each year until the end of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. The Post Award Use and Access Annual Report Form attached hereto and made a part hereof as Attachment E, Form 7 shall be used to fulfill this annual requirement and shall be sent electronically to [FBIP@MyFWC.com](mailto:FBIP@MyFWC.com) or by mail to Attn: FBIP Administrator, FWC, 620 S. Meridian St., Tallahassee, FL 32399. This annual report shall include a description of the condition of any facilities funded with Program funds including any major repairs to the facilities; the amount of revenue collected from any permits or fees for the use of the facilities; and an estimate of the number of users of the facilities. Should the Grantee fail to complete and submit these annual reports, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This section survives any Agreement termination.

## **8. INTELLECTUAL PROPERTY RIGHTS**

No additional requirements. Refer to Section 12 of the Agreement.

## **9. SUBCONTRACTS**

Subcontractors shall be reported to the Commission's Grant manager on the Subcontractor List, Attachment E, Form 8 prior to commencing work. Grantees shall additionally submit a No Conflict of Interest statement for each subcontractor to the Commission's Grant manager. Refer to Section 14 of the Agreement.

## **10. INSURANCE**

No additional requirements. Refer to Section 16 of the Agreement.

## **11. SECURITY AND CONFIDENTIALITY**

No additional requirements. Refer to Section 20 of the Agreement.

## **12. RECORD KEEPING REQUIREMENTS**

Records shall be maintained for ten (10) years following the completion of a construction Project, or five (5) years following the completion of a non-construction Project. Completion of the Project has occurred when all reporting requirements are satisfied, and final payment has been received by the Grantee, as documented by the date of the Closeout Letter issued by the FWC Grant manager. Refer to Section 21 of the Agreement.

## **13. NON-EXPENDABLE PROPERTY**

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

## **14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY**

Refer to Section I, Site Dedication, above in Section 4, Performance.

## 15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

- A. Fees:** The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement as well as the term of the site dedication period in Section I, Site Dedication, above in Section 4, Performance to ensure that fees are comparable and reasonable, and that funds collected are not reallocated or diverted to any non-boating access related purpose. This section survives any Agreement termination.
- B. Drug-Free Workplace Requirement for Construction Contractors:** Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.
- C. Contractor Eligibility:** All contractors shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this Agreement and shall provide evidence of such certification to the Commission upon request.

(Remainder of page left blank intentionally.)



## AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Subrecipient may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Subrecipient will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

### MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter “OMB Uniform Guidance” and Section 215.97, F.S., as revised (see “AUDITS” below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

### AUDITS

**PART I: FEDERALLY FUNDED.** If this Agreement includes a Federal award, then the following provisions apply:

- A. This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.
- B. In the event that the Subrecipient expends **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Subrecipient conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.
- C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
- D. If the Subrecipient expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in

accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than Federal entities).

- E. Such audits shall cover the entire Subrecipient's organization for the organization's fiscal year. Compliance findings related to agreements with the Commission shall be based on the agreement requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission agreement involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.
- F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each agreement with the Commission in effect during the audit period.
- G. If the Subrecipient expends less than **\$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **\$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other-than Federal entities).
- H. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

**PART II: STATE FUNDED.** If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

- A. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of **\$750,000.00** (**\$500,000.00** in fiscal years prior to July 1, 2016) in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Subrecipient shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters

10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- C. If the Subrecipient expends less than **\$750,000.00** (**\$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than **\$750,000.00** (**\$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other-than State entities).
- D. Additional information regarding the Florida Single Audit Act can be found at:  
<https://apps.fldfs.com/fsaa/>.
- E. Subrecipient shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

**Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**

### **PART III: REPORT SUBMISSION**

- A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:
1. The Commission at the following address:  
**Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**
  2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):  
**Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132**
  3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.

- B.** Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.
- C.** Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Subrecipient directly to each of the following:
1. The Commission at the following address:  
  
**Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**
  - 2) The Auditor General's Office at the following address:  
  
**Auditor General's Office  
G74 Claude Pepper Building  
111 West Madison Street  
Tallahassee, FL 32399-1450**
- D.** Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Agreement shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Subrecipients and sub-Subrecipients, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient/sub-Subrecipient in correspondence accompanying the reporting package.

*- End of Attachment -*

**Exhibit 1  
FEDERAL AND STATE FUNDING DETAIL**

**FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

<b>Federal Program(s) Funds</b>		
<b>CFDA #</b>	<b>CFDA Title</b>	<b>Amount</b>
	Total Federal Awards	

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

<b>Federal Program(s) Compliance Requirements</b>	
<b>CFDA #</b>	<b>Compliance Requirements</b>

**STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

<b>Matching Funds Provided by CFDA</b>		
<b>CFDA #</b>	<b>CFDA Title</b>	<b>Amount of Matching Funds</b>
	Total Matching Funds Associated with Federal Programs	

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

<b>State Project(s)</b>		
<b>CSFA #</b>	<b>CSFA Title</b>	<b>Amount</b>
77.006	Florida Boating Improvement Program	\$35,000.00
	Total State Awards	\$35,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

<b>State Project(s) Compliance Requirements</b>	
<b>CSFA #</b>	<b>Compliance Requirements</b>
77.006	Recipient must comply with Florida Boating Improvement Program Guidelines, July 2019

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Subrecipient.

*- End of EXHIBIT 1 -*

## Monitoring Guidelines

Florida has enhanced state and local capacity for public boating access through various funding sources including state and federal grant funds. The Florida Fish and Wildlife Conservation Commission (FWC) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable U.S. Fish and Wildlife Service (USFWS) grant guidance and statutory regulations. The monitoring process is designed to assess a Grantee/Recipient or Sub-Recipient's (hereafter collectively referred to as Recipient) compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities – financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of project construction, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FWC and the applicant via e-mail and telephone or other electronic means. On-site monitoring are actual visits to the Recipient agencies by FWC representatives who examine records, procedures and projects.

### No Conflict of Interest:

Grant Managers shall complete the Agency 'No Conflict of Interest' form at the time they are assigned/assume responsibility for an agreement. If a conflict exists, the Grant Manager shall notify their immediate supervisor at the earliest opportunity. The supervisor is responsible to reassign the Agreement or coordinate with leadership and/or Legal to determine the appropriate resolution.

### Frequency of annual monitoring activity:

Each year the FWC will conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Recipients that should be reviewed and the level of monitoring that should be performed. It is important to note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

### Areas that will be examined may include:

- Management and administrative procedures;
- Grant folder maintenance;
- Accounting system;
- Program for obsolescence;
- Status of expenditures;
- Status of planning, design and engineering activity;
- Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NEPA/Section 7/EHP compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Americans with Disabilities Act (ADA Status);
- Procurement Policy
- Procurement documents
- Subcontractor agreements if applicable

FWC may request additional monitoring/information if the activity, or lack thereof, generates questions from the USFWWS region, or FWC leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring as determined by FWC. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FWC determines that a Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective Recipient will be notified by the program office via email. Information will include the Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the Recipient level. Issues that require further TA will be assisted by FWC grant program staff. Examples of TA include but are not limited to:

- Eligibility of items or services
- Coordination and partnership with other agencies
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by FWC or designated personnel. On-Site Monitoring visits will be scheduled in advance with the Recipient agency Point of Contact (POC) designated in the funding agreement.

FWC will also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

#### On-Site Monitoring Protocol:

On-Site Monitoring Visits will begin with those Recipients that are currently spending or have completed spending for that federal fiscal year (FFY) or state fiscal year (SFY), as applicable. Site visits may be combined when geographically convenient. There is a financial/programmatic on-site monitoring checklist to assist in the completion of all required tasks.

#### Site Visit Preparation:

A letter will be sent to the Recipient agency POC outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the Recipient in writing (email is acceptable) and documented in the Recipient folder.

The physical location of the project if located at an alternate site should be confirmed with a representative from that location and the address should be documented in the Recipient folder before the site visit.

#### On-Site Monitoring Visit:

Once FWC personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FWC intends to examine will be identified. All objectives of the site visit will be explained at this time.



FWC personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of the project site will be conducted.

All project deliverables selected for review should be visually inspected whenever possible. Acknowledgement of project funding should be placed in a prominent location in accordance with applicable agreement provisions. Photographs should be taken of the project site, signage and any other relevant activity.

If a project deliverable is not available at the time of the site visit, the appropriate documentation must be provided to account for the project progress.

Other programmatic issues can be discussed at this time such as missing quarterly project progress reports, payment/voucher /reimbursement, etc.

Post Monitoring Visit:

FWC personnel will review the on-site monitoring documents and backup documentation as a team and discuss the events of the on-site monitoring.

Within thirty (30) calendar days of the site visit, a post monitoring letter will be generated and sent to the Recipient explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a post monitoring letter to that effect will be generated and sent to the Recipient. The Recipient will correct all deficiencies or submit a Corrective Action Plan within forty-five (45) calendar days of the monitoring letter date. Noncompliance on behalf of Recipients is resolved by FWC management under the terms of the Recipient Agreement.

The On-Site Monitoring report and all backup documentation will then be included in the Recipient's file.

### COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved contract budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the contract.

FWC is required to maintain the detailed supporting documentation in support of each request for cost reimbursement and to make it available for audit purposes. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved contract budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. FWC may require more detailed documentation as deemed appropriate to satisfy that the terms of the contract have been met.

Listed below are types and examples of supporting documentation:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

For cost reimbursement contracts with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

**ATTACHMENT E**  
**FWC BOATING ACCESS GRANTS**  
**GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

AGREEMENT# 21104

**Quarterly Financial History, Performance, & Status Report (Form 1A and Form 1B):**

The reporting requirements noted in this section are designed to provide the state with sufficient information to monitor grant implementation and goal achievement. To support effective monitoring of the grant, progress reports must be:

1. Completed on a quarterly basis. In order to be considered in compliance with the terms of the Agreement, the required reports must be submitted no later than **15** days after the end of each Quarterly Reporting period.
2. These reports are to include, but not be limited to, the work that has been completed, the work in progress and the timeline of the work left to be completed. If any delays from the original timeline have occurred, specify the reason and revise the completion timeline. Note if ahead of schedule or unexpected cost savings.
3. If expenditures do not occur during the Quarter being reported, a Quarterly Report should still be submitted along with a complete explanation on Forms **1A** and **1B**. Not submitting Quarterly Reports can result in a delay of receiving funds. No funds will be dispersed until all Quarterly Reports are current.

**FORM 1A**

**Completing the Quarterly Report**

1. Fill in the Recipient/Subrecipient contact information to the left: Agency/Organization Name, Address, POC Name and Phone number. Fill in the Agreement number and select the appropriate reporting period and year being reported on using the drop box menu below agreement number.
2. number.

**Financial History**

For each applicable category identify the amount allocated, quarterly funds expended, and total funds expended to date. All shaded cells will auto-populate.

- **Amount Allocated:** Should be aligned with your current budget. Requests for a revised budget shall be preapproved by the FWC Grant Manager and may require execution of an Amendment to the Funding Agreement to modify scope and/or budget.
- **Quarterly Funds Expended:** Should reflect total funds **expended during the period** for which you are reporting.
- **Total Funds Expended:** Should reflect the entire amount of funds **expended up to the last day** of the reporting period.
- **Expenditure(s) Completion Percent:** Will auto-populate and reflect the percent of funds expended based on Amount Allocated and Total Funds Expended.
- **Remaining Balance:** Will auto-populate and reflect the remaining balance based on Amount Allocated and Total Funds Expended.

**Performance Tracking**

For the Performance Tracking section of the reporting form, each Project budgeted on this Agreement should be reported separately to reflect the current status.

- **Project Title:** Identify each project title, (i.e. Moore Haven Marina Seawall, Old Ferry Dock Boat Ramp, etc.)
- **Category:** Select the category associated with the project from the drop-box menu. If the project is associated with multiple categories list the project multiple times on the Project Title section and report accordingly. (i.e. Administration, Contracted Services, Permitting & Inspection Fees).
- **Start Date:** This date should identify the actual start date of the project, if the project has not started list the projected start date.
- **Projected End Date:** List the anticipated end date of the project and/or actual end date of the project.
- **Percentage Completed:** Identify progress made by utilizing percentages, showing how far or near the project is to completion. (0% to 100% scale). For non-construction projects this may be estimated, and for construction projects refer to AIA G-702 form.
- **Funds Allocated (Budget):** Funds allocated should reflect the amount of funds allocated for each project category and should be in agreement with your current budget. If not, submit a request for a revised budget. Requests shall be preapproved by the FWC Grant Manager and may require execution of an Amendment to the Funding Agreement to modify scope and/or budget.
- **Project Status:** Select the appropriate status of the project from the drop-box menu. If Delays, Issues, or Cancellations are selected, please expand on it in the narrative portion of the reporting form.
- **Cumulative Amount Previously Submitted for Reimbursement** Should reflect the total amount of all claims that have been submitted for reimbursement to date. **Total Received** Should reflect the total amount of funds received to date.

**\*\*\*Both Grant Manager and Financial Officer should verify and sign off on this section. \*\*\***

**ATTACHMENT E**  
**FWC BOATING ACCESS GRANTS**  
**GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

**FORM 1B**

**Project Status for Reporting Quarter**

Provide a detailed narrative status update for all projects.

**Timeline of Events for Reporting Quarter**

List project activities and milestones (i.e. P.O., Contract Executed, etc.) by date, followed by a brief description of the milestone. Also include whether the project will be completed on schedule. If not, indicate the timeframe for completion, reason for the delay and the effect of these challenges on the remaining schedule for achieving the other objectives of the project.

**Other**

List any additional project information.

**Technical Assistance**

If technical assistance is needed, please indicate the type of technical assistance required.

**Recipient/Subrecipient POC needs to sign certifying that the information provided within the quarterly report is true and the cost(s) are valid cost(s) incurred in accordance with the Project Agreement.**

**FORM 2**

**Completing Reimbursement Request FORM 2**

1. Fill in the Recipient/Subrecipient contact information to the left: Agency/Organization Name, Address, POC Name and Phone Number.
2. Fill in the Agreement number and reimbursement information.

- **Agreement Amount:** Should reflect the amount of the actual Agreement.
- **Submission Date:** Date reimbursement request is sent to State Administrative Agency for processing.
- **Payment #:** Should be the numeric value representing the reimbursement submission in sequential order. (i.e. 1,2,3....etc.)
- **Payment Amount:** Should reflect the total amount being requested for reimbursement.
- **Funds Expended During the Period:** This should reflect the timeframe funds were expended for the purchase and/or service.
- **Category Table:** This should reflect the amount claimed against each category.
- **Total Expenditures:** Should auto-populate and reflect the amount being claimed.

**FORM 3**

**Detail Of Claims**

1. Fill in your Agency/Organization Name and Agreement number.

Complete this form separately for each category claimed. Select the appropriate category and itemize all costs within that category that are applicable to the reimbursement request.

2. to the reimbursement request.
  - **Vendor:** Indicate the vendor used for purchase/service.
  - **Date Paid:** Date should indicate the date the payment was made for the purchase and/or service.
  - **Check #:** Indicate check number or payment form if check was not utilized. (i.e. ETF for electronic funds transfer)
  - **Description:** Brief description of purchase/service provided.
  - **Amount:** This should only indicate the amount claiming for reimbursement. If the amount claiming is less than the invoice or check, indicate that on description section or notate on backup document.

**ATTACHMENT E**  
**FWC BOATING ACCESS GRANTS**  
**GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

**FORM 4**

**Instructions for Completing the Time and Effort Reporting (if applicable)**

- According to Federal cost principals employees/contract employees who are paid in full or partially from federal sources must document their time in the form of personnel activity reports (Time and Effort Reports).
  - All subrecipient Agreements that contain Administration cost are required to submit a Time and Attendance Report as part of their reimbursement packet. This includes when Administration/Contract Management are claimed as In-Kind Cost Share (Match).
  - The Time and Effort Report must account for all activity in which the employee/contract employee is being compensated and not merely the activity being requested for reimbursement to a specific Funding Agreement.
  - The report should reflect an after-the-fact distribution of time associated with each activity/project by the employee/contractor.
  - Subrecipients must use the attached Time and Effort Reporting to account for an employee/contractor actual time by activity/project and must account for 100% of the time the individual is being compensated from the grant.
- Charges for sick time, vacation, holiday and all costs associated with fringe benefits or employee related expenses shall be allocated at proper percentages. A Recipient/Subrecipient may not charge more hours to a Funding Agreement for such expenses than that Recipient/Subrecipient is charged for the employee/contract employee compensation. As an example, if a Time and Effort Report shows that he or she spent 8 hours of his or her time on boating access project activity, no more than the corresponding percentage (activity time divided by contracted hours) of his or her fringe benefit charges may be applied to that Funding Agreement. If that employee/contract employee is paid from multiple boating access projects, fringe benefit charges may only be applied to each individual project Funding Agreement at the percentage that the employee/contract employee's time is charged to each individual project Funding Agreement.
- Subrecipients are responsible for the proper allocation to Administration charges as they relate to personnel costs. Grant guidance should be used as a resource to determine the differences and allowability. Supervisors signing the Time and Effort Report are attesting that the report and distribution of time meets the requirements as stated in grant guidance, and your Funding Agreement.

**FORM 5**

**Instructions for Completing the Certification of Completion Statement**

- Indicate the grant program from which funding was received.
- Enter FWC Agreement number if not already populated.
- Print your name and title and the entity name which is reflected on the funding agreement.
- Sign and date form. Within thirty (30) days of completion of the project, submit Form 5 to the FWC grant manager **with photos** documenting the project to include all deliverables which received funding from the grant. FWC will complete the rest of the form.

**FORM 6**

**Completing the Final Project Closeout Report**

Fill in the Subrecipient contact information: Subrecipient Agency/Organization Name, Address, Agreement #, Agreement Amount, Agreement Period of Performance (Execution date to end date).

- **Total Expenditures:** Indicate the amount expended per category and cumulative amount expended.
- **Agreement Amount:** Agreement amount taking account any modification made to the agreement.
- **Deobligated Funds:** Cumulative amount of funds not being used and will be reverted back to the state.

**ATTACHMENT E**  
**FWC BOATING ACCESS GRANTS**  
**GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

**Date Expenditure(s) Payment Received**

Indicate the date(s) that your payment(s) from the State for your reimbursement request(s) was/were received by your organization and the amount of the payment.

- **Was income earned on the project during the Period of Performance?:** Program income is gross income earned by a Recipient/Subrecipient that is directly generated by a grant-supported activity, or earned as a result of the grant, during the grant period. Was incomes earned as defined? If yes, include a check for the income with the close-out report.
- **Were Funds Expended in accordance with Agreement terms?:** All expenditures should be in accordance with applicable policies and procedures: Federal, State, and Local level, including agreement terms. If any costs were reimbursed but determined later to be ineligible for funding, refund of funds is required within thirty (3) calendar days of completion of the project.
- **All Quarterly reports submitted up to current reporting period:** Quarterly reports must be submitted from the period in which the Agreement was executed up to the period in which the close-out is approved. If close-out approval process is extended into an additional quarter due to corrections needed by the Recipient/Sub-Recipient, the Recipient/Sub-Recipient must submit a report for that additional period.

**Program Income, Refund And/or Final Interest Check**

Any funds owed to the FWC must be returned within thirty (30) calendar days of project completion. Please contact your grant manager if you owe the FWC funds for any reason.

**Grant Manager and Financial Officer needs to sign certifying that the information provided within the close-out is true and the cost(s) are valid cost(s) incurred in accordance with the Agreement.**

**FORM 7**

**Post Award Use & Access Annual Report**

Fill in the Subrecipient contact information: Subrecipient Agency/Organization Name, Address, Agreement #, Agreement Amount, Agreement Period of Performance (Execution date to end date).

- **Total Expenditures:** Indicate the amount expended per category and cumulative amount expended.
- **Agreement Amount:** Agreement amount taking account any modification made to the agreement.
- **Deobligated Funds:** Cumulative amount of funds not being used and will be reverted back to the state.

**FORM 8**

**Subcontractor List**

- Fill in the names of any companies which are intended to be selected to implement work under this Agreement. Submit list to Grant Manager prior to entering into a contract so that applicable review and verification may be completed. Include the DUNS (Dun & Bradstreet) or Unique Identifier for each company.

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
FINANCIAL HISTORY & PERFORMANCE TRACKING  
ATTACHMENT E - FORM 1A**

**Recipient/Subrecipient**

**AGREEMENT#** 21104

**QUARTERLY REPORTING DUE DATES**

*(Drop box list below select the quarter of activity being reported along with year)*

**Period:** Select Period of Performance

**Financial History Report**

For directions click link

[Instructions](#)

Shaded cells are calculated for you. You do not need to enter anything into them.

Category	Total Allocated	Quarterly Funds Expended	Total Funds Expended	Expenditure(s) Percent	Remaining Balance
Administration Costs (max 5% of total)				#DIV/0!	\$ -
Contracted Services				#DIV/0!	\$ -
Permitting & Project Inspection Fees				#DIV/0!	\$ -
Site Preparation				#DIV/0!	\$ -
Demolition & Removal				#DIV/0!	\$ -
Construction				#DIV/0!	\$ -
Equipment (Rental or In-Kind Use)				#DIV/0!	\$ -
Contingency Costs				#DIV/0!	\$ -
Other Costs				#DIV/0!	\$ -
Pre-Award Costs				#DIV/0!	\$ -
<b>Total Expenditures</b>					<b>\$ -</b>

**Performance Tracking**

Project Title	Category	Start Date	Projected End Date	Percentage Completed	Funds Allocated (Budget)	Project Status
<b>TOTAL (or Average Percentage)</b>				<b>#DIV/0!</b>	<b>\$ -</b>	

Cumulative Amount Previously Submitted for Reimbursement \_\_\_\_\_

Total Received \_\_\_\_\_

**I hereby certify that the above cost are true and valid cost incurred in accordance with the project agreement.**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Grant Manager**

**I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Financial Officer**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.



**FWC BOATING ACCESS GRANTS  
Quarterly Status Report  
ATTACHMENT E - FORM 1B**

**Recipient/Subrecipient**

**AGREEMENT#** 21104

**INSTRUCTIONS**

**For instructions on completing**

*click the HELP button*

**PROJECT STATUS** (Provide a status for each Category with an allocation. i.e. Permitting, Demolition, Construction, etc.)

**TIMELINE OF EVENTS FOR REPORTING PERIOD**

**OTHER (Optional)** - Can report internal expenditures not yet claimed and/or any projected balance, project delays and reason (i.e. cost savings, permits, etc.).

**TECHNICAL ASSISTANCE**

Is technical assistance needed: \_\_\_\_\_ If "yes", are you requesting, onsite visit or phone call \_\_\_\_\_

**I hereby certify that the above information provided are true and the cost(s) are valid cost(s) incurred in accordance with the project agreement.**

Signed: \_\_\_\_\_  
**Grant Manager**

Date: \_\_\_\_\_

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

STATE OF FLORIDA  
 FWC BOATING ACCESS GRANTS  
 REIMBURSEMENT REQUEST  
 ATTACHMENT E - FORM 2

Recipient/Subrecipient \_\_\_\_\_

AGREEMENT# \_\_\_\_\_ 21104

Agreement Amount	_____
Submission Date	_____
Reimbursement #	_____
Requested Amount	_____

**COSTS INCURRED DURING THE PERIOD OF:** \_\_\_\_\_ **THROUGH** \_\_\_\_\_

Shaded cells are calculated for you. You do not need to enter anything into shaded cells.

**THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM**

	Total Cost	Match/Cost Share	Other	Grant Cost (FBIP/BIGP/SFR)
Administration Costs (max 5% of total)				
Contracted Services				
Permitting & Project Inspection Fees				
Site Preparation				
Demolition & Removal				
Construction				
Equipment (Rental or In-Kind Use)				
Contingency Costs				
Other Costs				
Pre-Award Costs				
<b>Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Percentage</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Grant Manager

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Financial Officer

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**TO BE COMPLETED BY FWC STAFF**

AGREEMENT AMOUNT	_____
PREVIOUS PAYMENT(S)	#VALUE!
THIS PAYMENT	_____
REMAINING BALANCE	#VALUE!

TOTAL AMOUNT TO BE PAID ON THIS INVOICE
_____

DATE SUBMITTED TO FWC \_\_\_\_\_

STATE OF FLORIDA  
 FWC BOATING ACCESS GRANTS  
 DETAIL OF CLAIMS BY CATEGORY  
 ATTACHMENT E - FORM 3

Complete this form **once for each category claimed** in this reimbursement request. Itemize each expense that makes up the total claimed for that category.

Recipient/Subrecipient: 0

AGREEMENT # 21104

COST INCURRED DURING THE PERIOD OF: January 0, 1900 THROUGH #VALUE!

Category	VENDOR	DATE PAID	CHECK # or EFT	DESCRIPTION	Match/Cost Share	Grant Cost (FBIP/BIGP/SFR)
<b>TOTAL EXPENDITURES</b>					\$ -	\$ -

FORM MUST ACCOMPANY THE REIMBURSEMENT REQUEST

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
TIME AND EFFORT  
ATTACHMENT E - FORM 4**

This form is required to accompany reimbursement claims for **salaries credited as match/cost share** to the grant.

Employee Name: \_\_\_\_\_ Agreement: 21104

Pay Period: \_\_\_\_\_ TO \_\_\_\_\_ Indicate Contracted Hours for Pay Period \_\_\_\_\_

	Hours Type	Week 1								Week 2								Grand Total	
		S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1	Administration Costs (max 5% of total)								0								0	0	
2	Vacation								0								0	0	
3	Sick Time								0								0	0	
4									0								0	0	
5									0								0	0	
6									0								0	0	
7									0								0	0	
8									0								0	0	
9									0								0	0	
10									0								0	0	
11									0								0	0	
12									0								0	0	
13									0								0	0	
14									0								0	0	
<b>Daily Totals</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Week One Total</b>									<b>0</b>	<b>Week Two Total</b>								<b>0</b>	<b>0</b>

I hereby certify that the above allocation of my time is accurate for the time period in which this report covers.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I hereby certify that to the best of my knowledge and belief, the reported time allocation entered in this report is accurate and in accordance with Local, State, and Federal Regulations and Guidance as applicable pertaining to reimbursement on Boating Access Grants.

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
ATTACHMENT E - FORM 5**

**CERTIFICATION OF COMPLETION STATEMENT**

**Grant Program:**

**FWC Agreement #** 21104

- Boating Infrastructure Grant Program (BIGP)
- Florida Boating Improvement Program (FBIP)
- Sportfish Restoration Program (SFR)

I, \_\_\_\_\_  
(Print or Type Name and Title)

representing \_\_\_\_\_  
(Name of Recipient Agency/Entity)

do hereby certify that the project funded by FWC Agreement # 21104 has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**WARNING:** "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

**CERTIFICATION BY COMMISSION**

I certify: That to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

\_\_\_\_\_  
(Division)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print or Type Name and Title)

Inspected: \_\_\_\_\_ Yes \_\_\_\_\_ No or N/A \_\_\_\_\_ Engineer Reviewed

\_\_\_\_\_  
(Name of Inspector/Engineer)

\_\_\_\_\_  
(Date of Inspection)

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
PROJECT CLOSE-OUT REPORT  
ATTACHMENT E - FORM 6**

This form should be completed and submitted to the Commission no later than **thirty (30) days** after completion of projects or the termination date of the Agreement, whichever occurs first.

0  
\_\_\_\_\_  
RECIPIENT / SUBRECIPIENT

0  
\_\_\_\_\_  
ADDRESS

0  
\_\_\_\_\_  
CITY AND STATE

21104  
\_\_\_\_\_  
AGREEMENT #

\$ \_\_\_\_\_  
AGREEMENT AMOUNT

\_\_\_\_\_  
AGREEMENT PERIOD OF PERFORMANCE

(1) COST CATEGORIES	(2) TOTAL EXPENDITURES
Administration Costs (max 5% of total)	
Contracted Services	
Permitting & Project Inspection Fees	
Site Preparation	
Demolition & Removal	
Construction	
Equipment (Rental or In-Kind Use)	
Contingency Costs	
Other Costs	
Pre-Award Costs	
Total	\$ -

(3) DATE EXPENDITURE(S) DATE*	(4) PAYMENT RECEIVED AMOUNT
Total	\$ -

**Please Indicate Amounts For The Following:**

Agreement Amount	\$ -
Total Expenditures	\$ -
Deobligated Funds	\$ -

Was income earned on the project during the POP? Y/N \_\_\_\_\_

Were funds expended in accordance with agreement terms? Y/N \_\_\_\_\_

All quarterly reports submitted up to current reporting period? Y/N \_\_\_\_\_

Certification of Completion & photos submitted? Y/N \_\_\_\_\_

**REFUND AND/OR PROGRAM INTEREST CHECK**

Refund and/or final program income check is due no later than thirty (30) days after the completion of the project.

Date Form 5 signed by Recipient: 01/00/00

**Make check payable to :** **Florida Fish & Wildlife Conservation Commission**  
 Grants & Revenue Section  
 Florida Fish & Wildlife Conservation Commission  
 620 S. Meridian Street  
 Tallahassee, FL 32399

Is documented match/cost share sufficient? Y/N \_\_\_\_\_

**I hereby certify that the above cost(s) are true and valid cost(s) incurred in accordance with the project agreement.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Grant Manager

**I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Financial Officer

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
POST AWARD USE & ACCESS ANNUAL REPORT  
ATTACHMENT E - FORM 7**

**Recipient:** 0 **FWC AGREEMENT #** 21104

**Project Title:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Agreement End Date:** \_\_\_\_\_

**Useful Life End Date:** \_\_\_\_\_

Reporting period is the July 1-June 30 state fiscal year.

Provide a description of the condition of any facilities funded with Program funds including any major repairs to the facilities.

Indicate the amount of revenue collected from any permits or fees for the use of the facilities.

\$ \_\_\_\_\_

Is this amount Actual or Estimated?

If there is any anticipated permit or fee increase/decrease, please provide the current and proposed amounts, and the reason for the change.

Estimate the number of annual users of the facilities.

The FWC Funding Agreement Scopes of Work stipulate in Section 15, SPECIAL PROVISIONS FOR CONSTRUCTION PROJECTS that the Commission will ensure funds collected are not reallocated or diverted to any non-boating access related purpose.

I hereby certify that the above report is true and correct to the best of my knowledge as of this date in accordance with the project Agreement, and that the fees generated from use of the grant funded project(s) were expended for the operation and maintenance of the project in this Agreement.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
SUBCONTRACTOR LIST  
ATTACHMENT E - FORM 8**

AGREEMENT# 21104

In accordance with FWC Funding Agreement Section 14, SUBCONTRACTS, "The (Recipient/Subrecipient) must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the (Recipient/Subrecipient) reserves the right to reject any subcontractor."

In accordance with FWC Funding Agreement Section 15, MANDATORY DISCLOSURES, the Commission may verify the entities listed below against the convicted, suspended or discriminatory complaints vendor list.

If applicable, in accordance with FWC Funding Agreement Section 24, FEDERAL FUNDS, the Commission may verify the entities listed below are not Debarred, Suspended, Ineligible or Voluntarily Excluded from participation in this transaction. The Commission may request documents to support adherence to E-Verify or any other applicable federal requirement of this Agreement.

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Identifier

\_\_\_\_\_  
DUNS/Unique Identifier

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID



NOTICE OF GRANT AGREEMENT / SITE DEDICATION

This Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission, under the grant program called the Florida Boating Improvement Program (FBIP). In accordance with Chapter 68-1.003, F.A.C., and the Program Guidelines of the FBIP, the Property is hereby dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

DEDICATOR

\_\_\_\_\_  
Original signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_, who is personally known to me or who  
produced \_\_\_\_\_ as identification.

Stamp:

\_\_\_\_\_  
Notary Public, State of Florida

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

**RESOLUTION NUMBER**

**RESOLUTION INCREASING THE FLORIDA BOATER IMPROVEMENT PROGRAM (FBIP) GRANT REVENUES AND APPROPRIATIONS**

**WHEREAS,** Florida Fish and Wildlife Conservation Commission has awarded a grant in the amount of \$35,000 for the purpose of renovating the boat ramps at J & S Boat Ramp; and

**WHEREAS,** the grant requires a match of \$36,000 to come from Parks Boat Ramp Renovation Program; 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					AMOUNT	LINE ITEM DESCRIPTION
ACCOUNT NUMBER						
Fund	Organization	Account	Program	Activity		
<b>REVENUES:</b>						
139957	1312	33470	000	2173	\$35,000.00	State Grants/ Culture-Recreation
<b>TOTAL:</b>					<b>\$35,000.00</b>	
<b>APPROPRIATIONS:</b>						
139957	1312	06300	572	2173	\$35,000.00	Improvements Other than Buildings
<b>TOTAL:</b>					<b>\$35,000.00</b>	

**DULY PASSED AND ADOPTED THIS 17TH DAY OF MAY, 2022**

**ATTEST:**

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

\_\_\_\_\_  
Carolyn Timmann, Clerk of the Circuit Court and Comptroller

\_\_\_\_\_  
Doug Smith, Chairman

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

17-May-22

DEPT-1

Agenda Date

Item Number

\_\_\_\_\_  
Sarah W. Woods, County Attorney

\_\_\_\_\_  
Batch Number

\_\_\_\_\_  
Input Date



## Office of Management and Budget - Supplemental Memo Attachments

### Item #4 – PERMISSION TO ACCEPT THE FLORIDA BOATER IMPROVEMENT PROGRAM (FBIP) GRANT

#### DOCUMENTS REQUIRING ACTION:

- Grant Contract (2 copies)
- Budget Resolution

**STATE OF FLORIDA  
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

**AGREEMENT NO. 21109**

<b>CFDA Title(s):</b> N/A	<b>CFDA No(s):</b> N/A
<b>Name of Federal Agency(s):</b> N/A	
<b>Federal Award No(s):</b> N/A	<b>Federal Award Year(s):</b> N/A
<b>Federal Award Name(s):</b> N/A	
<b>CSFA Title(s):</b> Florida Boating Improvement Program	<b>CSFA No(s):</b> 77.006
<b>State Award No(s):</b> 21109	<b>State Award Year(s):</b> 2021
<b>State Award Name(s):</b> Martin County - Boat Ramp Renovations to the Jensen Beach Causeway	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter “**Commission**,” and the Martin County Board of County Commissioners, FEID # 59-6000743, whose address is 2401 SE Monterey Road, Stuart, FL 34996, hereinafter “**Grantee**.”

**WHEREAS**, the Commission and Grantee have partnered together to design, engineer, and permit renovations to the Jensen Beach Causeway Boat Ramp in Martin County, Florida; and,

**WHEREAS**, Grantee has been awarded Florida Boating Improvement Program #21109; and,

**WHEREAS**, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

**NOW THEREFORE**, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

**1. PROJECT DESCRIPTION.**

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission’s request for competitive or other grant proposals, the Grantee’s response is hereby incorporated by reference.

**2. PERFORMANCE.**

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph eight (8) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

### 3. AGREEMENT PERIOD.

**A. Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 06/30/2024. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, pre-award costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

### 4. COMPENSATION AND PAYMENTS.

**A. Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$50,000.

**B. Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph ten (10), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

- C. Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph ten (10), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.
- D. Match.** Pursuant to grant program guidelines, the Grantee is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.
- E. Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.
- F. State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.
- G. Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.
- H. Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.
- I. Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

<https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

- J. Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

**5. RETURN OR RECOUPMENT OF FUNDS.**

- A. Overpayment to Grantee.** Pursuant to Section 215.971(1)(e) &(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager and made payable to the "The Florida Fish and Wildlife Conservation Commission".
- B. Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

**6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.**

- A. Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.
- B. Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Grantee acknowledges that Property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

**7. MONITORING.**

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal

monitoring terms and conditions are found in Attachment B, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

## 8. TERMINATION.

- A. **Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.
- B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.
- C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.
- E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

## 9. REMEDIES.

- A. **Financial Consequences.** In accordance with Sections 215.971(1)(a) &(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.



- B. Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

**10. NOTICES AND CORRESPONDENCE.**

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

**FOR THE COMMISSION:**

Grant Manager  
 Brian Weinstein  
 Grants Specialist  
 Florida Fish and Wildlife  
 Conservation Commission  
 620 South Meridian Street  
 Tallahassee, Florida 32399  
 (850) 488-5600  
 Fax: (850) 488-9284  
 Email: FBIP@MyFWC.com

**FOR THE GRANTEE:**

Grant Manager  
 Mark Lynch  
 Deputy Director, Parks & Recreation  
 Martin County Board of  
 County Commissioners  
 2401 SE Monterey Road  
 Stuart, Florida 34996  
 (772) 221-2349  
 Fax: (772) 221-1333  
 Email: mlynch@martin.fl.us

**11. AMENDMENT.**

- A. Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.
- B. Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.
- C. Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

**12. PROPERTY RIGHTS.**

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

**A. Intellectual and Other Intangible Property.**

- i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.

- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.
- iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

## B. Purchase or Improvement of Real Property

This agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

- i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.
- ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.
- iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

## C. Non-Expendable Property.

The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, “non-expendable property” is the same as “property” as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **\$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of **\$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **\$250.00** or more).
- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the

Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

**D. Equipment and Supplies.** The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

- i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).
- ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **\$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.
- iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed

### 13. RELATIONSHIP OF THE PARTIES.

- A. **Independent Grantee.** The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.
- B. **Grantee Training and Qualifications.** Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.
- C. **Commission Security.** All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
- D. **Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.
- E. **Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

**14. SUBCONTRACTS.**

Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply.

- A. Authority.** The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
- C. Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.
- D. Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State of Florida.

**15. MANDATORY DISCLOSURE.**

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

- A. Disclosure of Interested State Employees and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.
- B. Convicted Vendors.** Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

- i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

**C. Vendors on Scrutinized Companies List.**

- i. **Scrutinized Companies.** Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

- D. Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.” Section 287.134(2)(a), F.S. Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

- E. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to the Commission’s Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee’s ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee’s ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its

terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

- F. Certain Violations of Federal Criminal Law.** If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

**16. INSURANCE.**

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

**17. SPONSORSHIP.**

As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

**18. PUBLIC RECORDS.**

- A.** All records in conjunction with this Grant shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.
- B.** This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.
- C.** If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:
- i. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, [RecordsCustodian@myfwc.com](mailto:RecordsCustodian@myfwc.com), and 620 South Meridian Street, Tallahassee FL 32399**
  - ii. Keep and maintain public records required by the Commission to perform the service.
  - iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected

or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

- iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
- v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

## **19. COOPERATION WITH INSPECTOR GENERAL.**

Pursuant to subsection 20.055(5), F.S., Grantee, and any subcontractor to the Grantee, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

## **20. SECURITY AND CONFIDENTIALITY.**

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

## **21. RECORD KEEPING REQUIREMENTS.**

- A. Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.
- B. State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

- C. Grantee Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.
- D. Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.
- E. Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: <http://www.USASpending.gov>. Grant recipients awarded a new Federal grant greater than or equal to **\$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

## 22. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment B, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

## 23. FEDERAL COMPLIANCE.

As applicable, Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

- i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
- ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants that have been illegally taken, possessed, transported or sold.
- iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.
- iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.
- v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they



are found. The Act also prohibits any action that cause a “taking” of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

**24. FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.**

- A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.
- B. Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- C. Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **\$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.
- D. Copeland “Anti-Kickback Act.”** The Copeland “Anti-Kickback” Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **\$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- E. Contract Work Hours and Safety Standards Act.** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **\$2,000.00**, and in excess of **\$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- F. Rights to Inventions Made Under a Contract or Agreement.** 37 CFR Part 401. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- G. Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
- H. Debarment and Suspension Contractor Federal Certification.** In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Grantee certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.
- I. Prohibition against Lobbying.**
- i. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Grantee also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Grantee with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Grantee has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Grantee shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Grantee shall file an updated declaration with the Commission’s Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Grantee shall submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
  - ii. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.
- J. Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- K. Drug Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, the Grantee attests and certifies that the Grantee will provide a drug-free workplace compliant with 41 U.S.C. 81.

## 25. CONTRACT-RELATED PROCUREMENT.

- A. PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- B. Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

- C. Procurement of Recycled Products or Materials.** Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

## 26. PROFESSIONAL SERVICES.

- A. Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other

consideration contingent upon or resulting from the award or making of this contract.

- B. Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**27. INDEMNIFICATION.**

If Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Grantee is not a state agency or subdivision as defined above, Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

**28. NON-DISCRIMINATION.**

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

**29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

**30. NO THIRD-PARTY RIGHTS.**

The Parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

**31. JURY TRIAL WAIVER.**

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of

or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

### 32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

### 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

- i. **Requirement to Use E-Verify.** Section 448.095(2) Florida Statute requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Purchase Order term; and 2.) include in all subcontracts under this Purchase Order, the requirement that subcontractors performing work or providing services pursuant to this Purchase Order utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- ii. **E-Verify Online. E-Verify** is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. The Department of Homeland Security's E-Verify system can be found online at <https://www.e-verify.gov>.
- iii. **Enrollment in E-Verify.** As a condition precedent to entering a Purchase Order with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Purchase Order not being issued, or if discovered after issuance, termination of the Purchase Order.
- iv. **E-Verify Recordkeeping.** The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
- v. **Employment Eligibility Verification & Compliance.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Purchase Order and the Commission may treat a failure to comply as a material breach of the agreement. If the Commission terminates the Purchase Order pursuant to Section 448.095(2)(c) Florida Statute, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Purchase Order.

**34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.**

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

**35. TIME IS OF THE ESSENCE.**

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

**36. ENTIRE AGREEMENT.**

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

Florida Fish and Wildlife Conservation  
Commission

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

\_\_\_\_\_  
Executive Director (or designee)

Name: \_\_\_\_\_

\_\_\_\_\_  
CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

\_\_\_\_\_  
DOUG SMITH, CHAIRMAN

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

Approved as to form and legality:

\_\_\_\_\_  
SARAH W. WOODS, COUNTY ATTORNEY

*Brandy E. Elliott*

\_\_\_\_\_  
FWC Attorney Signature

Attachments in this Agreement include the following:

- Attachment A Scope of Work
- Attachment B Requirements of the Federal and Florida Single Audit Acts, Exhibit 1
- Attachment C Monitoring Guidelines
- Attachment D Cost Reimbursement Requirements
- Attachment E Boating Access Performance Tracking and Reporting Forms
- Attachment F Notice of Grant Agreement (Site Dedication)

## SCOPE OF WORK

### 1. PROJECT DESCRIPTION

- A. Purpose and Background:** The Martin County Board of County Commissioners (Grantee) will use grant funds to design, engineer, and permit renovations to the Jensen Beach Causeway Boat Ramp in Martin County, Florida.
- B. Project Benefits:** This project will result in a final design and permitting of a replacement boat ramp. Replacing the ramp itself is the final, most important component of achieving maximum safety and usefulness at this public facility. This project will ultimately allow more individuals to utilize this facility and ensure boaters can safely access recreational waters.
- C. Type of Agreement:** This is a cost reimbursement agreement in accordance with Cost Reimbursement Contract Payment Requirements attached hereto and made a part hereof as Attachment D. Requirements are outlined in the Department of Financial Services, Bureau of Accounting and Auditing, *Reference Guide for State Expenditures*.
- D. Term of Agreement:** The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until June 30, 2024. Prior to the end of term, Grantee shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by June 30, 2024.**

### 2. PROJECT DELIVERABLES

Total payments for all deliverables will not exceed the maximum grant award amount of \$50,000.

- A. Deliverable 1:** The Grantee will, through own staff or through contracted services, design and engineer plans for renovations to the Jensen Beach Causeway Boat Ramp.

**Deliverable 1 Tasks:**

- The Grantee will complete all required environmental surveys;
- Create draft plans to be approved by FBIP grant manager to include improvements to the ramp surfaces, docks, pilings, lighting, shoreline protection, curbing, ADA compliance, and miscellaneous repairs;
- Upon approval by the FBIP grant manager, create final plans for the improved/replacement ramps and amenities.

**Compensation:** Total payment for this deliverable will not exceed \$45,000.

**Minimum Performance:** Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance.

**Documentation:** Documentation includes an attestation of activities or services rendered and proof of payment. The Grantee shall provide topographic and bathymetric surveys conducted, draft plans, and final plans to the FBIP grant manager. See FWC Cost Reimbursement Contract Payment Requirements, Attachment D, for additional details on supporting documentation.

- B. Deliverable 2:** The Grantee will, through own staff or through contracted services, acquire all permits required for renovations to the Jensen Beach Causeway Boat Ramp.



**Deliverable 2 Tasks:**

- The Grantee will prepare and submit applications to the Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (ACOE), and any other agencies that require permitting be applied for, and;
- Upon receipt of approval or other notices by the permitting agencies, provide copies to the FBIP grant manager.

**Compensation:** Total payment for this deliverable will not exceed \$5,000.

**Minimum Performance:** Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance.

**Documentation:** Documentation includes an attestation of activities or services rendered and proof of payment. The Grantee shall provide copies of applications to permitting agencies, and copies of approved permits or other actions taken by permitting agencies. See FWC Cost Reimbursement Contract Payment Requirements Attachment D for additional details on supporting documentation.

### 3. FINANCIAL CONSEQUENCES

- A. Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection. Only those tasks completed, or items purchased and received in accordance with the scope of work and within the agreement period of performance will be eligible for reimbursement. Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-compliant with terms and payment will not be processed.
- B. In addition to nonpayment for tasks which are not satisfactorily or timely completed, or for failure to correct any project deficiencies, as noted in the final project inspection, the Commission will impose a financial consequence of twenty-five percent (25%) of the total contract amount for failure to complete any tasks satisfactorily or timely, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission employee verifying that the project was completed according to the project scope of work.
- C. Failure of Grantee to have all receipts and evidence of project performance reflecting costs were incurred within the period of performance may jeopardize payment of funds to the Grantee per the Agreement.
- D. Following the end of the term of this Agreement, the Grantee shall repay any Program funds received for the Project for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for a period of twenty (20) years. This section shall survive any Agreement termination.

### 4. PERFORMANCE

- A. **Permit Requirements:** The Grantee agrees to adhere to all federal, state, county and city permit requirements of the Project.

- B. Procurement:** The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission's grant manager for review prior to soliciting for quotations or commencing any work. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's grant manager, to retain in their own records.
- C. Engineering:** If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws. The Grantee agrees to adhere to all federal, state, county and city requirements of the Project and all requirements of the 2010 Standards issued pursuant to the Americans with Disabilities Act, 1003 – Recreational Boating Facilities. Standard 235.3 for Accessible Design requires that where boarding piers are provided at boat launch ramps, no fewer than one must be accessible. When compliance with ADA wheelchair accessibility requirements is in question with regard to reimbursable costs under this Agreement, the Commission may engage a third-party engineer at its own expense to review the design and report to the Commission concerning compliance. The Commission's determination based on this review will be final.
- D. Construction:** If applicable, the Contractor shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this contract and shall provide evidence of such certification upon request.
- E. Commencement of Work:** The Grantee shall commence work on the Project within ninety (90) days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the Commission.
- F. Performance Criteria:** The Grantee shall complete the Project as described in this Scope of Work and Florida Boating Improvement Program Application 21-007, incorporated herein by reference, according to any bid specifications. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.
- G. Certificate of Completion:** Within thirty (30) calendar days following completion of all Project deliverables, the Grantee shall sign and submit to the Commission's grant manager, a Certification of Completion Statement, attached hereto and made a part hereof as Attachment E, Form 5 which certifies the Project was completed in accordance with the provisions herein. Final photographs shall be submitted with the Certification of Completion Statement, Attachment E, Form 5.
- H. Project Close-out Report:** In addition to the Certificate of Completion and photos, within thirty (30) calendar days the Grantee shall submit the Project Close-Out Report Form, attached hereto and made a part hereof as Attachment E, Form 6. If any costs were determined by FWC to be ineligible after reimbursement, a refund check is also due within thirty (30) calendar days, mailed to: Grants & Revenue Section, FWC, 620 S. Meridian Street, Tallahassee, Florida 32399 and a photo copy of the check must accompany the Close-Out Report, Form 6.
- I. Site Dedication:** For construction grants, but not for grants which involve only design, engineering, permitting, or for grants for the installation of waterway markers or other projects on sovereign submerged lands, the Grantee agrees to dedicate the project site as a boat access facility for the use and benefit of the public as a condition of receiving funds under this Agreement. The Notice of Grant Agreement Form (Site Dedication) is attached hereto and made a part hereof as Attachment

F. If required, the Grantee shall execute and record this document in the official records of the County where the Project is located. As proof of the site dedication, a copy of the recorded document shall be submitted to the Commission in addition to the Certificate of Completion, Attachment E, Form 5.

Final reimbursement or 25% of the award, whichever is greater, shall be withheld until receipt of Site Dedication AND Certificate of Completion. Following this initial site dedication, the project site shall remain a public boat access facility for a period not less than twenty (20) years following the date the Site Dedication was recorded. Land under control other than by ownership by the Grantee (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Grantee as a public boat access facility for the entirety of this site dedication period surviving the Agreement termination. Grantee agrees to secure all authorizations necessary for continuing use and management of the property for the duration of this site dedication period. Title to all improvements shall be retained by the Grantee upon final payment by the Commission.

The Grantee shall repay all funds received for the Project under this Agreement for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for the duration of the site dedication period. Should the Grantee convert all or any part of the Project to other than Commission approved uses prior to the end of this site dedication period, or should the Grantee lose authorization to use and manage the property on which the Project is completed before the end of the site dedication period, the Grantee shall replace the area, facilities, resource or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes or the Grantee loses authorization to use and manage the property on which the Project is completed within the site dedication period and Grantee has not replaced the Project with a like project acceptable to the Commission, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project.

Site dedication, the site dedication period, and all terms of this section survive any Agreement termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

**J. Acknowledgement:** Upon completion of the Project, and prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain a permanent sign, not less than three (3) feet by four (4) feet in size, displaying the Commission's logo acknowledging the Commission and the Florida Boating Improvement Program as a funding source for the Project. Any other form of acknowledgement must be approved in writing by the Commission's grant manager. Such acknowledgement shall be maintained for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the sign or acknowledgement be damaged, removed or destroyed, the Grantee shall, at its expense, replace it within ninety (90) days. Should the Grantee fail to maintain such acknowledgement other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. The Grantee shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to displaying on site. Language to place on the sign shall include: This Project was funded by the Florida Fish and Wildlife Conservation Commission through the Florida Boating Improvement Program. This section survives any Agreement termination.

**K. Directional Signs:** Prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain directional signs, approved by the Commission, on main public highways to

direct public users to each boating facility funded through the Program regardless of which portion of the Project the Program funded. The Grantee agrees to provide and maintain such signs at its expense for the entirety of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the signs be damaged, removed or destroyed, the Grantee shall, at its expense, replace them within ninety (90) days. Should the Grantee fail to erect and maintain such signs other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This requirement can be waived by the Commission’s Grant manager, in writing, if the Grantee receives a written denial from the Florida Department of Transportation for the installation of the signs. This section survives any Agreement termination.

**5. BUDGET**

**A. Project Budget:** For satisfactory completion of the tasks and deliverables described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$50,000. All amounts noted in the budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission’s Grant manager in writing prior to the deviation. The Grantee shall be reimbursed only for budgeted eligible expenses incurred during the Agreement Period that are directly related to the Project.

Deliverable		FBIP Request	Grantee Cost Share	Total (FBIP + Cost Share)
	Administration (Project Management)	\$0	\$0	\$0
1, 2	Contracted Services	\$50,000	\$51,000	\$101,000
	Site Preparation	\$0	\$0	\$0
	Demolition & Removal	\$0	\$0	\$0
	Construction	\$0	\$0	\$0
	Equipment (Rental or In-Kind Use)	\$0	\$0	\$0
	Contingency Costs	\$0	\$0	\$0
	Other Costs	\$0	\$0	\$0
	Pre-Award Costs	\$0	\$0	\$0
	<b>TOTAL</b>	<b>\$50,000</b>	<b>\$51,000</b>	<b>\$101,000</b>
	<b>PERCENTAGE</b>	<b>49.50%</b>	<b>50.50%</b>	<b>100.00%</b>

**B. Cost Share:** The Grantee agrees to provide 50.5% of the cost of the total cost of the project as indicated in FBIP Grant Application No. 21-007. The total compensation by the Commission shall be \$50,000 or 49.5% of the total cost, whichever is less.

**C. Pre-Award Costs:** The Martin County Board of County Commissioners was selected by the Florida Boating Improvement Program Evaluation Committee to move forward in the Florida Boating Improvement Program application process. No pre-award costs are authorized under the terms of this Agreement.

**6. COMPENSATION AND PAYMENT**

**A. Fee Schedule:** This section is not applicable

- B. Travel Expenses:** No travel expenses are authorized under the terms of this Agreement.
- C. Cost Reimbursement:** This is a cost reimbursement agreement. The total approved estimated project cost for the Project is \$101,000. The Commission agrees to reimburse the Grantee for an amount not to exceed \$50,000 or 49.5% of the total cost for the Project, whichever is less for satisfactory completion by the Grantee of the Project. The Grantee agrees to provide a minimum of \$51,000 or 50.5% toward completion of the Project and shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project.
- D. Invoice Schedule and Payment:** Invoices may be submitted upon the completion of at least one deliverable listed in the scope of work. The Commission shall have up to thirty (30) days to inspect and approve the Project's deliverables once reported complete by the Grantee. If there are deficiencies noted in the Project inspection, these shall be corrected by the Grantee prior to payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

Within thirty (30) days of completion of all Project deliverables, the Grantee shall report the Project complete by submitting all required documentation for reimbursement and Close-out. **Final payment shall be contingent upon the Commission's Grant manager receiving and accepting the:**

- **Final Request for Reimbursement (Attachment E, Form 2) and supporting documentation,**
- **Certification of Completion Form (Attachment E, Form 5) with required photos,**
- **Close-Out Report (Attachment E, Form 6),**
- **FWC final inspection of the Project, and**
- **Recorded Notice of Grant Agreement (Attachment F) reflecting site dedication, if required, as described herein.**

Final reimbursement or 25% of award, whichever is greater, shall be withheld until receipt and acceptance of all required documents.

- E. Forms and Documentation:** After receiving acceptance of deliverable completion from the Commission's Grant manager, the Grantee may submit a Reimbursement Request, Attachment E, Form 2.

Grantees shall submit a Detail of Claims, Attachment E, Form 3 for each deliverable requested for reimbursement. Reimbursement forms and supporting documentation must clearly identify the dates of services, a description of the specific Agreement deliverable(s) provided during the reporting period, an itemized list of expenditures, budget category of each expenditure, the payment amount requested as match or grant reimbursement, the Commission's Agreement Number and the Grantee's Federal Employer Identification (FEID) Number.

The Grantee must submit and maintain original supporting documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under any other state or federal funding source. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, original receipts, invoices, cancelled checks or EFT records, bank statements or copies of general ledgers. See FWC Cost Reimbursement Contract Payment Requirements for additional details on supporting documentation which is attached hereto and made a part hereof as Attachment D.

The Commission's grant manager shall have up to ten (10) days to review and approve the invoice for payment. Any errors or insufficient supporting documentation included with the invoice will delay payment and the thirty (30) days to review by the Commission may begin again.

## 7. MONITORING SCHEDULE

- A. Compliance Monitoring and Corrective Actions:** The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. For additional information see Attachment C Monitoring Guidelines. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice within thirty (30) days. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice or submit a Corrective Action Plan if additional time is required. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.
- B. Site Inspections:** The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission's grant manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's grant manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for reimbursement.

The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement and for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility. This section shall survive any Agreement termination.

- C. Project Maintenance:** The Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in this Agreement for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. This section shall survive any Agreement termination.
- D. Project Progress Reports:** Starting the first quarter after the date the Agreement is executed, the Grantee shall submit to the Commission, on a quarterly basis, Quarterly Reports outlining the progress of the Project (financial and programmatic), identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Quarterly Report Forms attached hereto and made a part hereof as Attachment E, Form 1A & 1B. Progress reports are required until the Certification of Completion is submitted, even if work is complete. Reports are due to the Commission's grant manager according to the following schedule:

**Reporting Period**  
January through March

**Report due by:**  
April 15<sup>th</sup>

April through June  
 July through September  
 October through December

July 15<sup>th</sup>  
 October 15<sup>th</sup>  
 January 15<sup>th</sup>

**E. Annual Reports:** Following completion of a Construction Project, but not a project that involves only design, engineering, and permitting, or for grants for the installation of waterway markers or other projects on sovereign submerged lands, the Grantee shall submit to the Commission an annual report on June 30<sup>th</sup> of each year until the end of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. The Post Award Use and Access Annual Report Form attached hereto and made a part hereof as Attachment E, Form 7 shall be used to fulfill this annual requirement and shall be sent electronically to [FBIP@MyFWC.com](mailto:FBIP@MyFWC.com) or by mail to Attn: FBIP Administrator, FWC, 620 S. Meridian St., Tallahassee, FL 32399. This annual report shall include a description of the condition of any facilities funded with Program funds including any major repairs to the facilities; the amount of revenue collected from any permits or fees for the use of the facilities; and an estimate of the number of users of the facilities. Should the Grantee fail to complete and submit these annual reports, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This section survives any Agreement termination.

## 8. INTELLECTUAL PROPERTY RIGHTS

No additional requirements. Refer to Section 12 of the Agreement.

## 9. SUBCONTRACTS

Subcontractors shall be reported to the Commission's Grant manager on the Subcontractor List, Attachment E, Form 8 prior to commencing work. Grantees shall additionally submit a No Conflict of Interest statement for each subcontractor to the Commission's Grant manager. Refer to Section 14 of the Agreement.

## 10. INSURANCE

No additional requirements. Refer to Section 16 of the Agreement.

## 11. SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 20 of the Agreement.

## 12. RECORD KEEPING REQUIREMENTS

Records shall be maintained for ten (10) years following the completion of a construction Project, or five (5) years following the completion of a non-construction Project. Completion of the Project has occurred when all reporting requirements are satisfied, and final payment has been received by the Grantee, as documented by the date of the Closeout Letter issued by the FWC Grant manager. Refer to Section 21 of the Agreement.

## 13. NON-EXPENDABLE PROPERTY

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

**14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY**

Refer to Section I, Site Dedication, above in Section 4, Performance.

**15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS**

- A. Fees:** The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement as well as the term of the site dedication period in Section I, Site Dedication, above in Section 4, Performance to ensure that fees are comparable and reasonable, and that funds collected are not reallocated or diverted to any non-boating access related purpose. This section survives any Agreement termination.
- B. Drug-Free Workplace Requirement for Construction Contractors:** Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.
- C. Contractor Eligibility:** All contractors shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this Agreement and shall provide evidence of such certification to the Commission upon request.

(Remainder of page left blank intentionally.)



## AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Subrecipient may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Subrecipient will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

### MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter “OMB Uniform Guidance” and Section 215.97, F.S., as revised (see “AUDITS” below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

### AUDITS

**PART I: FEDERALLY FUNDED.** If this Agreement includes a Federal award, then the following provisions apply:

- A. This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.
- B. In the event that the Subrecipient expends **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Subrecipient conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.
- C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
- D. If the Subrecipient expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in

accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than Federal entities).

- E. Such audits shall cover the entire Subrecipient's organization for the organization's fiscal year. Compliance findings related to agreements with the Commission shall be based on the agreement requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission agreement involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.
- F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each agreement with the Commission in effect during the audit period.
- G. If the Subrecipient expends less than **\$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **\$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other-than Federal entities).
- H. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

**PART II: STATE FUNDED.** If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

- A. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of **\$750,000.00** (**\$500,000.00** in fiscal years prior to July 1, 2016) in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Subrecipient shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters

10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- C. If the Subrecipient expends less than **\$750,000.00** (**\$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than **\$750,000.00** (**\$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other-than State entities).
- D. Additional information regarding the Florida Single Audit Act can be found at:  
<https://apps.fldfs.com/fsaa/>.
- E. Subrecipient shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

**Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**

### **PART III: REPORT SUBMISSION**

- A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:

1. The Commission at the following address:

**Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**

2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):

**Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132**

3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.

- B.** Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.
- C.** Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Subrecipient directly to each of the following:
1. The Commission at the following address:  
  
**Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**
  - 2) The Auditor General's Office at the following address:  
  
**Auditor General's Office  
G74 Claude Pepper Building  
111 West Madison Street  
Tallahassee, FL 32399-1450**
- D.** Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Agreement shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Subrecipients and sub-Subrecipients, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient/sub-Subrecipient in correspondence accompanying the reporting package.

*- End of Attachment -*

**Exhibit 1  
FEDERAL AND STATE FUNDING DETAIL**

**FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

<b>Federal Program(s) Funds</b>		
<b>CFDA #</b>	<b>CFDA Title</b>	<b>Amount</b>
	Total Federal Awards	

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

<b>Federal Program(s) Compliance Requirements</b>	
<b>CFDA #</b>	<b>Compliance Requirements</b>

**STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

<b>Matching Funds Provided by CFDA</b>		
<b>CFDA #</b>	<b>CFDA Title</b>	<b>Amount of Matching Funds</b>
	Total Matching Funds Associated with Federal Programs	

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

<b>State Project(s)</b>		
<b>CSFA #</b>	<b>CSFA Title</b>	<b>Amount</b>
77.006	Florida Boating Improvement Program	\$50,000.00
	Total State Awards	\$50,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

<b>State Project(s) Compliance Requirements</b>	
<b>CSFA #</b>	<b>Compliance Requirements</b>
77.006	Recipient must comply with Florida Boating Improvement Program Guidelines, July 2019

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Subrecipient.

*- End of EXHIBIT 1 -*

## Monitoring Guidelines

Florida has enhanced state and local capacity for public boating access through various funding sources including state and federal grant funds. The Florida Fish and Wildlife Conservation Commission (FWC) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable U.S. Fish and Wildlife Service (USFWS) grant guidance and statutory regulations. The monitoring process is designed to assess a Grantee/Recipient or Sub-Recipient's (hereafter collectively referred to as Recipient) compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities – financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of project construction, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FWC and the applicant via e-mail and telephone or other electronic means. On-site monitoring are actual visits to the Recipient agencies by FWC representatives who examine records, procedures and projects.

### No Conflict of Interest:

Grant Managers shall complete the Agency 'No Conflict of Interest' form at the time they are assigned/assume responsibility for an agreement. If a conflict exists, the Grant Manager shall notify their immediate supervisor at the earliest opportunity. The supervisor is responsible to reassign the Agreement or coordinate with leadership and/or Legal to determine the appropriate resolution.

### Frequency of annual monitoring activity:

Each year the FWC will conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Recipients that should be reviewed and the level of monitoring that should be performed. It is important to note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

### Areas that will be examined may include:

- Management and administrative procedures;
- Grant folder maintenance;
- Accounting system;
- Program for obsolescence;
- Status of expenditures;
- Status of planning, design and engineering activity;
- Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NEPA/Section 7/EHP compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Americans with Disabilities Act (ADA Status);
- Procurement Policy
- Procurement documents
- Subcontractor agreements if applicable

FWC may request additional monitoring/information if the activity, or lack thereof, generates questions from the USFWWS region, or FWC leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring as determined by FWC. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FWC determines that a Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective Recipient will be notified by the program office via email. Information will include the Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the Recipient level. Issues that require further TA will be assisted by FWC grant program staff. Examples of TA include but are not limited to:

- Eligibility of items or services
- Coordination and partnership with other agencies
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by FWC or designated personnel. On-Site Monitoring visits will be scheduled in advance with the Recipient agency Point of Contact (POC) designated in the funding agreement.

FWC will also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

#### On-Site Monitoring Protocol:

On-Site Monitoring Visits will begin with those Recipients that are currently spending or have completed spending for that federal fiscal year (FFY) or state fiscal year (SFY), as applicable. Site visits may be combined when geographically convenient. There is a financial/programmatic on-site monitoring checklist to assist in the completion of all required tasks.

#### Site Visit Preparation:

A letter will be sent to the Recipient agency POC outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the Recipient in writing (email is acceptable) and documented in the Recipient folder.

The physical location of the project if located at an alternate site should be confirmed with a representative from that location and the address should be documented in the Recipient folder before the site visit.

#### On-Site Monitoring Visit:

Once FWC personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FWC intends to examine will be identified. All objectives of the site visit will be explained at this time.



FWC personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of the project site will be conducted.

All project deliverables selected for review should be visually inspected whenever possible. Acknowledgement of project funding should be placed in a prominent location in accordance with applicable agreement provisions. Photographs should be taken of the project site, signage and any other relevant activity.

If a project deliverable is not available at the time of the site visit, the appropriate documentation must be provided to account for the project progress.

Other programmatic issues can be discussed at this time such as missing quarterly project progress reports, payment/voucher /reimbursement, etc.

**Post Monitoring Visit:**

FWC personnel will review the on-site monitoring documents and backup documentation as a team and discuss the events of the on-site monitoring.

Within thirty (30) calendar days of the site visit, a post monitoring letter will be generated and sent to the Recipient explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a post monitoring letter to that effect will be generated and sent to the Recipient. The Recipient will correct all deficiencies or submit a Corrective Action Plan within forty-five (45) calendar days of the monitoring letter date. Noncompliance on behalf of Recipients is resolved by FWC management under the terms of the Recipient Agreement.

The On-Site Monitoring report and all backup documentation will then be included in the Recipient's file.

### COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved contract budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the contract.

FWC is required to maintain the detailed supporting documentation in support of each request for cost reimbursement and to make it available for audit purposes. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved contract budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. FWC may require more detailed documentation as deemed appropriate to satisfy that the terms of the contract have been met.

Listed below are types and examples of supporting documentation:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

For cost reimbursement contracts with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

**ATTACHMENT E**  
**FWC BOATING ACCESS GRANTS**  
**GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

AGREEMENT# 21109

**Quarterly Financial History, Performance, & Status Report (Form 1A and Form 1B):**

The reporting requirements noted in this section are designed to provide the state with sufficient information to monitor grant implementation and goal achievement. To support effective monitoring of the grant, progress reports must be:

1. Completed on a quarterly basis. In order to be considered in compliance with the terms of the Agreement, the required reports must be submitted no later than **15** days after the end of each Quarterly Reporting period.
2. These reports are to include, but not be limited to, the work that has been completed, the work in progress and the timeline of the work left to be completed. If any delays from the original timeline have occurred, specify the reason and revise the completion timeline. Note if ahead of schedule or unexpected cost savings.
3. If expenditures do not occur during the Quarter being reported, a Quarterly Report should still be submitted along with a complete explanation on Forms **1A** and **1B**. Not submitting Quarterly Reports can result in a delay of receiving funds. No funds will be dispersed until all Quarterly Reports are current.

**FORM 1A**

**Completing the Quarterly Report**

1. Fill in the Recipient/Subrecipient contact information to the left: Agency/Organization Name, Address, POC Name and Phone number. Fill in the Agreement number and select the appropriate reporting period and year being reported on using the drop box menu below agreement number.
2. number.

**Financial History**

For each applicable category identify the amount allocated, quarterly funds expended, and total funds expended to date. All shaded cells will auto-populate.

- **Amount Allocated:** Should be aligned with your current budget. Requests for a revised budget shall be preapproved by the FWC Grant Manager and may require execution of an Amendment to the Funding Agreement to modify scope and/or budget.
- **Quarterly Funds Expended:** Should reflect total funds **expended during the period** for which you are reporting.
- **Total Funds Expended:** Should reflect the entire amount of funds **expended up to the last day** of the reporting period.
- **Expenditure(s) Completion Percent:** Will auto-populate and reflect the percent of funds expended based on Amount Allocated and Total Funds Expended.
- **Remaining Balance:** Will auto-populate and reflect the remaining balance based on Amount Allocated and Total Funds Expended.

**Performance Tracking**

For the Performance Tracking section of the reporting form, each Project budgeted on this Agreement should be reported separately to reflect the current status.

- **Project Title:** Identify each project title, (i.e. Moore Haven Marina Seawall, Old Ferry Dock Boat Ramp, etc.)
- **Category:** Select the category associated with the project from the drop-box menu. If the project is associated with multiple categories list the project multiple times on the Project Title section and report accordingly. (i.e. Administration, Contracted Services, Permitting & Inspection Fees).
- **Start Date:** This date should identify the actual start date of the project, if the project has not started list the projected start date.
- **Projected End Date:** List the anticipated end date of the project and/or actual end date of the project.
- **Percentage Completed:** Identify progress made by utilizing percentages, showing how far or near the project is to completion. (0% to 100% scale). For non-construction projects this may be estimated, and for construction projects refer to AIA G-702 form.
- **Funds Allocated (Budget):** Funds allocated should reflect the amount of funds allocated for each project category and should be in agreement with your current budget. If not, submit a request for a revised budget. Requests shall be preapproved by the FWC Grant Manager and may require execution of an Amendment to the Funding Agreement to modify scope and/or budget.
- **Project Status:** Select the appropriate status of the project from the drop-box menu. If Delays, Issues, or Cancellations are selected, please expand on it in the narrative portion of the reporting form.
- **Cumulative Amount Previously Submitted for Reimbursement** Should reflect the total amount of all claims that have been submitted for reimbursement to date. **Total Received** Should reflect the total amount of funds received to date.

**\*\*\*Both Grant Manager and Financial Officer should verify and sign off on this section.\*\*\***

**ATTACHMENT E  
FWC BOATING ACCESS GRANTS  
GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

**FORM 1B**

**Project Status for Reporting Quarter**

Provide a detailed narrative status update for all projects.

**Timeline of Events for Reporting Quarter**

List project activities and milestones (i.e. P.O., Contract Executed, etc.) by date, followed by a brief description of the milestone. Also include whether the project will be completed on schedule. If not, indicate the timeframe for completion, reason for the delay and the effect of these challenges on the remaining schedule for achieving the other objectives of the project.

**Other**

List any additional project information.

**Technical Assistance**

If technical assistance is needed, please indicate the type of technical assistance required.

**Recipient/Subrecipient POC needs to sign certifying that the information provided within the quarterly report is true and the cost(s) are valid cost(s) incurred in accordance with the Project Agreement.**

**FORM 2**

**Completing Reimbursement Request FORM 2**

1. Fill in the Recipient/Subrecipient contact information to the left: Agency/Organization Name, Address, POC Name and Phone Number.
2. Fill in the Agreement number and reimbursement information.

- **Agreement Amount:** Should reflect the amount of the actual Agreement.
- **Submission Date:** Date reimbursement request is sent to State Administrative Agency for processing.
- **Payment #:** Should be the numeric value representing the reimbursement submission in sequential order. (i.e. 1,2,3...etc.)
- **Payment Amount:** Should reflect the total amount being requested for reimbursement.
- **Funds Expended During the Period:** This should reflect the timeframe funds were expended for the purchase and/or service.
- **Category Table:** This should reflect the amount claimed against each category.
- **Total Expenditures:** Should auto-populate and reflect the amount being claimed.

**FORM 3**

**Detail Of Claims**

1. Fill in your Agency/Organization Name and Agreement number.

Complete this form separately for each category claimed. Select the appropriate category and itemize all costs within that category that are applicable

2. to the reimbursement request.
  - **Vendor:** Indicate the vendor used for purchase/service.
  - **Date Paid:** Date should indicate the date the payment was made for the purchase and/or service.
  - **Check #:** Indicate check number or payment form if check was not utilized. (i.e. ETF for electronic funds transfer)
  - **Description:** Brief description of purchase/service provided.
  - **Amount:** This should only indicate the amount claiming for reimbursement. If the amount claiming is less than the invoice or check, indicate that on description section or notate on backup document.

**ATTACHMENT E**  
**FWC BOATING ACCESS GRANTS**  
**GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

**FORM 4**

**Instructions for Completing the Time and Effort Reporting (if applicable)**

- According to Federal cost principals employees/contract employees who are paid in full or partially from federal sources must document their time in the form of personnel activity reports (Time and Effort Reports).
- All subrecipient Agreements that contain Administration cost are required to submit a Time and Attendance Report as part of their reimbursement packet. This includes when Administration/Contract Management are claimed as In-Kind Cost Share (Match).
- The Time and Effort Report must account for all activity in which the employee/contract employee is being compensated and not merely the activity being requested for reimbursement to a specific Funding Agreement.
- The report should reflect an after-the-fact distribution of time associated with each activity/project by the employee/contractor.
- Subrecipients must use the attached Time and Effort Reporting to account for an employee/contractor actual time by activity/project and must account for 100% of the time the individual is being compensated from the grant.
- Charges for sick time, vacation, holiday and all costs associated with fringe benefits or employee related expenses shall be allocated at proper percentages. A Recipient/Subrecipient may not charge more hours to a Funding Agreement for such expenses than that Recipient/Subrecipient is charged for the employee/contract employee compensation. As an example, if a Time and Effort Report shows that he or she spent 8 hours of his or her time on boating access project activity, no more than the corresponding percentage (activity time divided by contracted hours) of his or her fringe benefit charges may be applied to that Funding Agreement. If that employee/contract employee is paid from multiple boating access projects, fringe benefit charges may only be applied to each individual project Funding Agreement at the percentage that the employee/contract employee's time is charged to each individual project Funding Agreement.
- Subrecipients are responsible for the proper allocation to Administration charges as they relate to personnel costs. Grant guidance should be used as a resource to determine the differences and allowability. Supervisors signing the Time and Effort Report are attesting that the report and distribution of time meets the requirements as stated in grant guidance, and your Funding Agreement.

**FORM 5**

**Instructions for Completing the Certification of Completion Statement**

- Indicate the grant program from which funding was received.
- Enter FWC Agreement number if not already populated.
- Print your name and title and the entity name which is reflected on the funding agreement.
- Sign and date form. Within thirty (30) days of completion of the project, submit Form 5 to the FWC grant manager **with photos** documenting the project to include all deliverables which received funding from the grant. FWC will complete the rest of the form.

**FORM 6**

**Completing the Final Project Closeout Report**

Fill in the Subrecipient contact information: Subrecipient Agency/Organization Name, Address, Agreement #, Agreement Amount, Agreement Period of Performance (Execution date to end date).

- **Total Expenditures:** Indicate the amount expended per category and cumulative amount expended.
- **Agreement Amount:** Agreement amount taking account any modification made to the agreement.
- **Deobligated Funds:** Cumulative amount of funds not being used and will be reverted back to the state.

**ATTACHMENT E**  
**FWC BOATING ACCESS GRANTS**  
**GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

**Date Expenditure(s) Payment Received**

Indicate the date(s) that your payment(s) from the State for your reimbursement request(s) was/were received by your organization and the amount of the payment.

- **Was income earned on the project during the Period of Performance?:** Program income is gross income earned by a Recipient/Subrecipient that is directly generated by a grant-supported activity, or earned as a result of the grant, during the grant period. Was incomes earned as defined? If yes, include a check for the income with the close-out report.
- **Were Funds Expended in accordance with Agreement terms?:** All expenditures should be in accordance with applicable policies and procedures: Federal, State, and Local level, including agreement terms. If any costs were reimbursed but determined later to be ineligible for funding, refund of funds is required within thirty (3) calendar days of completion of the project.
- **All Quarterly reports submitted up to current reporting period:** Quarterly reports must be submitted from the period in which the Agreement was executed up to the period in which the close-out is approved. If close-out approval process is extended into an additional quarter due to corrections needed by the Recipient/Sub-Recipient, the Recipient/Sub-Recipient must submit a report for that additional period.

**Program Income, Refund And/or Final Interest Check**

Any funds owed to the FWC must be returned within thirty (30) calendar days of project completion. Please contact your grant manager if you owe the FWC funds for any reason.

**Grant Manager and Financial Officer needs to sign certifying that the information provided within the close-out is true and the cost(s) are valid cost(s) incurred in accordance with the Agreement.**

**FORM 7**

**Post Award Use & Access Annual Report**

Fill in the Subrecipient contact information: Subrecipient Agency/Organization Name, Address, Agreement #, Agreement Amount, Agreement Period of Performance (Execution date to end date).

- **Total Expenditures:** Indicate the amount expended per category and cumulative amount expended.
- **Agreement Amount:** Agreement amount taking account any modification made to the agreement.
- **Deobligated Funds:** Cumulative amount of funds not being used and will be reverted back to the state.

**FORM 8**

**Subcontractor List**

- Fill in the names of any companies which are intended to be selected to implement work under this Agreement. Submit list to Grant Manager prior to entering into a contract so that applicable review and verification may be completed. Include the DUNS (Dun & Bradstreet) or Unique Identifier for each company.

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
FINANCIAL HISTORY & PERFORMANCE TRACKING  
ATTACHMENT E - FORM 1A**

**Recipient/Subrecipient**  
Martin County BOCC

**AGREEMENT#** 21109

**QUARTERLY REPORTING DUE DATES**  
*(Drop box list below select the quarter of activity being reported along with year)*

**Period:** Select Period of Performance

**Financial History Report**

For directions click link [Instructions](#)

Shaded cells are calculated for you. You do not need to enter anything into them.

Category	Total Allocated	Quarterly Funds Expended	Total Funds Expended	Expenditure(s) Percent	Remaining Balance
Administration Costs (max 5% of total)				#DIV/0!	\$ -
Contracted Services				#DIV/0!	\$ -
Permitting & Project Inspection Fees				#DIV/0!	\$ -
Site Preparation				#DIV/0!	\$ -
Demolition & Removal				#DIV/0!	\$ -
Construction				#DIV/0!	\$ -
Equipment (Rental or In-Kind Use)				#DIV/0!	\$ -
Contingency Costs				#DIV/0!	\$ -
Other Costs				#DIV/0!	\$ -
Pre-Award Costs				#DIV/0!	\$ -
<b>Total Expenditures</b>					<b>\$ -</b>

**Performance Tracking**

Project Title	Category	Start Date	Projected End Date	Percentage Completed	Funds Allocated (Budget)	Project Status
<b>TOTAL (or Average Percentage)</b>				<b>#DIV/0!</b>	<b>\$ -</b>	

Cumulative Amount Previously Submitted for Reimbursement \_\_\_\_\_ Total Received \_\_\_\_\_

**I hereby certify that the above cost are true and valid cost incurred in accordance with the project agreement.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
**Grant Manager**

**I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
**Financial Officer**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**FWC BOATING ACCESS GRANTS  
Quarterly Status Report  
ATTACHMENT E - FORM 1B**

**Recipient/Subrecipient**

Martin County BOCC

**AGREEMENT#** 21109

**INSTRUCTIONS**

**For instructions on completing**

*click the HELP button*

**PROJECT STATUS** (Provide a status for each Category with an allocation. i.e. Permitting, Demolition, Construction, etc.)

**TIMELINE OF EVENTS FOR REPORTING PERIOD**

**OTHER** (Optional) - Can report internal expenditures not yet claimed and/or any projected balance, project delays and reason (i.e. cost savings, permits, etc.).

**TECHNICAL ASSISTANCE**

Is technical assistance needed: \_\_\_\_\_ If "yes", are you requesting, onsite visit or phone call \_\_\_\_\_

**I hereby certify that the above information provided are true and the cost(s) are valid cost(s) incurred in accordance with the project agreement.**

Signed: \_\_\_\_\_

**Grant Manager**

Date: \_\_\_\_\_

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.



**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
REIMBURSEMENT REQUEST  
ATTACHMENT E - FORM 2**

**Recipient/Subrecipient**  
Martin County BOCC

**AGREEMENT#** \_\_\_\_\_ 21109

Agreement Amount	
Submission Date	
Reimbursement #	
Requested Amount	

**COSTS INCURRED DURING THE PERIOD OF:** \_\_\_\_\_ **THROUGH** \_\_\_\_\_

Shaded cells are calculated for you. You do not need to enter anything into shaded cells.

**THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM**

	Total Cost	Match/Cost Share	Other	Grant Cost (FBIP/BIGP/SFR)
Administration Costs (max 5% of total)				
Contracted Services				
Permitting & Project Inspection Fees				
Site Preparation				
Demolition & Removal				
Construction				
Equipment (Rental or In-Kind Use)				
Contingency Costs				
Other Costs				
Pre-Award Costs				
<b>Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Percentage</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Grant Manager

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Financial Officer

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**TO BE COMPLETED BY FWC STAFF**

<b>AGREEMENT AMOUNT</b>	
<b>PREVIOUS PAYMENT(S)</b>	<b>#VALUE!</b>
<b>THIS PAYMENT</b>	
<b>REMAINING BALANCE</b>	<b>#VALUE!</b>

<b>TOTAL AMOUNT TO BE PAID ON THIS INVOICE</b>
_____

**DATE SUBMITTED TO FWC** \_\_\_\_\_

STATE OF FLORIDA  
 FWC BOATING ACCESS GRANTS  
 DETAIL OF CLAIMS BY CATEGORY  
 ATTACHMENT E - FORM 3

Complete this form **once for each category claimed** in this reimbursement request. Itemize each expense that makes up the total claimed for that category.

Recipient/Subrecipient: Martin County BOCC

AGREEMENT # 21109

COST INCURRED DURING THE PERIOD OF: January 0, 1900 THROUGH #VALUE!

Category	VENDOR	DATE PAID	CHECK # or EFT	DESCRIPTION	Match/Cost Share	Grant Cost (FBIP/BIGP/SFR)
<b>TOTAL EXPENDITURES</b>					\$ -	\$ -

FORM MUST ACCOMPANY THE REIMBURSEMENT REQUEST

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
TIME AND EFFORT  
ATTACHMENT E - FORM 4**

This form is required to accompany reimbursement claims for **salaries credited as match/cost share** to the grant.

Employee Name: \_\_\_\_\_ Agreement: 21109

Pay Period: \_\_\_\_\_ TO \_\_\_\_\_ Indicate Contracted Hours for Pay Period \_\_\_\_\_

		Week 1								Week 2								Grand Total
	Hours Type	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	Administration Costs (max 5% of total)								0								0	0
2	Vacation								0								0	0
3	Sick Time								0								0	0
4									0								0	0
5									0								0	0
6									0								0	0
7									0								0	0
8									0								0	0
9									0								0	0
10									0								0	0
11									0								0	0
12									0								0	0
13									0								0	0
14									0								0	0
<b>Daily Totals</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Week One Total</b>									<b>0</b>	<b>Week Two Total</b>							<b>0</b>	<b>0</b>
I hereby certify that the above allocation of my time is accurate for the time period in which this report covers.									I hereby certify that to the best of my knowledge and belief, the reported time allocation entered in this report is accurate and in accordance with Local, State, and Federal Regulations and Guidance as applicable pertaining to reimbursement on Boating Access Grants.									
Employee Signature: _____									Supervisor Signature: _____									
Date: _____									Date: _____									

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
ATTACHMENT E - FORM 5**

**CERTIFICATION OF COMPLETION STATEMENT**

**Grant Program:**

**FWC Agreement #** 21109

- Boating Infrastructure Grant Program (BIGP)  
 Florida Boating Improvement Program (FBIP)  
 Sportfish Restoration Program (SFR)

I, \_\_\_\_\_  
(Print or Type Name and Title)

representing \_\_\_\_\_  
(Name of Recipient Agency/Entity)

do hereby certify that the project funded by FWC Agreement # 21109 has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

**CERTIFICATION BY COMMISSION**

I certify: That to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

\_\_\_\_\_  
(Division)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print or Type Name and Title)

Inspected: \_\_\_\_\_ Yes \_\_\_\_\_ No or N/A \_\_\_\_\_ Engineer Reviewed

\_\_\_\_\_  
(Name of Inspector/Engineer)

\_\_\_\_\_  
(Date of Inspection)

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
PROJECT CLOSE-OUT REPORT  
ATTACHMENT E - FORM 6**

This form should be completed and submitted to the Commission no later than **thirty (30) days** after completion of projects or the termination date of the Agreement, whichever occurs first.

**Martin County BOCC**  
RECIPIENT / SUBRECIPIENT

**0**

ADDRESS

**0**

CITY AND STATE

(1) COST CATEGORIES	(2) TOTAL EXPENDITURES
Administration Costs (max 5% of total)	
Contracted Services	
Permitting & Project Inspection Fees	
Site Preparation	
Demolition & Removal	
Construction	
Equipment (Rental or In-Kind Use)	
Contingency Costs	
Other Costs	
Pre-Award Costs	
<b>Total</b>	\$ -

21109

AGREEMENT #

\$

-

AGREEMENT AMOUNT

AGREEMENT PERIOD OF PERFORMANCE

(3) DATE EXPENDITURE(S) DATE*	(4) PAYMENT RECEIVED AMOUNT
<b>Total</b>	\$ -

**Please Indicate Amounts For The Following:**

Agreement Amount	\$ -
Total Expenditures	\$ -
Deobligated Funds	\$ -

Was income earned on the project during the POP? Y/N \_\_\_\_\_

Were funds expended in accordance with agreement terms? Y/N \_\_\_\_\_

All quarterly reports submitted up to current reporting period? Y/N \_\_\_\_\_

Certification of Completion & photos submitted? Y/N \_\_\_\_\_

**REFUND AND/OR PROGRAM INTEREST CHECK**

Refund and/or final program income check is due no later than thirty (30) days after the completion of the project.

Date Form 5 signed by Recipient: 01/00/00

**Make check payable to :** **Florida Fish & Wildlife Conservation Commission**  
 Grants & Revenue Section  
 Florida Fish & Wildlife Conservation Commission  
 620 S. Meridian Street  
 Tallahassee, FL 32399

Is documented match/cost share sufficient? Y/N \_\_\_\_\_

I hereby certify that the above cost(s) are true and valid cost(s) incurred in accordance with the project agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Grant Manager

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Financial Officer

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
POST AWARD USE & ACCESS ANNUAL REPORT  
ATTACHMENT E - FORM 7**

**Recipient:** Martin County BOCC **FWC AGREEMENT #** 21109

**Project Title:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Agreement End Date:** \_\_\_\_\_

**Useful Life End Date:** \_\_\_\_\_

Reporting period is the July 1-June 30 state fiscal year.

Provide a description of the condition of any facilities funded with Program funds including any major repairs to the facilities.

Indicate the amount of revenue collected from any permits or fees for the use of the facilities.

\$ \_\_\_\_\_

Is this amount Actual or Estimated?

If there is any anticipated permit or fee increase/decrease, please provide the current and proposed amounts, and the reason for the change.

Estimate the number of annual users of the facilities.

The FWC Funding Agreement Scopes of Work stipulate in Section 15, SPECIAL PROVISIONS FOR CONSTRUCTION PROJECTS that the Commission will ensure funds collected are not reallocated or diverted to any non-boating access related purpose.

I hereby certify that the above report is true and correct to the best of my knowledge as of this date in accordance with the project Agreement, and that the fees generated from use of the grant funded project(s) were expended for the operation and maintenance of the project in this Agreement.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
SUBCONTRACTOR LIST  
ATTACHMENT E - FORM 8**

AGREEMENT# 21109

In accordance with FWC Funding Agreement Section 14, SUBCONTRACTS, "The (Recipient/Subrecipient) must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the (Recipient/Subrecipient) reserves the right to reject any subcontractor."

In accordance with FWC Funding Agreement Section 15, MANDATORY DISCLOSURES, the Commission may verify the entities listed below against the convicted, suspended or discriminatory complaints vendor list.

If applicable, in accordance with FWC Funding Agreement Section 24, FEDERAL FUNDS, the Commission may verify the entities listed below are not Debarred, Suspended, Ineligible or Voluntarily Excluded from participation in this transaction. The Commission may request documents to support adherence to E-Verify or any other applicable federal requirement of this Agreement.

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Identifier

\_\_\_\_\_  
DUNS/Unique Identifier

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID

NOTICE OF GRANT AGREEMENT / SITE DEDICATION

This Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission, under the grant program called the Florida Boating Improvement Program (FBIP). In accordance with Chapter 68-1.003, F.A.C., and the Program Guidelines of the FBIP, the Property is hereby dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

DEDICATOR

\_\_\_\_\_  
Original signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_, who is personally known to me or who  
produced \_\_\_\_\_ as identification.

Stamp:

\_\_\_\_\_  
Notary Public, State of Florida



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

**RESOLUTION NUMBER**

**RESOLUTION INCREASING THE FLORIDA BOATER IMPROVEMENT PROGRAM (FBIP) GRANT REVENUES AND APPROPRIATIONS**

**WHEREAS,** Florida Fish and Wildlife Conservation Commission has awarded a grant in the amount of \$50,000 for the purpose of renovating the boat ramps at Jensen Beach Causeway; and

**WHEREAS,** the grant requires a match of \$51,000 to come from Parks Boat Ramp Renovation Program; 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:

<b>FUND</b>					<b>AMOUNT</b>	<b>LINE ITEM DESCRIPTION</b>
<b>ACCOUNT NUMBER</b>						
Fund	Organization	Account	Program	Activity		
<b>REVENUES:</b>						
139958	1312	33470	000	2173	\$50,000.00	State Grants/ Culture-Recreation
<b>TOTAL:</b>					<b>\$50,000.00</b>	
<b>APPROPRIATIONS:</b>						
139958	1312	06300	572	2173	\$50,000.00	Improvements Other than Buildings
<b>TOTAL:</b>					<b>\$50,000.00</b>	

**DULY PASSED AND ADOPTED THIS 17TH DAY OF MAY, 2022**

**ATTEST:**

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

\_\_\_\_\_  
Carolyn Timmann, Clerk of the Circuit Court and Comptroller

\_\_\_\_\_  
Doug Smith, Chairman

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

17-May-22  
\_\_\_\_\_  
Agenda Date

DEPT-1  
\_\_\_\_\_  
Item Number

\_\_\_\_\_  
Sarah W. Woods, County Attorney

\_\_\_\_\_  
Batch Number

\_\_\_\_\_  
Input Date



## Office of Management and Budget - Supplemental Memo Attachments

### Item #5 – PERMISSION TO ACCEPT THE FLORIDA BOATER IMPROVEMENT PROGRAM (FBIP) GRANT

#### DOCUMENTS REQUIRING ACTION:

- Grant Contract (2 copies)
- Budget Resolution

**STATE OF FLORIDA  
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

**AGREEMENT NO. 21110**

<b>CFDA Title(s):</b> N/A	<b>CFDA No(s):</b> N/A
<b>Name of Federal Agency(s):</b> N/A	
<b>Federal Award No(s):</b> N/A	<b>Federal Award Year(s):</b> N/A
<b>Federal Award Name(s):</b> N/A	
<b>CSFA Title(s):</b> Florida Boating Improvement Program	<b>CSFA No(s):</b> 77.006
<b>State Award No(s):</b> 21110	<b>State Award Year(s):</b> 2021
<b>State Award Name(s):</b> Martin County - Boat Ramp Renovations to Charlie Leighton Park	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter “**Commission**,” and the Martin County Board of County Commissioners, FEID # 59-6000743, whose address is 2401 SE Monterey Road, Stuart, FL 34996, hereinafter “**Grantee**.”

**WHEREAS**, the Commission and Grantee have partnered together to design, engineer, and acquire permits to renovate the Charlie Leighton Park Boat Ramp; and,

**WHEREAS**, Grantee has been awarded Florida Boating Improvement Program #21110; and,

**WHEREAS**, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

**NOW THEREFORE**, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

**1. PROJECT DESCRIPTION.**

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission’s request for competitive or other grant proposals, the Grantee’s response is hereby incorporated by reference.

## 2. PERFORMANCE.

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph eight (8) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

## 3. AGREEMENT PERIOD.

**A. Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 06/30/2024. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, pre-award costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

## 4. COMPENSATION AND PAYMENTS.

**A. Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$40,000.

**B. Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph ten (10), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

- C. Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph ten (10), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.
- D. Match.** Pursuant to grant program guidelines, the Grantee is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.
- E. Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.
- F. State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.
- G. Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.
- H. Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.
- I. Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

<https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

- J. Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

**5. RETURN OR RECOUPMENT OF FUNDS.**

- A. Overpayment to Grantee.** Pursuant to Section 215.971(1)(e) &(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager and made payable to the "The Florida Fish and Wildlife Conservation Commission".
- B. Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

**6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.**

- A. Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.
- B. Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Grantee acknowledges that Property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

**7. MONITORING.**

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment B, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

## 8. TERMINATION.

- A. **Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.
- B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.
- C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.
- E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

## 9. REMEDIES.

- A. **Financial Consequences.** In accordance with Sections 215.971(1)(a) &(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be

deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

- B. Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

**10. NOTICES AND CORRESPONDENCE.**

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

**FOR THE COMMISSION:**  
 Grant Manager  
 Nickie Stricker  
 FBIP Administrator  
 Florida Fish and Wildlife  
 Conservation Commission  
 620 South Meridian Street  
 Tallahassee, Florida 32399  
 (850) 488-5600  
  
 Email: FBIP@MyFWC.com

**FOR THE GRANTEE:**  
 Grant Manager  
 Mark Lynch  
 Deputy Director, Parks & Recreation  
 Martin County Board of  
 County Commissioners  
 2401 SE Monterey Road  
 Stuart, Florida 34996  
 (772) 221-2349  
 Fax: (772) 221-1333  
 Email: mlynch@martin.fl.us

**11. AMENDMENT.**

- A. Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.
- B. Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.
- C. Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

**12. PROPERTY RIGHTS.**

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

- A. Intellectual and Other Intangible Property.**



- i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.
- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.
- iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

## B. Purchase or Improvement of Real Property

This agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

- i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.
- ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.
- iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

## C. Non-Expendable Property.

The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **\$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of **\$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **\$250.00** or more).

- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

**D. Equipment and Supplies.** The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

- i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).
- ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **\$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.
- iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed

### 13. RELATIONSHIP OF THE PARTIES.

- A. **Independent Grantee.** The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.
- B. **Grantee Training and Qualifications.** Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.
- C. **Commission Security.** All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
- D. **Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

- E. Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

#### 14. SUBCONTRACTS.

Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply.

- A. Authority.** The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
- C. Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.
- D. Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State of Florida.

#### 15. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

- A. Disclosure of Interested State Employees and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.
- B. Convicted Vendors.** Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the

convicted vendor list. Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

- i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

**C. Vendors on Scrutinized Companies List.**

- i. **Scrutinized Companies.** Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

- D. Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.” Section 287.134(2)(a), F.S. Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

- E. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to the Commission’s Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the

Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

- F. Certain Violations of Federal Criminal Law.** If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

**16. INSURANCE.**

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

**17. SPONSORSHIP.**

As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

**18. PUBLIC RECORDS.**

- A.** All records in conjunction with this Grant shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.
- B.** This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.
- C.** If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:

- i. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

- ii. Keep and maintain public records required by the Commission to perform the service.
- iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
- v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

**19. COOPERATION WITH INSPECTOR GENERAL.**

Pursuant to subsection 20.055(5), F.S., Grantee, and any subcontractor to the Grantee, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

**20. SECURITY AND CONFIDENTIALITY.**

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

**21. RECORD KEEPING REQUIREMENTS.**

- A. Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.
- B. State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of

Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

- C. Grantee Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.
- D. Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.
- E. Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: <http://www.USASpending.gov>. Grant recipients awarded a new Federal grant greater than or equal to **\$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

## 22. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment B, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

## 23. FEDERAL COMPLIANCE.

As applicable, Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

- i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
- ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants that have been illegally taken, possessed, transported or sold.
- iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.
- iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for

transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

- v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a “taking” of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

**24. FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.**

- A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.
- B. Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- C. Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **\$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.
- D. Copeland “Anti-Kickback Act.”** The Copeland “Anti-Kickback” Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **\$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- E. Contract Work Hours and Safety Standards Act.** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **\$2,000.00**, and in excess of **\$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- F. Rights to Inventions Made Under a Contract or Agreement.** 37 CFR Part 401. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or subrecipient must comply with the requirements of 37



CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- G. Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
- H. Debarment and Suspension Contractor Federal Certification.** In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Grantee certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.
- I. Prohibition against Lobbying.**
- i. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Grantee also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Grantee with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Grantee has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Grantee shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Grantee shall file an updated declaration with the Commission’s Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Grantee shall submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
  - ii. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.
- J. Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

- K. Drug Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, the Grantee attests and certifies that the Grantee will provide a drug-free workplace compliant with 41 U.S.C. 81.

**25. CONTRACT-RELATED PROCUREMENT.**

- A. PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

- B. Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

- C. Procurement of Recycled Products or Materials.** Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

**26. PROFESSIONAL SERVICES.**

- A. Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or

registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

- B. Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**27. INDEMNIFICATION.**

If Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Grantee is not a state agency or subdivision as defined above, Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

**28. NON-DISCRIMINATION.**

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

**29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

**30. NO THIRD-PARTY RIGHTS.**

The Parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

**31. JURY TRIAL WAIVER.**

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

**32. PROHIBITION OF UNAUTHORIZED ALIENS.**

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

**33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

- i. **Requirement to Use E-Verify.** Section 448.095(2) Florida Statute requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Purchase Order term; and 2.) include in all subcontracts under this Purchase Order, the requirement that subcontractors performing work or providing services pursuant to this Purchase Order utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- ii. **E-Verify Online. E-Verify** is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. The Department of Homeland Security's E-Verify system can be found online at <https://www.e-verify.gov>.
- iii. **Enrollment in E-Verify.** As a condition precedent to entering a Purchase Order with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Purchase Order not being issued, or if discovered after issuance, termination of the Purchase Order.
- iv. **E-Verify Recordkeeping.** The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
- v. **Employment Eligibility Verification & Compliance.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Purchase Order and the Commission may treat a failure to comply as a material breach of the agreement. If the Commission terminates the Purchase Order pursuant to Section 448.095(2)(c) Florida Statute, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Purchase Order.

**34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.**

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

**35. TIME IS OF THE ESSENCE.**

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

**36. ENTIRE AGREEMENT.**

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

Florida Fish and Wildlife Conservation  
Commission

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

\_\_\_\_\_  
Executive Director (or designee)

Name: \_\_\_\_\_

\_\_\_\_\_  
CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

\_\_\_\_\_  
DOUG SMITH, CHAIRMAN

Title: \_\_\_\_\_

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

Date: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
SARAH W. WOODS, COUNTY ATTORNEY

*Brandy C. Elliott*  
\_\_\_\_\_  
FWC Attorney Signature

Attachments in this Agreement include the following:

- Attachment A Scope of Work
- Attachment B Requirements of the Federal and Florida Single Audit Acts, Exhibit 1
- Attachment C Monitoring Guidelines
- Attachment D Cost Reimbursement Requirements
- Attachment E Boating Access Performance Tracking and Reporting Forms
- Attachment F Notice of Grant Agreement (Site Dedication)

## SCOPE OF WORK

### 1. PROJECT DESCRIPTION

- A. Purpose and Background:** The Martin County Board of County Commissioners (Grantee) will use grant funds to design, engineer, and permit renovations to the Charlie Leighton Park Boat Ramp in Martin County, Florida.
- B. Project Benefits:** This project will result in a final design and permitting of renovations to the boat ramp and amenities at Charlie Leighton Park. Martin County anticipates that the improved facility will demonstrate a 20% greater usage, attracting a total of more than 7,200 boaters annually, which will generate economic revenue in the community. Improvements will create safer boat ramps and reduce potential for accidents and injuries.
- C. Type of Agreement:** This is a cost reimbursement agreement in accordance with Cost Reimbursement Contract Payment Requirements attached hereto and made a part hereof as Attachment D. Requirements are outlined in the Department of Financial Services, Bureau of Accounting and Auditing, *Reference Guide for State Expenditures*.
- D. Term of Agreement:** The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until June 30, 2024. Prior to the end of term, Grantee shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by June 30, 2024.**

### 2. PROJECT DELIVERABLES

Total payments for all deliverables will not exceed the maximum grant award amount of \$40,000.

- A. Deliverable 1:** The Grantee will, through own staff or through contracted services, design and engineer plans for ramp surface, dock, piling, lighting, shoreline, and ADA compliance renovations to the Charlie Leighton Park Boat Ramp.

**Deliverable 1 Tasks:**

- The Grantee will complete all required environmental surveys;
- Create draft plans to be approved by FBIP grant manager;
- Upon approval, create final plans for the replacement ramp.

**Compensation:** Total payment for this deliverable will be \$36,000.

**Minimum Performance:** Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance.

**Documentation:** Documentation includes an attestation of activities or services rendered and proof of payment. The Grantee shall provide topographic and bathymetric surveys conducted; draft plans; and final plans to the FBIP grant manager. See FWC Cost Reimbursement Contract Payment Requirements, Attachment D, for additional details on supporting documentation.

- B. Deliverable 2:** The Grantee will, through own staff or through contracted services, acquire all permits required for renovations to the Charlie Leighton Park Boat Ramp.

**Deliverable 2 Tasks:**

- The Grantee will prepare and submit applications to the Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (ACOE), and any other agencies that require permitting be applied for, and;
- Upon receipt of approval or other notices by the permitting agencies, provide copies to the FBIP grant manager.

**Compensation:** Total payment for this deliverable will not exceed \$4,000.

**Minimum Performance:** Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance.

**Documentation:** Documentation includes an attestation of activities or services rendered and proof of payment. The Grantee shall provide documented proof of contracted services rendered, copies of applications to permitting agencies, and copies of approved permits or other actions taken by permitting agencies. See FWC Cost Reimbursement Contract Payment Requirements Attachment D for additional details on supporting documentation.

### 3. FINANCIAL CONSEQUENCES

- A. Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection. Only those tasks completed, or items purchased and received in accordance with the scope of work and within the agreement period of performance will be eligible for reimbursement. Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-compliant with terms and payment will not be processed.
- B. In addition to nonpayment for tasks which are not satisfactorily or timely completed, or for failure to correct any project deficiencies, as noted in the final project inspection, the Commission will impose a financial consequence of twenty-five percent (25%) of the total contract amount for failure to complete any tasks satisfactorily or timely, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission employee verifying that the project was completed according to the project scope of work.
- C. Failure of Grantee to have all receipts and evidence of project performance reflecting costs were incurred within the period of performance may jeopardize payment of funds to the Grantee per the Agreement.
- D. Following the end of the term of this Agreement, the Grantee shall repay any Program funds received for the Project for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for a period of twenty (20) years. This section shall survive any Agreement termination.

### 4. PERFORMANCE

- A. **Permit Requirements:** The Grantee agrees to adhere to all federal, state, county and city permit requirements of the Project.



- B. Procurement:** The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission's grant manager for review prior to soliciting for quotations or commencing any work. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's grant manager, to retain in their own records.
- C. Engineering:** If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws. The Grantee agrees to adhere to all federal, state, county and city requirements of the Project and all requirements of the 2010 Standards issued pursuant to the Americans with Disabilities Act, 1003 – Recreational Boating Facilities. Standard 235.3 for Accessible Design requires that where boarding piers are provided at boat launch ramps, no fewer than one must be accessible. When compliance with ADA wheelchair accessibility requirements is in question with regard to reimbursable costs under this Agreement, the Commission may engage a third-party engineer at its own expense to review the design and report to the Commission concerning compliance. The Commission's determination based on this review will be final.
- D. Construction:** If applicable, the Contractor shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this contract and shall provide evidence of such certification upon request.
- E. Commencement of Work:** The Grantee shall commence work on the Project within ninety (90) days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the Commission.
- F. Performance Criteria:** The Grantee shall complete the Project as described in this Scope of Work and Florida Boating Improvement Program Application 21-008, incorporated herein by reference, according to any bid specifications. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.
- G. Certificate of Completion:** Within thirty (30) calendar days following completion of all Project deliverables, the Grantee shall sign and submit to the Commission's grant manager, a Certification of Completion Statement, attached hereto and made a part hereof as Attachment E, Form 5 which certifies the Project was completed in accordance with the provisions herein. Final photographs shall be submitted with the Certification of Completion Statement, Attachment E, Form 5.
- H. Project Close-out Report:** In addition to the Certificate of Completion and photos, within thirty (30) calendar days the Grantee shall submit the Project Close-Out Report Form, attached hereto and made a part hereof as Attachment E, Form 6. If any costs were determined by FWC to be ineligible after reimbursement, a refund check is also due within thirty (30) calendar days, mailed to: Grants & Revenue Section, FWC, 620 S. Meridian Street, Tallahassee, Florida 32399 and a photo copy of the check must accompany the Close-Out Report, Form 6.
- I. Site Dedication:** For construction grants, but not for grants which involve only design, engineering, permitting, or for grants for the installation of waterway markers or other projects on sovereign submerged lands, the Grantee agrees to dedicate the project site as a boat access facility for the use and benefit of the public as a condition of receiving funds under this Agreement. The Notice of

Grant Agreement Form (Site Dedication) is attached hereto and made a part hereof as Attachment F. If required, the Grantee shall execute and record this document in the official records of the County where the Project is located. As proof of the site dedication, a copy of the recorded document shall be submitted to the Commission in addition to the Certificate of Completion, Attachment E, Form 5.

Final reimbursement or 25% of the award, whichever is greater, shall be withheld until receipt of Site Dedication AND Certificate of Completion. Following this initial site dedication, the project site shall remain a public boat access facility for a period not less than twenty (20) years following the date the Site Dedication was recorded. Land under control other than by ownership by the Grantee (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Grantee as a public boat access facility for the entirety of this site dedication period surviving the Agreement termination. Grantee agrees to secure all authorizations necessary for continuing use and management of the property for the duration of this site dedication period. Title to all improvements shall be retained by the Grantee upon final payment by the Commission.

The Grantee shall repay all funds received for the Project under this Agreement for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for the duration of the site dedication period. Should the Grantee convert all or any part of the Project to other than Commission approved uses prior to the end of this site dedication period, or should the Grantee lose authorization to use and manage the property on which the Project is completed before the end of the site dedication period, the Grantee shall replace the area, facilities, resource or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes or the Grantee loses authorization to use and manage the property on which the Project is completed within the site dedication period and Grantee has not replaced the Project with a like project acceptable to the Commission, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project.

Site dedication, the site dedication period, and all terms of this section survive any Agreement termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

**J. Acknowledgement:** Upon completion of the Project, and prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain a permanent sign, not less than three (3) feet by four (4) feet in size, displaying the Commission's logo acknowledging the Commission and the Florida Boating Improvement Program as a funding source for the Project. Any other form of acknowledgement must be approved in writing by the Commission's grant manager. Such acknowledgement shall be maintained for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the sign or acknowledgement be damaged, removed or destroyed, the Grantee shall, at its expense, replace it within ninety (90) days. Should the Grantee fail to maintain such acknowledgement other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. The Grantee shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to displaying on site. Language to place on the sign shall include: This Project was funded by the Florida Fish and Wildlife Conservation Commission through the Florida Boating Improvement Program. This section survives any Agreement termination.

**K. Directional Signs:** Prior to the reimbursement of funds, the Grantee, at its expense, shall purchase,

erect and maintain directional signs, approved by the Commission, on main public highways to direct public users to each boating facility funded through the Program regardless of which portion of the Project the Program funded. The Grantee agrees to provide and maintain such signs at its expense for the entirety of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the signs be damaged, removed or destroyed, the Grantee shall, at its expense, replace them within ninety (90) days. Should the Grantee fail to erect and maintain such signs other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This requirement can be waived by the Commission’s Grant manager, in writing, if the Grantee receives a written denial from the Florida Department of Transportation for the installation of the signs. This section survives any Agreement termination.

**5. BUDGET**

**A. Project Budget:** For satisfactory completion of the tasks and deliverables described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed \$40,000. All amounts noted in the budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission’s Grant manager in writing prior to the deviation. The Grantee shall be reimbursed only for budgeted eligible expenses incurred during the Agreement Period that are directly related to the Project.

Deliverable		FBIP Request	Grantee Cost Share	Total (FBIP + Cost Share)
	Administration (Project Management)	\$0	\$0	\$0
1, 2	Contracted Services	\$40,000	\$39,000	\$79,000
	Site Preparation	\$0	\$0	\$0
	Demolition & Removal	\$0	\$0	\$0
	Construction	\$0	\$0	\$0
	Equipment (Rental or In-Kind Use)	\$0	\$0	\$0
	Contingency Costs	\$0	\$0	\$0
	Other Costs	\$0	\$0	\$0
	Pre-Award Costs	\$0	\$0	\$0
	<b>TOTAL</b>	<b>\$40,000</b>	<b>\$39,000</b>	<b>\$79,000</b>
	<b>PERCENTAGE</b>	<b>50.63%</b>	<b>49.37%</b>	<b>100.00%</b>

**B. Cost Share:** The Grantee agrees to provide 49.37% of the cost of the total cost of the project as indicated in FBIP Grant Application No. 21-008. The total compensation by the Commission shall be \$40,000 or 50.63% of the total cost, whichever is less.

**C. Pre-Award Costs:** The Martin County Board of County Commissioners was selected by the Florida Boating Improvement Program Evaluation Committee to move forward in the Florida Boating Improvement Program application process. No pre-award costs are authorized under the terms of this Agreement.

**6. COMPENSATION AND PAYMENT**

**A. Fee Schedule:** This section is not applicable

- B. Travel Expenses:** No travel expenses are authorized under the terms of this Agreement.
- C. Cost Reimbursement:** This is a cost reimbursement agreement. The total approved estimated project cost for the Project is \$79,000. The Commission agrees to reimburse the Grantee for an amount not to exceed \$40,000 or 50.63% of the total cost for the Project, whichever is less for satisfactory completion by the Grantee of the Project. The Grantee agrees to provide a minimum of \$39,000 or 49.37% toward completion of the Project and shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project.
- D. Invoice Schedule and Payment:** Invoices may be submitted upon the completion of at least one deliverable listed in the scope of work. The Commission shall have up to thirty (30) days to inspect and approve the Project's deliverables once reported complete by the Grantee. If there are deficiencies noted in the Project inspection, these shall be corrected by the Grantee prior to payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

Within thirty (30) days of completion of all Project deliverables, the Grantee shall report the Project complete by submitting all required documentation for reimbursement and Close-out. **Final payment shall be contingent upon the Commission's Grant manager receiving and accepting the:**

- **Final Request for Reimbursement (Attachment E, Form 2) and supporting documentation,**
- **Certification of Completion Form (Attachment E, Form 5) with required photos,**
- **Close-Out Report (Attachment E, Form 6),**
- **FWC final inspection of the Project, and**
- **Recorded Notice of Grant Agreement (Attachment F) reflecting site dedication, if required, as described herein.**

Final reimbursement or 25% of award, whichever is greater, shall be withheld until receipt and acceptance of all required documents.

- E. Forms and Documentation:** After receiving acceptance of deliverable completion from the Commission's Grant manager, the Grantee may submit a Reimbursement Request, Attachment E, Form 2.

Grantees shall submit a Detail of Claims, Attachment E, Form 3 for each deliverable requested for reimbursement. Reimbursement forms and supporting documentation must clearly identify the dates of services, a description of the specific Agreement deliverable(s) provided during the reporting period, an itemized list of expenditures, budget category of each expenditure, the payment amount requested as match or grant reimbursement, the Commission's Agreement Number and the Grantee's Federal Employer Identification (FEID) Number.

The Grantee must submit and maintain original supporting documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under any other state or federal funding source. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, original receipts, invoices, cancelled checks or EFT records, bank statements or copies of general ledgers. See FWC Cost Reimbursement Contract

Payment Requirements for additional details on supporting documentation which is attached hereto and made a part hereof as Attachment D.

The Commission's grant manager shall have up to ten (10) days to review and approve the invoice for payment. Any errors or insufficient supporting documentation included with the invoice will delay payment and the thirty (30) days to review by the Commission may begin again.

## 7. MONITORING SCHEDULE

- A. Compliance Monitoring and Corrective Actions:** The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. For additional information see Attachment C Monitoring Guidelines. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice within thirty (30) days. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice or submit a Corrective Action Plan if additional time is required. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.
- B. Site Inspections:** The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission's grant manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's grant manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for reimbursement.

The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement and for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility. This section shall survive any Agreement termination.

- C. Project Maintenance:** The Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in this Agreement for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. This section shall survive any Agreement termination.
- D. Project Progress Reports:** Starting the first quarter after the date the Agreement is executed, the Grantee shall submit to the Commission, on a quarterly basis, Quarterly Reports outlining the progress of the Project (financial and programmatic), identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Quarterly Report Forms attached hereto and made a part hereof as Attachment E, Form 1A & 1B. Progress reports are required until the Certification of Completion is submitted, even if work is complete. Reports are due to the Commission's grant manager according to the following schedule:

**Reporting Period**

January through March  
 April through June  
 July through September  
 October through December

**Report due by:**

April 15<sup>th</sup>  
 July 15<sup>th</sup>  
 October 15<sup>th</sup>  
 January 15<sup>th</sup>

**E. Annual Reports:** Following completion of a Construction Project, but not a project that involves only design, engineering, and permitting, or for grants for the installation of waterway markers or other projects on sovereign submerged lands, the Grantee shall submit to the Commission an annual report on June 30<sup>th</sup> of each year until the end of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. The Post Award Use and Access Annual Report Form attached hereto and made a part hereof as Attachment E, Form 7 shall be used to fulfill this annual requirement and shall be sent electronically to [FBIP@MyFWC.com](mailto:FBIP@MyFWC.com) or by mail to Attn: FBIP Administrator, FWC, 620 S. Meridian St., Tallahassee, FL 32399. This annual report shall include a description of the condition of any facilities funded with Program funds including any major repairs to the facilities; the amount of revenue collected from any permits or fees for the use of the facilities; and an estimate of the number of users of the facilities. Should the Grantee fail to complete and submit these annual reports, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This section survives any Agreement termination.

**8. INTELLECTUAL PROPERTY RIGHTS**

No additional requirements. Refer to Section 12 of the Agreement.

**9. SUBCONTRACTS**

Subcontractors shall be reported to the Commission's Grant manager on the Subcontractor List, Attachment E, Form 8 prior to commencing work. Grantees shall additionally submit a No Conflict of Interest statement for each subcontractor to the Commission's Grant manager. Refer to Section 14 of the Agreement.

**10. INSURANCE**

No additional requirements. Refer to Section 16 of the Agreement.

**11. SECURITY AND CONFIDENTIALITY**

No additional requirements. Refer to Section 20 of the Agreement.

**12. RECORD KEEPING REQUIREMENTS**

Records shall be maintained for ten (10) years following the completion of a construction Project, or five (5) years following the completion of a non-construction Project. Completion of the Project has occurred when all reporting requirements are satisfied, and final payment has been received by the Grantee, as documented by the date of the Closeout Letter issued by the FWC Grant manager. Refer to Section 21 of the Agreement.

**13. NON-EXPENDABLE PROPERTY**

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at \$1,000 or more for performance under this Agreement.

#### 14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

Refer to Section I, Site Dedication, above in Section 4, Performance.

#### 15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

- A. Fees:** The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement as well as the term of the site dedication period in Section I, Site Dedication, above in Section 4, Performance to ensure that fees are comparable and reasonable, and that funds collected are not reallocated or diverted to any non-boating access related purpose. This section survives any Agreement termination.
- B. Drug-Free Workplace Requirement for Construction Contractors:** Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.
- C. Contractor Eligibility:** All contractors shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this Agreement and shall provide evidence of such certification to the Commission upon request.

(Remainder of page left blank intentionally.)

## AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Subrecipient may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Subrecipient will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

### MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter “OMB Uniform Guidance” and Section 215.97, F.S., as revised (see “AUDITS” below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

### AUDITS

**PART I: FEDERALLY FUNDED.** If this Agreement includes a Federal award, then the following provisions apply:

- A. This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.
- B. In the event that the Subrecipient expends **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Subrecipient conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.
- C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
- D. If the Subrecipient expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **\$500,000.00 (\$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in



accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than Federal entities).

- E. Such audits shall cover the entire Subrecipient's organization for the organization's fiscal year. Compliance findings related to agreements with the Commission shall be based on the agreement requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission agreement involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.
- F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each agreement with the Commission in effect during the audit period.
- G. If the Subrecipient expends less than **\$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Subrecipient expends less than **\$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other-than Federal entities).
- H. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

**PART II: STATE FUNDED.** If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

- A. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of **\$750,000.00** (**\$500,000.00** in fiscal years prior to July 1, 2016) in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Subrecipient shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters

10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- C. If the Subrecipient expends less than **\$750,000.00 (\$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than **\$750,000.00 (\$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other-than State entities).
- D. Additional information regarding the Florida Single Audit Act can be found at:  
<https://apps.fldfs.com/fsaa/>.
- E. Subrecipient shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

**Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**

### **PART III: REPORT SUBMISSION**

- A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:

1. The Commission at the following address:

**Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**

2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):

**Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132**

3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.

- B.** Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.
- C.** Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Subrecipient directly to each of the following:
1. The Commission at the following address:  
  
**Office of Inspector General  
Florida Fish and Wildlife Conservation Commission  
Bryant Building  
620 S. Meridian St.  
Tallahassee, FL 32399-1600**
  - 2) The Auditor General's Office at the following address:  
  
**Auditor General's Office  
G74 Claude Pepper Building  
111 West Madison Street  
Tallahassee, FL 32399-1450**
- D.** Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Agreement shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Subrecipients and sub-Subrecipients, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient/sub-Subrecipient in correspondence accompanying the reporting package.

*- End of Attachment -*

**Exhibit 1  
FEDERAL AND STATE FUNDING DETAIL**

**FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

<b>Federal Program(s) Funds</b>		
<b>CFDA #</b>	<b>CFDA Title</b>	<b>Amount</b>
	Total Federal Awards	

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

<b>Federal Program(s) Compliance Requirements</b>	
<b>CFDA #</b>	<b>Compliance Requirements</b>

**STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

<b>Matching Funds Provided by CFDA</b>		
<b>CFDA #</b>	<b>CFDA Title</b>	<b>Amount of Matching Funds</b>
	Total Matching Funds Associated with Federal Programs	

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

<b>State Project(s)</b>		
<b>CSFA #</b>	<b>CSFA Title</b>	<b>Amount</b>
77.006	Florida Boating Improvement Program	\$40,000.00
	Total State Awards	\$40,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

<b>State Project(s) Compliance Requirements</b>	
<b>CSFA #</b>	<b>Compliance Requirements</b>
77.006	Recipient must comply with Florida Boating Improvement Program Guidelines, July 2019

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Subrecipient.

*- End of EXHIBIT 1 -*

## Monitoring Guidelines

Florida has enhanced state and local capacity for public boating access through various funding sources including state and federal grant funds. The Florida Fish and Wildlife Conservation Commission (FWC) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable U.S. Fish and Wildlife Service (USFWS) grant guidance and statutory regulations. The monitoring process is designed to assess a Grantee/Recipient or Sub-Recipient's (hereafter collectively referred to as Recipient) compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities – financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of project construction, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FWC and the applicant via e-mail and telephone or other electronic means. On-site monitoring are actual visits to the Recipient agencies by FWC representatives who examine records, procedures and projects.

### No Conflict of Interest:

Grant Managers shall complete the Agency 'No Conflict of Interest' form at the time they are assigned/assume responsibility for an agreement. If a conflict exists, the Grant Manager shall notify their immediate supervisor at the earliest opportunity. The supervisor is responsible to reassign the Agreement or coordinate with leadership and/or Legal to determine the appropriate resolution.

### Frequency of annual monitoring activity:

Each year the FWC will conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Recipients that should be reviewed and the level of monitoring that should be performed. It is important to note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

### Areas that will be examined may include:

- Management and administrative procedures;
- Grant folder maintenance;
- Accounting system;
- Program for obsolescence;
- Status of expenditures;
- Status of planning, design and engineering activity;
- Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NEPA/Section 7/EHP compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Americans with Disabilities Act (ADA Status);
- Procurement Policy
- Procurement documents
- Subcontractor agreements if applicable

FWC may request additional monitoring/information if the activity, or lack thereof, generates questions from the USWFWS region, or FWC leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring as determined by FWC. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FWC determines that a Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective Recipient will be notified by the program office via email. Information will include the Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the Recipient level. Issues that require further TA will be assisted by FWC grant program staff. Examples of TA include but are not limited to:

- Eligibility of items or services
- Coordination and partnership with other agencies
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by FWC or designated personnel. On-Site Monitoring visits will be scheduled in advance with the Recipient agency Point of Contact (POC) designated in the funding agreement.

FWC will also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

#### On-Site Monitoring Protocol:

On-Site Monitoring Visits will begin with those Recipients that are currently spending or have completed spending for that federal fiscal year (FFY) or state fiscal year (SFY), as applicable. Site visits may be combined when geographically convenient. There is a financial/programmatic on-site monitoring checklist to assist in the completion of all required tasks.

#### Site Visit Preparation:

A letter will be sent to the Recipient agency POC outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the Recipient in writing (email is acceptable) and documented in the Recipient folder.

The physical location of the project if located at an alternate site should be confirmed with a representative from that location and the address should be documented in the Recipient folder before the site visit.

#### On-Site Monitoring Visit:

Once FWC personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FWC intends to examine will be identified. All objectives of the site visit will be explained at this time.

FWC personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of the project site will be conducted.

All project deliverables selected for review should be visually inspected whenever possible. Acknowledgement of project funding should be placed in a prominent location in accordance with applicable agreement provisions. Photographs should be taken of the project site, signage and any other relevant activity.

If a project deliverable is not available at the time of the site visit, the appropriate documentation must be provided to account for the project progress.

Other programmatic issues can be discussed at this time such as missing quarterly project progress reports, payment/voucher /reimbursement, etc.

Post Monitoring Visit:

FWC personnel will review the on-site monitoring documents and backup documentation as a team and discuss the events of the on-site monitoring.

Within thirty (30) calendar days of the site visit, a post monitoring letter will be generated and sent to the Recipient explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a post monitoring letter to that effect will be generated and sent to the Recipient. The Recipient will correct all deficiencies or submit a Corrective Action Plan within forty-five (45) calendar days of the monitoring letter date. Noncompliance on behalf of Recipients is resolved by FWC management under the terms of the Recipient Agreement.

The On-Site Monitoring report and all backup documentation will then be included in the Recipient's file.



### COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved contract budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the contract.

FWC is required to maintain the detailed supporting documentation in support of each request for cost reimbursement and to make it available for audit purposes. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved contract budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. FWC may require more detailed documentation as deemed appropriate to satisfy that the terms of the contract have been met.

Listed below are types and examples of supporting documentation:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

For cost reimbursement contracts with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

**ATTACHMENT E**  
**FWC BOATING ACCESS GRANTS**  
**GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

AGREEMENT# 21110

**Quarterly Financial History, Performance, & Status Report (Form 1A and Form 1B):**

The reporting requirements noted in this section are designed to provide the state with sufficient information to monitor grant implementation and goal achievement. To support effective monitoring of the grant, progress reports must be:

1. Completed on a quarterly basis. In order to be considered in compliance with the terms of the Agreement, the required reports must be submitted no later than **15** days after the end of each Quarterly Reporting period.
2. These reports are to include, but not be limited to, the work that has been completed, the work in progress and the timeline of the work left to be completed. If any delays from the original timeline have occurred, specify the reason and revise the completion timeline. Note if ahead of schedule or unexpected cost savings.
3. If expenditures do not occur during the Quarter being reported, a Quarterly Report should still be submitted along with a complete explanation on Forms **1A** and **1B**. Not submitting Quarterly Reports can result in a delay of receiving funds. No funds will be dispersed until all Quarterly Reports are current.

**FORM 1A**

**Completing the Quarterly Report**

1. Fill in the Recipient/Subrecipient contact information to the left: Agency/Organization Name, Address, POC Name and Phone number. Fill in the Agreement number and select the appropriate reporting period and year being reported on using the drop box menu below agreement number.
2. number.

**Financial History**

For each applicable category identify the amount allocated, quarterly funds expended, and total funds expended to date. All shaded cells will auto-populate.

- **Amount Allocated:** Should be aligned with your current budget. Requests for a revised budget shall be preapproved by the FWC Grant Manager and may require execution of an Amendment to the Funding Agreement to modify scope and/or budget.
- **Quarterly Funds Expended:** Should reflect total funds **expended during the period** for which you are reporting.
- **Total Funds Expended:** Should reflect the entire amount of funds **expended up to the last day** of the reporting period.
- **Expenditure(s) Completion Percent:** Will auto-populate and reflect the percent of funds expended based on Amount Allocated and Total Funds Expended.
- **Remaining Balance:** Will auto-populate and reflect the remaining balance based on Amount Allocated and Total Funds Expended.

**Performance Tracking**

For the Performance Tracking section of the reporting form, each Project budgeted on this Agreement should be reported separately to reflect the current status.

- **Project Title:** Identify each project title, (i.e. Moore Haven Marina Seawall, Old Ferry Dock Boat Ramp, etc.)
- **Category:** Select the category associated with the project from the drop-box menu. If the project is associated with multiple categories list the project multiple times on the Project Title section and report accordingly. (i.e. Administration, Contracted Services, Permitting & Inspection Fees).
- **Start Date:** This date should identify the actual start date of the project, if the project has not started list the projected start date.
- **Projected End Date:** List the anticipated end date of the project and/or actual end date of the project.
- **Percentage Completed:** Identify progress made by utilizing percentages, showing how far or near the project is to completion. (0% to 100% scale). For non-construction projects this may be estimated, and for construction projects refer to AIA G-702 form.
- **Funds Allocated (Budget):** Funds allocated should reflect the amount of funds allocated for each project category and should be in agreement with your current budget. If not, submit a request for a revised budget. Requests shall be preapproved by the FWC Grant Manager and may require execution of an Amendment to the Funding Agreement to modify scope and/or budget.
- **Project Status:** Select the appropriate status of the project from the drop-box menu. If Delays, Issues, or Cancellations are selected, please expand on it in the narrative portion of the reporting form.
- **Cumulative Amount Previously Submitted for Reimbursement** Should reflect the total amount of all claims that have been submitted for reimbursement to date. **Total Received** Should reflect the total amount of funds received to date.

**\*\*\*Both Grant Manager and Financial Officer should verify and sign off on this section.\*\*\***

**ATTACHMENT E**  
**FWC BOATING ACCESS GRANTS**  
**GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

**FORM 1B**

**Project Status for Reporting Quarter**

Provide a detailed narrative status update for all projects.

**Timeline of Events for Reporting Quarter**

List project activities and milestones (i.e. P.O., Contract Executed, etc.) by date, followed by a brief description of the milestone. Also include whether the project will be completed on schedule. If not, indicate the timeframe for completion, reason for the delay and the effect of these challenges on the remaining schedule for achieving the other objectives of the project.

**Other**

List any additional project information.

**Technical Assistance**

If technical assistance is needed, please indicate the type of technical assistance required.

**Recipient/Subrecipient POC needs to sign certifying that the information provided within the quarterly report is true and the cost(s) are valid cost(s) incurred in accordance with the Project Agreement.**

**FORM 2**

**Completing Reimbursement Request FORM 2**

1. Fill in the Recipient/Subrecipient contact information to the left: Agency/Organization Name, Address, POC Name and Phone Number.
2. Fill in the Agreement number and reimbursement information.

- **Agreement Amount:** Should reflect the amount of the actual Agreement.
- **Submission Date:** Date reimbursement request is sent to State Administrative Agency for processing.
- **Payment #:** Should be the numeric value representing the reimbursement submission in sequential order. (i.e. 1,2,3...etc.)
- **Payment Amount:** Should reflect the total amount being requested for reimbursement.
- **Funds Expended During the Period:** This should reflect the timeframe funds were expended for the purchase and/or service.
- **Category Table:** This should reflect the amount claimed against each category.
- **Total Expenditures:** Should auto-populate and reflect the amount being claimed.

**FORM 3**

**Detail Of Claims**

1. Fill in your Agency/Organization Name and Agreement number.

Complete this form separately for each category claimed. Select the appropriate category and itemize all costs within that category that are applicable

2. to the reimbursement request.
  - **Vendor:** Indicate the vendor used for purchase/service.
  - **Date Paid:** Date should indicate the date the payment was made for the purchase and/or service.
  - **Check #:** Indicate check number or payment form if check was not utilized. (i.e. ETF for electronic funds transfer)
  - **Description:** Brief description of purchase/service provided.
  - **Amount:** This should only indicate the amount claiming for reimbursement. If the amount claiming is less than the invoice or check, indicate that on description section or notate on backup document.

**ATTACHMENT E**  
**FWC BOATING ACCESS GRANTS**  
**GRANT RECIPIENT/SUBRECIPIENT FORMS and REQUIREMENTS**

**FORM 4**

**Instructions for Completing the Time and Effort Reporting (if applicable)**

- According to Federal cost principals employees/contract employees who are paid in full or partially from federal sources must document their time in the form of personnel activity reports (Time and Effort Reports).
- All subrecipient Agreements that contain Administration cost are required to submit a Time and Attendance Report as part of their reimbursement packet. This includes when Administration/Contract Management are claimed as In-Kind Cost Share (Match).
- The Time and Effort Report must account for all activity in which the employee/contract employee is being compensated and not merely the activity being requested for reimbursement to a specific Funding Agreement.
- The report should reflect an after-the-fact distribution of time associated with each activity/project by the employee/contractor.
- Subrecipients must use the attached Time and Effort Reporting to account for an employee/contractor actual time by activity/project and must account for 100% of the time the individual is being compensated from the grant.
- Charges for sick time, vacation, holiday and all costs associated with fringe benefits or employee related expenses shall be allocated at proper percentages. A Recipient/Subrecipient may not charge more hours to a Funding Agreement for such expenses than that Recipient/Subrecipient is charged for the employee/contract employee compensation. As an example, if a Time and Effort Report shows that he or she spent 8 hours of his or her time on boating access project activity, no more than the corresponding percentage (activity time divided by contracted hours) of his or her fringe benefit charges may be applied to that Funding Agreement. If that employee/contract employee is paid from multiple boating access projects, fringe benefit charges may only be applied to each individual project Funding Agreement at the percentage that the employee/contract employee's time is charged to each individual project Funding Agreement.
- Subrecipients are responsible for the proper allocation to Administration charges as they relate to personnel costs. Grant guidance should be used as a resource to determine the differences and allowability. Supervisors signing the Time and Effort Report are attesting that the report and distribution of time meets the requirements as stated in grant guidance, and your Funding Agreement.

**FORM 5**

**Instructions for Completing the Certification of Completion Statement**

- Indicate the grant program from which funding was received.
- Enter FWC Agreement number if not already populated.
- Print your name and title and the entity name which is reflected on the funding agreement.
- Sign and date form. Within thirty (30) days of completion of the project, submit Form 5 to the FWC grant manager **with photos** documenting the project to include all deliverables which received funding from the grant. FWC will complete the rest of the form.

**FORM 6**

**Completing the Final Project Closeout Report**

Fill in the Subrecipient contact information: Subrecipient Agency/Organization Name, Address, Agreement #, Agreement Amount, Agreement Period of Performance (Execution date to end date).

- **Total Expenditures:** Indicate the amount expended per category and cumulative amount expended.
- **Agreement Amount:** Agreement amount taking account any modification made to the agreement.
- **Deobligated Funds:** Cumulative amount of funds not being used and will be reverted back to the state.

**ATTACHMENT E**  
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**Date Expenditure(s) Payment Received**

Indicate the date(s) that your payment(s) from the State for your reimbursement request(s) was/were received by your organization and the amount of the payment.

- **Was income earned on the project during the Period of Performance?:** Program income is gross income earned by a Recipient/Subrecipient that is directly generated by a grant-supported activity, or earned as a result of the grant, during the grant period. Was incomes earned as defined? If yes, include a check for the income with the close-out report.
- **Were Funds Expended in accordance with Agreement terms?:** All expenditures should be in accordance with applicable policies and procedures: Federal, State, and Local level, including agreement terms. If any costs were reimbursed but determined later to be ineligible for funding, refund of funds is required within thirty (3) calendar days of completion of the project.
- **All Quarterly reports submitted up to current reporting period:** Quarterly reports must be submitted from the period in which the Agreement was executed up to the period in which the close-out is approved. If close-out approval process is extended into an additional quarter due to corrections needed by the Recipient/Sub-Recipient, the Recipient/Sub-Recipient must submit a report for that additional period.

**Program Income, Refund And/or Final Interest Check**

Any funds owed to the FWC must be returned within thirty (30) calendar days of project completion. Please contact your grant manager if you owe the FWC funds for any reason.

**Grant Manager and Financial Officer needs to sign certifying that the information provided within the close-out is true and the cost(s) are valid cost(s) incurred in accordance with the Agreement.**

**FORM 7**

**Post Award Use & Access Annual Report**

Fill in the Subrecipient contact information: Subrecipient Agency/Organization Name, Address, Agreement #, Agreement Amount, Agreement Period of Performance (Execution date to end date).

- **Total Expenditures:** Indicate the amount expended per category and cumulative amount expended.
- **Agreement Amount:** Agreement amount taking account any modification made to the agreement.
- **Deobligated Funds:** Cumulative amount of funds not being used and will be reverted back to the state.

**FORM 8**

**Subcontractor List**

- Fill in the names of any companies which are intended to be selected to implement work under this Agreement. Submit list to Grant Manager prior to entering into a contract so that applicable review and verification may be completed. Include the DUNS (Dun & Bradstreet) or Unique Identifier for each company.

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
FINANCIAL HISTORY & PERFORMANCE TRACKING  
ATTACHMENT E - FORM 1A**

**Recipient/Subrecipient**

Martin County BOCC

**AGREEMENT#** 21110

**QUARTERLY REPORTING DUE DATES**

*(Drop box list below select the quarter of activity being reported along with year)*

**Period:** Select Period of Performance

**Financial History Report**

For directions click link

[Instructions](#)

Shaded cells are calculated for you. You do not need to enter anything into them.

Category	Total Allocated	Quarterly Funds Expended	Total Funds Expended	Expenditure(s) Percent	Remaining Balance
Administration Costs (max 5% of total)				#DIV/0!	\$ -
Contracted Services				#DIV/0!	\$ -
Permitting & Project Inspection Fees				#DIV/0!	\$ -
Site Preparation				#DIV/0!	\$ -
Demolition & Removal				#DIV/0!	\$ -
Construction				#DIV/0!	\$ -
Equipment (Rental or In-Kind Use)				#DIV/0!	\$ -
Contingency Costs				#DIV/0!	\$ -
Other Costs				#DIV/0!	\$ -
Pre-Award Costs				#DIV/0!	\$ -
<b>Total Expenditures</b>					<b>\$ -</b>

**Performance Tracking**

Project Title	Category	Start Date	Projected End Date	Percentage Completed	Funds Allocated (Budget)	Project Status
<b>TOTAL (or Average Percentage)</b>				<b>#DIV/0!</b>	<b>\$ -</b>	

Cumulative Amount Previously Submitted for Reimbursement \_\_\_\_\_

Total Received \_\_\_\_\_

**I hereby certify that the above cost are true and valid cost incurred in accordance with the project agreement.**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Grant Manager**

**I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Financial Officer**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**FWC BOATING ACCESS GRANTS  
Quarterly Status Report  
ATTACHMENT E - FORM 1B**

**Recipient/Subrecipient**

Martin County BOCC

**AGREEMENT#** 21110

**INSTRUCTIONS**

**For instructions on completing**

*click the HELP button*

**PROJECT STATUS** (Provide a status for each Category with an allocation. i.e. Permitting, Demolition, Construction, etc.)

**TIMELINE OF EVENTS FOR REPORTING PERIOD**

**OTHER** (Optional) - Can report internal expenditures not yet claimed and/or any projected balance, project delays and reason (i.e. cost savings, permits, etc.).

**TECHNICAL ASSISTANCE**

Is technical assistance needed: \_\_\_\_\_ If "yes", are you requesting, onsite visit or phone call \_\_\_\_\_

**I hereby certify that the above information provided are true and the cost(s) are valid cost(s) incurred in accordance with the project agreement.**

Signed: \_\_\_\_\_

**Grant Manager**

Date: \_\_\_\_\_

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
REIMBURSEMENT REQUEST  
ATTACHMENT E - FORM 2**

**Recipient/Subrecipient**  
Martin County BOCC

**AGREEMENT#** \_\_\_\_\_ 21110

Agreement Amount	
Submission Date	
Reimbursement #	
Requested Amount	

**COSTS INCURRED DURING THE PERIOD OF:** \_\_\_\_\_ **THROUGH** \_\_\_\_\_

Shaded cells are calculated for you. You do not need to enter anything into shaded cells.

**THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM**

	Total Cost	Match/Cost Share	Other	Grant Cost (FBIP/BIGP/SFR)
Administration Costs (max 5% of total)				
Contracted Services				
Permitting & Project Inspection Fees				
Site Preparation				
Demolition & Removal				
Construction				
Equipment (Rental or In-Kind Use)				
Contingency Costs				
Other Costs				
Pre-Award Costs				
<b>Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Percentage</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Grant Manager

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Financial Officer

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**TO BE COMPLETED BY FWC STAFF**

<b>AGREEMENT AMOUNT</b>	
<b>PREVIOUS PAYMENT(S)</b>	<b>#VALUE!</b>
<b>THIS PAYMENT</b>	
<b>REMAINING BALANCE</b>	<b>#VALUE!</b>

<b>TOTAL AMOUNT TO BE PAID ON THIS INVOICE</b>
_____

**DATE SUBMITTED TO FWC** \_\_\_\_\_



STATE OF FLORIDA  
 FWC BOATING ACCESS GRANTS  
 DETAIL OF CLAIMS BY CATEGORY  
 ATTACHMENT E - FORM 3

Complete this form **once for each category claimed** in this reimbursement request. Itemize each expense that makes up the total claimed for that category.

Recipient/Subrecipient: Martin County BOCC

AGREEMENT # 21110

COST INCURRED DURING THE PERIOD OF: January 0, 1900 THROUGH #VALUE!

Category	VENDOR	DATE PAID	CHECK # or EFT	DESCRIPTION	Match/Cost Share	Grant Cost (FBIP/BIGP/SFR)
<b>TOTAL EXPENDITURES</b>					\$ -	\$ -

FORM MUST ACCOMPANY THE REIMBURSEMENT REQUEST

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
TIME AND EFFORT  
ATTACHMENT E - FORM 4**

This form is required to accompany reimbursement claims for **salaries credited as match/cost share** to the grant.

Employee Name: \_\_\_\_\_ Agreement: 21110

Pay Period: \_\_\_\_\_ TO \_\_\_\_\_ Indicate Contracted Hours for Pay Period \_\_\_\_\_

		Week 1								Week 2								Grand Total	
	Hours Type	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total		
1	Administration Costs (max 5% of total)								0								0	0	
2	Vacation								0								0	0	
3	Sick Time								0								0	0	
4									0								0	0	
5									0								0	0	
6									0								0	0	
7									0								0	0	
8									0								0	0	
9									0								0	0	
10									0								0	0	
11									0								0	0	
12									0								0	0	
13									0								0	0	
14									0								0	0	
<b>Daily Totals</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>Week One Total</b>									<b>0</b>	<b>Week Two Total</b>								<b>0</b>	<b>0</b>
I hereby certify that the above allocation of my time is accurate for the time period in which this report covers.									I hereby certify that to the best of my knowledge and belief, the reported time allocation entered in this report is accurate and in accordance with Local, State, and Federal Regulations and Guidance as applicable pertaining to reimbursement on Boating Access Grants.										
Employee Signature: _____									Supervisor Signature: _____										
Date: _____									Date: _____										

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
ATTACHMENT E - FORM 5**

**CERTIFICATION OF COMPLETION STATEMENT**

**Grant Program:**

**FWC Agreement #** 21110

- Boating Infrastructure Grant Program (BIGP)  
 Florida Boating Improvement Program (FBIP)  
 Sportfish Restoration Program (SFR)

I, \_\_\_\_\_  
(Print or Type Name and Title)

representing \_\_\_\_\_  
(Name of Recipient Agency/Entity)

do hereby certify that the project funded by FWC Agreement # 21110 has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

**CERTIFICATION BY COMMISSION**

I certify: That to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

\_\_\_\_\_  
(Division)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print or Type Name and Title)

Inspected: \_\_\_\_\_ Yes \_\_\_\_\_ No or N/A \_\_\_\_\_ Engineer Reviewed

\_\_\_\_\_  
(Name of Inspector/Engineer)

\_\_\_\_\_  
(Date of Inspection)

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
PROJECT CLOSE-OUT REPORT  
ATTACHMENT E - FORM 6**

This form should be completed and submitted to the Commission no later than **thirty (30) days** after completion of projects or the termination date of the Agreement, whichever occurs first.

**Martin County BOCC**  
RECIPIENT / SUBRECIPIENT

**0**

ADDRESS

**0**

CITY AND STATE

(1) COST CATEGORIES	(2) TOTAL EXPENDITURES
Administration Costs (max 5% of total)	
Contracted Services	
Permitting & Project Inspection Fees	
Site Preparation	
Demolition & Removal	
Construction	
Equipment (Rental or In-Kind Use)	
Contingency Costs	
Other Costs	
Pre-Award Costs	
<b>Total</b>	\$ -

21110

AGREEMENT #

\$

-

AGREEMENT AMOUNT

AGREEMENT PERIOD OF PERFORMANCE

(3) DATE EXPENDITURE(S) DATE*	(4) PAYMENT RECEIVED AMOUNT
<b>Total</b>	\$ -

**Please Indicate Amounts For The Following:**

Agreement Amount	\$ -
Total Expenditures	\$ -
Deobligated Funds	\$ -

Was income earned on the project during the POP? Y/N \_\_\_\_\_

Were funds expended in accordance with agreement terms? Y/N \_\_\_\_\_

All quarterly reports submitted up to current reporting period? Y/N \_\_\_\_\_

Certification of Completion & photos submitted? Y/N \_\_\_\_\_

**REFUND AND/OR PROGRAM INTEREST CHECK**

Refund and/or final program income check is due no later than thirty (30) days after the completion of the project.

Date Form 5 signed by Recipient: 01/00/00

**Make check payable to :** **Florida Fish & Wildlife Conservation Commission**  
Grants & Revenue Section  
Florida Fish & Wildlife Conservation Commission  
620 S. Meridian Street  
Tallahassee, FL 32399

Is documented match/cost share sufficient? Y/N \_\_\_\_\_

I hereby certify that the above cost(s) are true and valid cost(s) incurred in accordance with the project agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Grant Manager

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Financial Officer

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
POST AWARD USE & ACCESS ANNUAL REPORT  
ATTACHMENT E - FORM 7**

**Recipient:** Martin County BOCC **FWC AGREEMENT #** 21110

**Project Title:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

**Agreement End Date:** \_\_\_\_\_

**Useful Life End Date:** \_\_\_\_\_

Reporting period is the July 1-June 30 state fiscal year.

Provide a description of the condition of any facilities funded with Program funds including any major repairs to the facilities.

Indicate the amount of revenue collected from any permits or fees for the use of the facilities.

\$ \_\_\_\_\_

Is this amount Actual or Estimated?

If there is any anticipated permit or fee increase/decrease, please provide the current and proposed amounts, and the reason for the change.

Estimate the number of annual users of the facilities.

The FWC Funding Agreement Scopes of Work stipulate in Section 15, SPECIAL PROVISIONS FOR CONSTRUCTION PROJECTS that the Commission will ensure funds collected are not reallocated or diverted to any non-boating access related purpose.

I hereby certify that the above report is true and correct to the best of my knowledge as of this date in accordance with the project Agreement, and that the fees generated from use of the grant funded project(s) were expended for the operation and maintenance of the project in this Agreement.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA  
FWC BOATING ACCESS GRANTS  
SUBCONTRACTOR LIST  
ATTACHMENT E - FORM 8**

AGREEMENT# 21110

In accordance with FWC Funding Agreement Section 14, SUBCONTRACTS, "The (Recipient/Subrecipient) must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the (Recipient/Subrecipient) reserves the right to reject any subcontractor."

In accordance with FWC Funding Agreement Section 15, MANDATORY DISCLOSURES, the Commission may verify the entities listed below against the convicted, suspended or discriminatory complaints vendor list.

If applicable, in accordance with FWC Funding Agreement Section 24, FEDERAL FUNDS, the Commission may verify the entities listed below are not Debarred, Suspended, Ineligible or Voluntarily Excluded from participation in this transaction. The Commission may request documents to support adherence to E-Verify or any other applicable federal requirement of this Agreement.

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
Vendor/Contractor

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Identifier

\_\_\_\_\_  
DUNS/Unique Identifier

\_\_\_\_\_  
DUNS/Unique Entity ID

\_\_\_\_\_  
DUNS/Unique Entity ID

NOTICE OF GRANT AGREEMENT / SITE DEDICATION

This Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission, under the grant program called the Florida Boating Improvement Program (FBIP). In accordance with Chapter 68-1.003, F.A.C., and the Program Guidelines of the FBIP, the Property is hereby dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

DEDICATOR

\_\_\_\_\_  
Original signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_, who is personally known to me or who  
produced \_\_\_\_\_ as identification.

Stamp:

\_\_\_\_\_  
Notary Public, State of Florida







## Office of Management and Budget - Supplemental Memo Attachments

**Item #6 – To APPROVE A BUDGET RESOLUTION TO AMEND THE FLORIDA EMS TRUST FUND GRANT TO ALLOCATE CARRYOVER DOLLARS FROM THE PREVIOUS YEAR**

**DOCUMENTS REQUIRING ACTION:**

- Budget Resolution

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

**RESOLUTION NUMBER**

**RESOLUTION INCREASING THE FL EMERG MED SVCS TRUST FUND REVENUES AND APPROPRIATIONS**

- WHEREAS,** On December 28, 2021, FDOH awarded Martin County \$21,753 of FY22 EMS Trust funds via award #C9043. This is a yearly grant;
- WHEREAS,** There were some dollars left unexpended from the prior year and accumulated interest earned, and the FDOH has approved the carry forward of these funds; and
- WHEREAS,** Appropriations of unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), F.S.;

**NOW, THEREFORE, BE IT RESOLVED,** BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT THESE RECEIPTS AND APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
<b>REVENUES:</b>						
13769	4012	33420	000		(\$14,187.67)	State Grants / Public Safety
13769	4012	39900	000		(\$976.05)	Fund Balance Forward
13770	4012	33420	000		\$14,187.67	State Grants / Public Safety
13770	4012	39900	000		\$975.95	Fund Balance Forward
<b>TOTAL:</b>					<b>(\$0.10)</b>	
<b>APPROPRIATIONS:</b>						
13769	4012	06400	526		(\$15,163.72)	Furniture and Equipment
13770	4012	06400	526		\$15,163.62	Furniture and Equipment
<b>TOTAL:</b>					<b>(\$0.10)</b>	

**DULY PASSED AND ADOPTED THIS 17th DAY OF MAY, 2022**

**ATTEST:**

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

\_\_\_\_\_  
Carolyn Timmann, Clerk of the Circuit Court and Comptroller

\_\_\_\_\_  
Doug Smith, Chairman

17-May-22 Dept-1  
Agenda Date Item Number

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Sarah W. Woods, County Attorney

\_\_\_\_\_  
Batch Number Input Date



## Office of Management and Budget - Supplemental Memo Attachments

### Item #7 – BUDGET RESOLUTION TO ACCEPT ADDITIONAL FUNDING FOR THE COMMUNITY SERVICES BLOCK GRANT (CSBG) - CARES GRANT

#### DOCUMENTS REQUIRING ACTION:

- Budget Resolution

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

**RESOLUTION NUMBER**

**RESOLUTION INCREASING THE CSBG CARES FUNDING FOR FY22 FUND REVENUES AND APPROPRIATIONS**

- WHEREAS,** At the January 5, 2021 BOCC meeting, the Board approved the acceptance of Community Services Block Grant (CSBG) – CARES grant funds from the St. Lucie County Board of County Commissioners; and
- WHEREAS,** The St. Lucie County Board of County Commissioners would like to allocate additional funds to Martin County, slating Martin County to receive an additional \$24,438.67. This will be added to the initial \$116,936 that was received and approved in January 2021, giving Martin County a new total award of \$141,374.67 for the award period; and
- WHEREAS,** Unanticipated funds must be appropriated in accordance with Section 129.06(2)(d), F.S.;

**NOW, THEREFORE, BE IT RESOLVED,** BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA, THAT THESE RECEIPTS AND APPROPRIATIONS BE ADDED TO THE BUDGET AS FOLLOWS:

ACCOUNT NUMBER					AMOUNT	LINE ITEM DESCRIPTION
Fund	Organization	Account	Program	Activity		
<b>REVENUES:</b>						
12049	0209	33169	000	9990CV	\$ 24,438.67	Federal grants/other human services
<b>TOTAL:</b>					<b>\$ 24,438.67</b>	
<b>APPROPRIATIONS:</b>						
12049	0209	08300	564	9990CV	\$ 24,438.67	Other Grants and Aids
<b>TOTAL:</b>					<b>\$ 24,438.67</b>	

**DULY PASSED AND ADOPTED THIS 17TH DAY OF MAY, 2022**

ATTEST:

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

\_\_\_\_\_  
Carolyn Timmann, Clerk of the Circuit Court and Comptroller

\_\_\_\_\_  
Doug Smith, Chairman

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

17-May-22 DEPT-1  
\_\_\_\_\_  
Agenda Date Item Number

\_\_\_\_\_  
Sarah W. Woods, County Attorney

\_\_\_\_\_  
Batch Number Input Date



## Office of Management and Budget - Supplemental Memo Attachments

### Item #8 – AUTHORIZING THE REFUNDING OF SERIES 2017D TAXABLE BANK LOAN

#### DOCUMENTS REQUIRING ACTION:

- Loan Documents
- Loan Resolution
- Budget Resolution

SOUTHSTATE BANK, N.A.  
P O BOX 118068  
CHARLESTON SC 29423-9910

MARTIN COUNTY FLORIDA  
100 SE OCEAN BLVD  
PO BOX 9016  
STUART FL 34995-9016

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### Loan Payoff Statement

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Loan Payoff for:	Loan Number:	402106174
MARTIN COUNTY FLORIDA	Date Quoted:	May 02, 2022
100 SE OCEAN BLVD	Payoff Good To:	May 20, 2022
PO BOX 9016	Method:	7/0
STUART FL 34995-9016		

Collateral: COVENT TO BUDGET FROM NOD-AD VALOREM REVENUES

Principal:	\$11,857,000.00
Interest To May 20, 2022:	\$25,216.99
<b>Net Amount Due:</b>	<b>\$11,882,216.99</b>

---

### Additional Information

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One Day's Interest: \$1,337.21

WIRING INSTRUCTIONS SOUTHSTATE BANK, N.A., 2440 MALL DR, CHARLESTON, SC 29406 ABA: 063114030  
BENEFICIARY NAME: LOAN NUMBER:

## SOURCES AND USES OF FUNDS

Martin County, Florida  
Capital Improvement Refunding Revenue Note, Series 2022 (Taxable)

----

## FINAL NUMBERS

Bank Lender: JPMorgan Chase Bank, N.A.

Dated Date	05/20/2022
Delivery Date	05/20/2022

## Sources:

Bond Proceeds:	
Par Amount	11,936,000.00
<hr/>	
	11,936,000.00
<hr/> <hr/>	

## Uses:

Refunding Escrow Deposits:	
Cash Deposit	11,882,216.99
Delivery Date Expenses:	
Cost of Issuance	53,783.01
<hr/>	
	11,936,000.00
<hr/> <hr/>	

BOND SUMMARY STATISTICS

Martin County, Florida  
 Capital Improvement Refunding Revenue Note, Series 2022 (Taxable)

FINAL NUMBERS

Bank Lender: JPMorgan Chase Bank, N.A.

Dated Date	05/20/2022
Delivery Date	05/20/2022
First Coupon	11/01/2022
Last Maturity	05/01/2033
Arbitrage Yield	3.140207%
True Interest Cost (TIC)	3.140207%
Net Interest Cost (NIC)	3.140000%
All-In TIC	3.222337%
Average Coupon	3.140000%
Average Life (years)	6.246
Duration of Issue (years)	5.590
Par Amount	11,936,000.00
Bond Proceeds	11,936,000.00
Total Interest	2,341,028.40
Net Interest	2,341,028.40
Total Debt Service	14,277,028.40
Maximum Annual Debt Service	1,300,009.80
Average Annual Debt Service	1,304,169.05
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	11,936,000.00	100.000	3.140%	6.246	6,532.50
	11,936,000.00			6.246	6,532.50

	TIC	All-In TIC	Arbitrage Yield
Par Value	11,936,000.00	11,936,000.00	11,936,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-53,783.01	
- Other Amounts			
Target Value	11,936,000.00	11,882,216.99	11,936,000.00
Target Date	05/20/2022	05/20/2022	05/20/2022
Yield	3.140207%	3.222337%	3.140207%



## SUMMARY OF REFUNDING RESULTS

Martin County, Florida  
Capital Improvement Refunding Revenue Note, Series 2022 (Taxable)

----

## FINAL NUMBERS

Bank Lender: JPMorgan Chase Bank, N.A.

Dated Date	05/20/2022
Delivery Date	05/20/2022
Arbitrage yield	3.140207%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	11,936,000.00
True Interest Cost	3.140207%
Net Interest Cost	3.140000%
Average Coupon	3.140000%
Average Life	6.246
Par amount of refunded bonds	11,857,000.00
Average coupon of refunded bonds	4.060000%
Average life of refunded bonds	6.344
PV of prior debt to 05/20/2022 @ 3.140207%	12,491,170.02
Net PV Savings	555,170.02
Percentage savings of refunded bonds	4.682213%
Percentage savings of refunding bonds	4.651223%

SUMMARY OF BONDS REFUNDED

Martin County, Florida  
 Capital Improvement Refunding Revenue Note, Series 2022 (Taxable)

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FINAL NUMBERS

Bank Lender: JPMorgan Chase Bank, N.A.

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Capital Improvement Revenue Note, Series 2017D (Taxable), BOND:					
	05/01/2023	4.060%	876,000	05/20/2022	100.000
	05/01/2024	4.060%	912,000	05/20/2022	100.000
	05/01/2025	4.060%	949,000	05/20/2022	100.000
	05/01/2026	4.060%	988,000	05/20/2022	100.000
	05/01/2027	4.060%	1,028,000	05/20/2022	100.000
	05/01/2028	4.060%	1,069,000	05/20/2022	100.000
	05/01/2029	4.060%	1,113,000	05/20/2022	100.000
	05/01/2030	4.060%	1,158,000	05/20/2022	100.000
	05/01/2031	4.060%	1,205,000	05/20/2022	100.000
	05/01/2032	4.060%	1,254,000	05/20/2022	100.000
	05/01/2033	4.060%	1,305,000	05/20/2022	100.000
			11,857,000		

SAVINGS

Martin County, Florida  
 Capital Improvement Refunding Revenue Note, Series 2022 (Taxable)

FINAL NUMBERS

Bank Lender: JPMorgan Chase Bank, N.A.

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 05/20/2022 @ 3.1402073%
05/01/2023	1,357,204.27	1,300,009.80	57,194.47	56,639.70
05/01/2024	1,357,828.60	1,298,117.40	59,711.20	56,940.22
05/01/2025	1,357,801.40	1,297,193.20	60,608.20	55,960.85
05/01/2026	1,358,272.00	1,298,358.40	59,913.60	53,576.47
05/01/2027	1,358,159.20	1,297,518.80	60,640.40	52,500.17
05/01/2028	1,357,422.40	1,296,705.80	60,716.60	50,894.69
05/01/2029	1,358,021.00	1,297,888.00	60,133.00	48,802.76
05/01/2030	1,357,833.20	1,297,971.20	59,862.00	47,031.10
05/01/2031	1,357,818.40	1,297,955.40	59,863.00	45,523.71
05/01/2032	1,357,895.40	1,297,809.20	60,086.20	44,223.05
05/01/2033	1,357,983.00	1,297,501.20	60,481.80	43,077.30
	14,936,238.87	14,277,028.40	659,210.47	555,170.02

Savings Summary

PV of savings from cash flow	555,170.02
Net PV Savings	555,170.02

BOND PRICING

Martin County, Florida  
 Capital Improvement Refunding Revenue Note, Series 2022 (Taxable)

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FINAL NUMBERS

Bank Lender: JPMorgan Chase Bank, N.A.

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	05/01/2023	945,000	3.140%	3.140%	100.000
	05/01/2024	953,000	3.140%	3.140%	100.000
	05/01/2025	982,000	3.140%	3.140%	100.000
	05/01/2026	1,014,000	3.140%	3.140%	100.000
	05/01/2027	1,045,000	3.140%	3.140%	100.000
	05/01/2028	1,077,000	3.140%	3.140%	100.000
	05/01/2029	1,112,000	3.140%	3.140%	100.000
	05/01/2030	1,147,000	3.140%	3.140%	100.000
	05/01/2031	1,183,000	3.140%	3.140%	100.000
	05/01/2032	1,220,000	3.140%	3.140%	100.000
	05/01/2033	1,258,000	3.140%	3.140%	100.000
		11,936,000			

Dated Date	05/20/2022	
Delivery Date	05/20/2022	
First Coupon	11/01/2022	
Par Amount	11,936,000.00	
Original Issue Discount		
Production	11,936,000.00	100.000000%
Underwriter's Discount		
Purchase Price	11,936,000.00	100.000000%
Accrued Interest		
Net Proceeds	11,936,000.00	

BOND DEBT SERVICE

Martin County, Florida  
 Capital Improvement Refunding Revenue Note, Series 2022 (Taxable)

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FINAL NUMBERS

Bank Lender: JPMorgan Chase Bank, N.A.

Period Ending	Principal	Coupon	Interest	Debt Service
05/01/2023	945,000	3.140%	355,009.80	1,300,009.80
05/01/2024	953,000	3.140%	345,117.40	1,298,117.40
05/01/2025	982,000	3.140%	315,193.20	1,297,193.20
05/01/2026	1,014,000	3.140%	284,358.40	1,298,358.40
05/01/2027	1,045,000	3.140%	252,518.80	1,297,518.80
05/01/2028	1,077,000	3.140%	219,705.80	1,296,705.80
05/01/2029	1,112,000	3.140%	185,888.00	1,297,888.00
05/01/2030	1,147,000	3.140%	150,971.20	1,297,971.20
05/01/2031	1,183,000	3.140%	114,955.40	1,297,955.40
05/01/2032	1,220,000	3.140%	77,809.20	1,297,809.20
05/01/2033	1,258,000	3.140%	39,501.20	1,297,501.20
	11,936,000		2,341,028.40	14,277,028.40

BOND DEBT SERVICE

Martin County, Florida  
 Capital Improvement Refunding Revenue Note, Series 2022 (Taxable)

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FINAL NUMBERS

Bank Lender: JPMorgan Chase Bank, N.A.

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2022			167,614.60	167,614.60	
05/01/2023	945,000	3.140%	187,395.20	1,132,395.20	1,300,009.80
11/01/2023			172,558.70	172,558.70	
05/01/2024	953,000	3.140%	172,558.70	1,125,558.70	1,298,117.40
11/01/2024			157,596.60	157,596.60	
05/01/2025	982,000	3.140%	157,596.60	1,139,596.60	1,297,193.20
11/01/2025			142,179.20	142,179.20	
05/01/2026	1,014,000	3.140%	142,179.20	1,156,179.20	1,298,358.40
11/01/2026			126,259.40	126,259.40	
05/01/2027	1,045,000	3.140%	126,259.40	1,171,259.40	1,297,518.80
11/01/2027			109,852.90	109,852.90	
05/01/2028	1,077,000	3.140%	109,852.90	1,186,852.90	1,296,705.80
11/01/2028			92,944.00	92,944.00	
05/01/2029	1,112,000	3.140%	92,944.00	1,204,944.00	1,297,888.00
11/01/2029			75,485.60	75,485.60	
05/01/2030	1,147,000	3.140%	75,485.60	1,222,485.60	1,297,971.20
11/01/2030			57,477.70	57,477.70	
05/01/2031	1,183,000	3.140%	57,477.70	1,240,477.70	1,297,955.40
11/01/2031			38,904.60	38,904.60	
05/01/2032	1,220,000	3.140%	38,904.60	1,258,904.60	1,297,809.20
11/01/2032			19,750.60	19,750.60	
05/01/2033	1,258,000	3.140%	19,750.60	1,277,750.60	1,297,501.20
	11,936,000		2,341,028.40	14,277,028.40	14,277,028.40

## ESCROW REQUIREMENTS

Martin County, Florida  
Capital Improvement Refunding Revenue Note, Series 2022 (Taxable)

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## FINAL NUMBERS

Bank Lender: JPMorgan Chase Bank, N.A.

Period Ending	Interest	Principal Redeemed	Total
05/20/2022	25,216.99	11,857,000	11,882,216.99
	25,216.99	11,857,000	11,882,216.99

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COST OF ISSUANCE

Martin County, Florida  
Capital Improvement Refunding Revenue Note, Series 2022 (Taxable)

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FINAL NUMBERS

Bank Lender: JPMorgan Chase Bank, N.A.

Cost of Issuance	\$/1000	Amount
Bond Counsel Fee	2.09450	25,000.00
Bond Counsel Expenses	0.20945	2,500.00
Financial Advisor Fee	1.46615	17,500.00
Financial Advisor Expenses	0.02095	250.00
Bank Counsel Expenses	0.71213	8,500.00
Miscellaneous	0.00277	33.01
	4.50595	53,783.01



FORM 8038 STATISTICS

Martin County, Florida  
Capital Improvement Refunding Revenue Note, Series 2022 (Taxable)

FINAL NUMBERS

Bank Lender: JPMorgan Chase Bank, N.A.

Dated Date 05/20/2022  
Delivery Date 05/20/2022

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	05/01/2023	945,000.00	3.140%	100.000	945,000.00	945,000.00
	05/01/2024	953,000.00	3.140%	100.000	953,000.00	953,000.00
	05/01/2025	982,000.00	3.140%	100.000	982,000.00	982,000.00
	05/01/2026	1,014,000.00	3.140%	100.000	1,014,000.00	1,014,000.00
	05/01/2027	1,045,000.00	3.140%	100.000	1,045,000.00	1,045,000.00
	05/01/2028	1,077,000.00	3.140%	100.000	1,077,000.00	1,077,000.00
	05/01/2029	1,112,000.00	3.140%	100.000	1,112,000.00	1,112,000.00
	05/01/2030	1,147,000.00	3.140%	100.000	1,147,000.00	1,147,000.00
	05/01/2031	1,183,000.00	3.140%	100.000	1,183,000.00	1,183,000.00
	05/01/2032	1,220,000.00	3.140%	100.000	1,220,000.00	1,220,000.00
	05/01/2033	1,258,000.00	3.140%	100.000	1,258,000.00	1,258,000.00
		11,936,000.00			11,936,000.00	11,936,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	05/01/2033	3.140%	1,258,000.00	1,258,000.00		
Entire Issue			11,936,000.00	11,936,000.00	6.2462	3.1402%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	53,783.01
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to refund prior tax-exempt bonds	11,882,216.99
Proceeds used to refund prior taxable bonds	0.00
Remaining WAM of prior tax-exempt bonds (years)	6.3441
Remaining WAM of prior taxable bonds (years)	0.0000
Last call date of refunded tax-exempt bonds	05/20/2022

2011 Form 8038 Statistics

Proceeds used to currently refund prior issues	11,882,216.99
Proceeds used to advance refund prior issues	0.00
Remaining weighted average maturity of the bonds to be currently refunded	6.3441
Remaining weighted average maturity of the bonds to be advance refunded	0.0000

FORM 8038 STATISTICS

Martin County, Florida  
 Capital Improvement Refunding Revenue Note, Series 2022 (Taxable)

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FINAL NUMBERS

Bank Lender: JPMorgan Chase Bank, N.A.

Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
Capital Improvement Revenue Note, Series 2017D (Taxable):					
BOND	05/01/2023	876,000.00	4.060%	100.000	876,000.00
BOND	05/01/2024	912,000.00	4.060%	100.000	912,000.00
BOND	05/01/2025	949,000.00	4.060%	100.000	949,000.00
BOND	05/01/2026	988,000.00	4.060%	100.000	988,000.00
BOND	05/01/2027	1,028,000.00	4.060%	100.000	1,028,000.00
BOND	05/01/2028	1,069,000.00	4.060%	100.000	1,069,000.00
BOND	05/01/2029	1,113,000.00	4.060%	100.000	1,113,000.00
BOND	05/01/2030	1,158,000.00	4.060%	100.000	1,158,000.00
BOND	05/01/2031	1,205,000.00	4.060%	100.000	1,205,000.00
BOND	05/01/2032	1,254,000.00	4.060%	100.000	1,254,000.00
BOND	05/01/2033	1,305,000.00	4.060%	100.000	1,305,000.00
		11,857,000.00			11,857,000.00

	Last Call Date	Issue Date	Remaining Weighted Average Maturity
Capital Improvement Revenue Note, Series 2017D (Taxable)	05/20/2022	12/14/2017	6.3441
All Refunded Issues	05/20/2022		6.3441

RESOLUTION NO. 2022-\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA AUTHORIZING THE ISSUANCE OF A NOT TO EXCEED \$12,000,000 CAPITAL IMPROVEMENT REFUNDING REVENUE NOTE, SERIES 2022 (TAXABLE) TO REFUND THE COUNTY'S OUTSTANDING CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2017D (TAXABLE) AND TO PAY ASSOCIATED TRANSACTIONAL COSTS; AUTHORIZING THE PRIVATE NEGOTIATED SALE OF SUCH NOTE TO JPMORGAN CHASE BANK, N.A. PURSUANT TO THE TERMS AND CONDITIONS DESCRIBED HEREIN; PROVIDING THAT SUCH NOTE SHALL BE A LIMITED OBLIGATION OF THE COUNTY PAYABLE SOLELY FROM NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF SUCH NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

IT IS HEREBY ADOPTED BY THE COUNTY COMMISSION OF MARTIN COUNTY, FLORIDA:

**Section 1:** *Authority for this Resolution.* This Resolution is adopted pursuant to the provisions of the Constitution and the laws of the State of Florida, Chapter 125, Florida Statutes, as amended, Chapter 159, Part VII, Florida Statutes, Chapter 29, Article 2, General Ordinances, Martin County Code, and other applicable provisions of law.

**Section 2:** *Definitions.* All capitalized undefined terms shall have the same meanings as set forth in this Resolution, as hereinafter defined. In addition, the following terms, unless the context otherwise requires, shall have the meanings specified in this section. Words importing the singular number shall include the plural number in each case and vice versa.

"*Balloon Indebtedness*" shall mean debt 25% or more of the original principal amount of which matures during any one Fiscal Year.

"*Board*" shall mean the Board of County Commissioners of the Issuer.

"*Bond Counsel*" shall mean Bryant Miller Olive P.A., or other nationally recognized bond counsel firm.

*"Business Day"* shall mean any day except any Saturday or Sunday or day on which the Principal Office of the Lender is lawfully closed.

*"CB&A Obligations"* shall mean obligations secured by a covenant to budget and appropriate from Non-Enterprise Non-Ad Valorem Revenues, and excludes obligations as to which the covenant to budget and appropriate Non-Enterprise Non-Ad Valorem Revenues either (i) backs up a lien on Enterprise Fund Revenues as the source of security, but only to the extent that the Issuer does not expect to apply Non-Enterprise Non-Ad Valorem Revenues to the payment of such debt service in the future, or (ii) relates to payments into a debt service reserve account or reimbursement under a debt service reserve fund surety policy reimbursement agreement.

*"Chairman"* shall mean the Chairman of the County Commission, or his or her designee.

*"Computation Period"* shall mean (i) the period of 12 consecutive months out of the 24 months, or (ii) the complete Fiscal Year immediately preceding the date of issuance of the proposed CB&A Obligations.

*"County Administrator"* shall mean the County Administrator of the Issuer or his or her designee.

*"County Attorney"* shall mean the County Attorney or any Assistant County Attorney of the Issuer.

*"Clerk"* shall mean the Clerk of Circuit Court and Comptroller or any assistant or deputy Clerk of Circuit Court and Comptroller.

*"Debt Service Fund"* shall mean the Debt Service Fund established with respect to the Note pursuant to Section 10 hereof.

*"Direct Pledge Obligations"* shall mean obligations secured by a lien on and pledge of one or more Non-Enterprise Non-Ad Valorem Revenues.

*"Enterprise Fund Revenues"* shall mean all revenues received by the Issuer within an Enterprise Fund which is not a Governmental Fund.

*"Existing and Proposed CB&A Debt Service"* shall mean the maximum amount that is due and payable in any Fiscal Year for principal and interest on the Non-Enterprise Non-Ad Valorem Revenue Obligations outstanding at the time or proposed to be issued plus the proposed Non-Enterprise Non-Ad Valorem Revenue Obligations.

*"Financial Advisor"* shall mean PFM Financial Advisors LLC, or any other financial advisor appointed from time to time by the Issuer.

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

*"Governmental Expenses"* shall mean expenditures for general governmental and public safety services provided by the Issuer in the General Fund, as itemized in the audited financial statements of the Issuer.

*"Issuer"* shall mean Martin County, Florida, a political subdivision of the State of Florida.

*"Lender"* shall mean JPMorgan Chase Bank, N.A.

*"Maturity Date"* shall mean May 1, 2033.

*"Non-Ad Valorem Revenues"* shall mean all legally available revenues of the Issuer other than ad valorem tax revenues.

*"Non-Enterprise Non-Ad Valorem Revenue Obligations"* shall mean Direct Pledge Obligations and CB&A Obligations.

*"Non-Enterprise Non-Ad Valorem Revenues"* shall mean all Non-Ad Valorem Revenues received during the Computation Period (a) without regard to any restriction upon the use of such Non-Ad Valorem Revenues or any existing future liens on such Non-Ad Valorem Revenues and (b) excluding Enterprise Fund Revenues.

*"Note"* shall mean the Issuer's Capital Improvement Refunding Revenue Note, Series 2022 (Taxable) authorized by Section 4 hereof.

*"Owner"* shall mean the Person in whose name the Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution. The Lender is the initial Owner of the Note.

*"Permitted Lender"* shall mean an affiliate of the Lender, an "accredited investor" within the meaning of Rule 501 of the Securities Act 1933 (the "Securities Act"), as amended, or a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act.

*"Person"* shall mean natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" shall mean the Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund as provided herein.

"Principal Office" shall mean with respect to the Lender, 450 South Orange Avenue, Suite 1000, Orlando, Florida 32801, or such other office as the Lender may designate to the Issuer in writing.

"Refunded Note" shall mean the Issuer's Capital Improvement Revenue Note, Series 2017D (Taxable).

"Resolution" shall mean this Resolution, pursuant to which the Note is authorized to be issued, including any supplemental resolution(s).

"State" shall mean the State of Florida.

"Total Non-Enterprise Fund Revenues" shall mean all revenues received by the Issuer during the Computation Period, excluding Enterprise Fund Revenues.

**Section 3: Findings.**

(A) The Issuer deems it beneficial and in its best financial interest to provide for the refunding of the Refunded Note through the issuance of the Note in a more favorable interest rate environment to generate net present value debt service savings. Issuance of the Note to refinance the Refunded Note satisfies a public purpose.

(B) Debt service on the Note will be secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues as provided herein. The Pledged Revenues will be sufficient to pay the principal and interest on the Note herein authorized, as the same become due, and to make all deposits required by this Resolution.

(C) The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Note or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. The Note shall not constitute a lien on any property owned by or situated within the county limits of the Issuer other than the Pledged Revenues.

(D) It is estimated that the Non-Ad Valorem Revenues will be available after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Issuer, in amounts sufficient to provide for the payment of the principal of and interest on the Note and all other payment obligations hereunder.

(E) The Issuer, after soliciting proposals in response to a request for loan proposals distributed by the Issuer on April 7, 2022 for the purpose of refunding the Refunded Note and receiving multiple responses complying with the structure described in such request, has selected the Lender to make the loan as evidenced by the Note.

**Section 4:** Authorization of Note and Refunding. Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as the “Martin County, Florida Capital Improvement Refunding Revenue Note, Series 2022 (Taxable)” is hereby authorized to be issued under and secured by this Resolution in the principal amount of not to exceed \$12,000,000 for the purpose of refunding the Refunded Note and paying the costs of issuing the Note. The refunding of the Refunded Note with proceeds of the Note and other legally available moneys of the Issuer, if any, is hereby authorized and approved.

Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Note, it is in the best interest of the Issuer to accept the offer of the Lender to purchase the Note at a private negotiated sale, which was based upon a competitive selection process. Prior to the issuance of the Note, the Issuer shall receive from the Lender a Lender’s Certificate, in substantially the form attached hereto as Exhibit B and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit C.

**Section 5:** This Resolution to Constitute Contract. In consideration of the acceptance of the Note authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and the Owner.

**Section 6:** Description of the Note. The Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Lender, subject to the following terms:

- (A) Interest Rate. The Note shall have an initial fixed interest rate equal to 3.14% per annum (subject to adjustment upon the occurrence of certain events as provided in the Note) calculated on a 30/360-day basis.
- (B) Principal and Interest Payment Dates. Interest on the Note shall be paid semi-annually on each May 1 and November 1, commencing November 1, 2022. Principal on the Note shall be paid in the amounts and on the dates set forth in the Note with a final maturity date of the Maturity Date.
- (C) Prepayment of the Note. The Note shall be subject to prepayment as described in the Note.

- (D) Form of the Note. The Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Chairman, such approval to be conclusively evidenced by the execution thereof by the Chairman.
- (E) Original Denomination of the Note. The Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder.

**Section 7:** Execution and Delivery of Note. The Note shall be executed in the name of the Issuer by its Chairman, and attested by its Clerk, and the corporate seal of the Issuer or a facsimile thereof shall be affixed thereto or reproduced thereon. In case any one or more of the officers of the Issuer who shall have signed or sealed the Note shall cease to be such officer or officers of the Issuer before the Note so signed and sealed shall have been actually sold and delivered, such Note may nevertheless be sold and delivered as if the persons who signed or sealed such Note had not ceased to hold such offices. The Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Note shall hold the proper office, although at the date of such Note such person may not have held such office or may not have been so authorized.

**Section 8:** Registration and Exchange of the Note; Persons Treated as Owner. The Note is initially registered to the Lender. So long as the Note shall remain unpaid, the Issuer will keep books for the registration and transfer of the Note. The Note shall be transferable only upon such registration books. Notwithstanding anything herein to the contrary, the Lender may in the future make transfers, in whole but not in part; provided, however, such transfer shall be only to a Permitted Lender and the Note may not be transferred in a denomination of less than \$100,000.

The Person in whose name the Note shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of principal and interest on such Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

**Section 9:** Payment of Principal and Interest; Limited Obligation. The Issuer promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Note is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No Owner of the Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or the use of ad valorem tax revenues to



pay the Note, or be entitled to payment of the Note from any funds of the Issuer except from the Pledged Revenues as described herein.

**Section 10:** *Covenant to Budget and Appropriate.* (A) Subject to the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the Note not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include such amount in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owner prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a lien on and pledge of specific components of the Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments) and funding requirements for essential government services of the Issuer. Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable solely from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or ad valorem taxing revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer and no holder of the Note nor any other Person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Notwithstanding any provisions of this Resolution or the Note to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. The Issuer is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Resolution nor the obligations of

the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein subject to the availability of Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues and funding requirements for essential governmental services of the Issuer.

There is hereby created and established the "Martin County, Florida Capital Improvement Refunding Revenue Note, Series 2022 (Taxable) Debt Service Fund," which shall be held solely for the benefit of the Owner of the Note. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Debt Service Fund. The money in such Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided. The Issuer may at any time and from time to time appoint one or more depositaries to hold, for the benefit of the Owner, the Debt Service Fund established hereby. Such depository or depositaries shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agent and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

(B) Until applied in accordance with this Resolution, the Non-Ad Valorem Revenues of the Issuer on deposit in the Debt Service Fund and other amounts on deposit from time to time therein, plus any earnings thereon, are pledged to the repayment of the Note.

**Section 11.** *Application of Proceeds of Note.* The proceeds received from the sale of the Note, together with other legally available moneys of the Issuer, if any, shall be applied by the Issuer simultaneously with the delivery of the Note to the Lender, as follows:

(1) The Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the Note; and

(2) Remaining proceeds shall be used to refund the Refunded Note.

**Section 12:** *Amendment.* This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Note, except with the written consent of the Owner.

**Section 13:** *Limitation of Rights.* With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained. This Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

**Section 14:** *Note Mutilated, Destroyed, Stolen or Lost.* In case the Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Note so surrendered shall be canceled.

**Section 15:** *Impairment of Contract.* The Issuer covenants with the Owner that it will not, without the written consent of the Owner, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner hereunder.

**Section 16:** *Financial Information.* Not later than 270 days following the close of each Fiscal Year, the Issuer shall provide the Owner with an electronic copy of its Annual Comprehensive Financial Report including annual financial statements for each Fiscal Year of the Issuer, prepared in accordance with applicable law and generally accepted accounting principles. Upon request, the Issuer shall provide such other financial information as the Owner may reasonably request. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied.

**Section 17:** *Events of Default; Remedies of Owner of the Note.* The following shall constitute "Events of Default": (i) if the Issuer fails to pay any payment of principal of or interest on the Note as the same becomes due and payable; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days following notice thereof or from the date when the Issuer was required to provide notice thereof to the Owner; or (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for 90 days undismissed or undischarged.

Upon the Issuer obtaining knowledge of an Event of Default, the Issuer shall within 5 days of obtaining such knowledge, provide written notice of any such Event of Default to the Owner.

Upon the occurrence and during the continuation of any Event of Default, the Owner may, in addition to any other remedies set forth in this Resolution or the Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer.

**Section 18:** *Anti-Dilution Test.* The Issuer will not issue any Non-Enterprise Non-Ad Valorem Revenue Obligations unless, for the Computation Period, (i) the total Non-Enterprise Non-Ad Valorem Revenues, less (ii) the product of (a) Non-Enterprise Non-Ad Valorem Revenues divided by Total Non-Enterprise Fund Revenues times (b) Governmental Expenses, equals or exceeds one hundred twenty-five percent (125%) of Existing and Proposed CB&A Debt Service.

For purposes of this covenant, annual debt service means, with respect to debt that bears interest at a fixed interest rate, the actual annual debt service, and, with respect to debt which bears interest at a variable interest rate, annual debt service shall be determined assuming that such obligations bear interest at the higher of 6.00% per annum or the actual interest rate borne during the month immediately preceding the date of calculation; provided, however, annual debt service on debt that constitutes Balloon Indebtedness, whether bearing interest at a fixed or variable interest rate, shall be determined assuming such debt is amortized over 20 years on an approximately level annual debt service basis, such amortization commencing on the date of issuance of such debt. The foregoing notwithstanding, for purposes of calculating annual debt service, any debt which bears interest at a variable rate with respect to which the Issuer has entered into an interest rate swap or interest rate cap for a notional amount equal to the principal amount of such variable rate indebtedness shall be treated for purposes of this covenant as bearing interest at a fixed rate equal to the fixed rate payable by the Issuer under the interest rate swap, or the capped rate provided by the interest rate cap.

**Section 19:** *Severability.* If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Note issued thereunder.

**Section 20:** *Business Days.* In any case where the due date of interest on or principal of Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

**Section 21:** *Applicable Provisions of Law.* This Resolution shall be governed by and construed in accordance with the laws of the State.

**Section 22:** *Rules of Interpretation.* Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

**Section 23:** *Captions.* The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

**Section 24:** *Prior Resolutions.* All prior resolutions of the County inconsistent with the provisions of this Resolution are hereby amended and supplemented to conform with the provisions herein contained.

**Section 25:** *No Personal Liability.* Neither the members of the Board nor any person executing the Note shall be personally liable therefor or be subject to any personal liability or accountability by reason of the issuance thereof.

**Section 26:** *General Authority.* The members of the Board and the County's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Note and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel to effectuate the sale of the Note to the Lender.

**Section 27:** *Severability and Invalid Provisions.* If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of the other provisions hereof or of the Note.

**Section 28:** *Governing Law; Jury Trial Waiver; Venue.* This Resolution and the Note shall be governed by the laws of the State of Florida. The Issuer and the Owner, by acceptance of the Note, knowingly, voluntarily, and intentionally waive any right either may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of this Resolution or the Note. In the event of any legal proceeding arising out of or related to the Note,

the Issuer and the Owner, by acceptance of the Note, each waive any objections to venue for any action brought in state court lying in Martin County, Florida. The Issuer and the Owner, by acceptance of the Note, also each waive any objection to venue for any action brought in federal court lying in the Southern District of Florida. The Owner, by acceptance of the Note, and the Issuer each consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

**Section 29.** *Resolution to Continue in Force.* This Resolution and all the terms and provisions thereof, are and shall remain in full force and effect.

**Section 30:** *Effective Date.* This Resolution shall take effect immediately upon its adoption and authentication as provided by law.

**Passed and Adopted** this 17<sup>th</sup> day of May, 2022, at a regular meeting duly called and held.

**MARTIN COUNTY, FLORIDA**

---

Doug Smith, Chairman  
Board of County Commissioners

**ATTEST:**

---

Carolyn Timmann, Clerk of the Circuit Court  
and Comptroller

**APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:**

---

Sarah W. Woods, County Attorney

**EXHIBIT A**

**[FORM OF NOTE]**

Dated Date: May 20, 2022

\$11,936,000

Interest Rate 3.14%  
(subject to adjustment as described herein)

STATE OF FLORIDA  
MARTIN COUNTY, FLORIDA  
CAPITAL IMPROVEMENT REFUNDING REVENUE NOTE, SERIES 2022 (TAXABLE)

KNOW ALL MEN BY THESE PRESENTS that the Martin County, Florida (the "Issuer"), a political subdivision of the State of Florida, created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of JPMORGAN CHASE BANK, N.A., or registered assigns (hereinafter, the "Owner"), the principal sum of \$11,936,000, on the dates and in the amounts as hereinafter described, together with interest on the principal balance at the "Interest Rate" described below, calculated on a 30/360-day basis, however, that such Interest Rate shall in no event exceed the maximum interest rate permitted by applicable law. This Note shall have a final "Maturity Date" of May 1, 2033.

The Interest Rate is equal to 3.14% (subject to adjustment as described herein).

Interest shall be payable to the Owner on each May 1 and November 1, commencing on November 1, 2022.

A final payment in the amount of the remaining principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date.

The Issuer may prepay this Note in whole or in part at any time upon at least five (5) Business Days prior notice, as long as it pays the Prepayment Price to the Owner.

"Prepayment Price" means the principal amount of this Note being prepaid plus the sum of the difference between (a) the scheduled interest payment which would have been made on the prepaid amount if such prepayment had not occurred and (b) the corresponding fixed-rate interest payment which would be received under an interest rate swap which the Owner shall be deemed to have entered into as of the date of such prepayment (the "Replacement Swap") covering its payment obligations under an interest rate swap which the Owner shall be deemed to have entered into when the prepaid amount was originally funded, with each such difference discounted to a present value as of the date of prepayment using the fixed interest rate of the Replacement Swap as the applicable discount rate. The Issuer acknowledges that the

Owner might not fund or hedge its fixed-rate loan portfolio or any prepayment thereof on a loan-by-loan basis at all times, and agrees that the foregoing is a reasonable and appropriate method of calculating liquidated damages for any prepayment irrespective of whether any of the foregoing hedging transactions have in fact occurred or occurred precisely as stated with respect to the loan evidenced by this Note. All calculations and determinations by the Owner of the amounts payable pursuant to the preceding provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR THE USE OF AD VALOREM TAX REVENUES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Note is issued pursuant to Constitution of the State of Florida, Chapter 125, Florida Statutes, as amended, Chapter 159, Part VII, Florida Statutes, Chapter 29, Article 2, General Ordinances, Martin County Code, and other applicable provisions of law, and a resolution duly adopted by the Issuer on May 17, 2022 (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms, conditions and provisions of the Resolution including, without limitation, remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Payment of the Note is secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues of the Issuer and a pledge of and lien upon the Pledged Revenues, in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

Unless earlier prepaid, the principal amount of this Note shall be paid in the following amounts on the following dates:

<u>Dates</u>	<u>Amounts</u>
05/01/2023	\$945,000
05/01/2024	953,000
05/01/2025	982,000
05/01/2026	1,014,000
05/01/2027	1,045,000
05/01/2028	1,077,000



05/01/2029	1,112,000
05/01/2030	1,147,000
05/01/2031	1,183,000
05/01/2032	1,220,000
05/01/2033	1,258,000

In the enforcement of any remedy under the Resolution and this Note, to the extent permitted by law, the Owner shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming due from the Issuer for principal, interest or otherwise under any of the provisions of the Resolution and this Note together with interest on the amounts then unpaid, at the Default Rate (as hereinafter defined), together with any and all costs and expenses of collection, enforcement of its rights under the Resolution and this Note and of all proceedings under the Resolution and this Note (including, without limitation, reasonable legal fees in all proceedings, including administrative, appellate and bankruptcy proceedings), without prejudice to any other right or remedy of the Owner, and to recover and enforce any judgment or decree against the Issuer, for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect in any manner provided by law, the moneys adjudged or decreed to be payable.

Upon and during the continuance of an Event of Default, this Note shall bear interest at the Default Rate. For purposes of this Note, the term "Default Rate" shall mean the lesser of (i) 4% per annum in excess of the Base Rate, or (ii) the maximum interest rate permitted by applicable law.

"Base Rate" shall mean the higher of (i) the Owner's Prime Rate or (ii) 2.5%.

"Prime Rate" shall mean a rate of interest equal to the announced prime commercial lending rate per annum of the Owner. The Prime Rate is a reference rate for the information and use of the Owner in establishing the actual rate to be charged to the Issuer. The Prime Rate is purely discretionary and is not necessarily the lowest or best rate charged any customer. The Prime Rate shall be adjusted from time to time without notice or demand as of the effective date of any announced change thereof.

This Note may be exchanged or transferred by the Owner hereof to a Permitted Lender but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution.

The Issuer to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and

manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, Martin County, Florida, by resolution duly adopted by its Board of County Commissioners, has caused this Note to bear the signatures of its Chairman, to be attested by the signature of its Clerk, and a facsimile of the official seal of the County to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the 20<sup>th</sup> day of May, 2022.

(SEAL)

MARTIN COUNTY, FLORIDA

By: \_\_\_\_\_

Name: Doug Smith

Title: Chairman, Board of County  
Commissioners

ATTESTED:

By: \_\_\_\_\_

Name: Carolyn Timmann

Title: Clerk of the Circuit Court  
and Comptroller

## EXHIBIT B

### FORM OF LENDER'S CERTIFICATE

This is to certify that JPMorgan Chase Bank, N.A. (the "Lender") has not required Martin County, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance by the Issuer of its \$11,936,000 Capital Improvement Refunding Revenue Note, Series 2022 (Taxable) (the "Note") no inference should be drawn that the Lender, in the acceptance of said Note, is relying on Bond Counsel or the County Attorney as to any such matters other than the legal opinions rendered by Bond Counsel and by the County Attorney, Sarah W. Woods, Esq. Any capitalized undefined terms used herein not otherwise defined shall have the meanings set forth in a resolution adopted by the County Commission of the Issuer on May 17, 2022 (the "Resolution").

The Lender is aware that investment in the Note involves various risks, that the Note is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Note is secured solely from the sources described in the Resolution (the "Note Security").

The Lender is purchasing the Note for its own account and has no current intention to syndicate the Note. The Lender will take no action to cause the Note to be characterized as a security and will not treat the Note as a municipal security for purposes of the securities law. The Lender certifies that the Note will not be used in the future on a securitized transaction or be treated by us as a municipal security.

The Lender is not acting as a broker or other intermediary, and is purchasing the Note from its own capital as an investment for its own account and not with a present view to a resale or other distribution to the public.

The Lender understands that the Note is issued in a single denomination equal to the aggregate principal amount of the loan and may not be transferred except in whole and will not be transferred to any kind of securitization trust under any circumstances, and may only be transferred in accordance with the limitations set forth in the Resolution.

The Lender is a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes.

The Lender is not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

The Lender has in its possession or has had access to all material information concerning the security and sources of payment of the Note, and, as a result thereof, is thoroughly familiar with the nature and risks of an investment in the Note. The Lender has been afforded access to all material information and has had sufficient opportunity to discuss the business of the County and the projects refinanced with the proceeds of the Note, with its officers, employees and others, and have been permitted to make an investigation of the County and its operations. The Lender does not require any further information or data concerning the County.

In purchasing the Note, the Lender has relied solely upon its own investigation, examination and evaluation of the Note Security, the County and other relevant matters as the Lender, in the exercise of sound business judgment, consider to be appropriate under the circumstances and has not relied upon any statement or materials which have not been supported by its own investigation and examination.

The Lender has knowledge and experience in financial and business matters, particularly in taxable or tax-exempt obligations, and is capable of evaluating the merits and risks of its investment in the Note and has determined that it can bear the economic risk of its investment in the Note.

The Lender acknowledges that neither Bond Counsel, County Attorney, nor the Financial Advisor shall bear any responsibility for the accuracy or completeness of any information with respect to the County contained in any document related to the purchase of the Note.

The Lender acknowledges that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and the Note is not being registered, in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Bond Counsel, Financial Advisor nor the County Attorney shall have any obligation to effect any such registration or qualification. The Lender further acknowledges that there will be no CUSIPs or credit ratings obtained on the Note.

The Lender acknowledges that the Financial Advisor is relying on the representations contained herein for purposes of the Financial Advisor's determination (i) that this transaction meets the requirements for being a qualified exception for purposes of MSRB Rule G-34, and (ii) that the Financial Advisor is excepted and released from the requirement to request a CUSIP assignment on behalf of the Issuer pursuant to MSRB Rule G-34 for the Note.

[Remainder of page intentionally left blank]

The Lender is an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

DATED this 20<sup>th</sup> day of May, 2022.

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_

Name: Anna Maria Beissel

Title: Authorized Officer

## EXHIBIT C

### FORM OF DISCLOSURE LETTER

Following a competitive selection process, the undersigned, as lender, proposes to negotiate with Martin County, Florida (the "Issuer") for the private purchase of its \$11,936,000 Capital Improvement Refunding Revenue Note, Series 2022 (Taxable) (the "Note"). Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Lender") in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

\$8,500

Locke Lord LLP, Lender's Counsel  
Legal Fees

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Note to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.

4. The management fee to be charged by the Lender is \$0.

5. Truth-in-Bonding Statement:

You have disclosed to us that the Note is being issued primarily to refinance the Issuer's Capital Improvement Revenue Note, Series 2017D (Taxable) and pay associated transactional cost.

Unless earlier prepaid, the Note is expected to be repaid on May 1, 2033; at an interest rate of 3.14%, total interest paid over the life of the Note is estimated to be \$2,341,028.40.

The Note will be payable solely from a covenant to budget, appropriate and deposit from Non-Ad Valorem Revenues sufficient to make such payments, appropriated and deposited as described in a resolution of the Issuer adopted on May 17, 2022 (the "Resolution"). See the Resolution for a definition of the Non-Ad Valorem Revenues. Issuance of the Note is estimated to result in an annual average of approximately \$1,304,169.05, of the Non-Ad Valorem Revenues of the Issuer not being available to finance the other services of the Issuer each year for 10.9 years. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

6. The name and address of the Lender is as follows:

JPMorgan Chase Bank, N.A.  
450 South Orange Avenue, Suite 1000  
Orlando, Florida 32801

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 20<sup>th</sup> day of May, 2022.

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_

Name: Anna Maria Beissel

Title: Authorized Officer







## Office of Management and Budget - Supplemental Memo Attachments

### Item #9 – UPDATING THE FINANCIAL GUIDELINES FOR CONDUIT BOND ISSUES

#### DOCUMENTS REQUIRING ACTION:

- Financing Guidelines for Conduit Bond Issued or Approved by Martin County

**FINANCING GUIDELINES  
FOR CONDUIT BONDS  
ISSUED OR APPROVED BY MARTIN COUNTY, FLORIDA  
(Updated May 17, 2022)**

**I. General**

A. Scope of Financing Guidelines.

These guidelines (the “Financing Guidelines”) are promulgated by the Board of County Commissioners (the “Board”) of Martin County, Florida (the “County”), for the information and convenience of applicants intending to finance projects through the issuance of conduit bonds issued or approved by Martin County, Florida (the “County”). The Board reserves the right to require additional information be supplied or additional obligations be undertaken by an applicant as a condition of seeking approval of the application for conduit financing or approval. These Financing Guidelines serve only as a supplement to the various authorizing statutes under Florida law and are intended to be fully consistent with them. *Conduit bonds issued or approved by the County do not constitute a debt, liability, or obligation of the County or the State of Florida, or any political subdivision or agency thereof, and bondholders shall never have the power to compel the exercise of ad valorem taxation for their payment.* Instead, any bonds issued or approved by the County shall only be paid from the revenues of the applicant’s project or other funds of the applicant in connection with the applicant’s properties, assets, and operations, and the County shall never be compelled or required to expend any of its own funds for such purpose. The obligation to repay the bonds may be secured by the assets of the applicant pursuant to mortgages, trust indentures or other security agreements.

B. Nature and Purpose of Bond Issue.

The authority of the County to issue or approve conduit bonds shall be derived from state and/or federal law and/or ordinances and/or resolutions of the County.

C. General Policy of Financing or Approving Projects.

The County recognizes that capital projects covered by these Financing Guidelines should be financed in the most efficient and economical manner without jeopardizing the reputation and credit rating of the County or subjecting the County to other risks in connection with such financings. The County intends to facilitate the financing or approval of such projects to the extent that such projects are consistent with the needs of the residents of the County and sound municipal finance principles. Such determination shall be made in the sole discretion of the County and shall be final in all cases.

## II. Organization

### A. Governance and Officers.

The County is a political subdivision of the State of Florida and operates as a non-charter government pursuant to Article VIII, Section (1)(f) of the Constitution of the State of Florida. The County is governed by the Board, a five-member board elected at-large, but each representing a geographic district within the County. The members are elected to serve four-year, staggered terms. The Board appoints, from among its members, a Chair and Vice Chair. The Clerk of the Circuit Court for the County (the "Clerk") is the ex-officio clerk to the Board and is authorized to attest and seal documents of the County. The County Administrator is the chief administrative officer of the County in charge of overseeing day-to-day operations, and is appointed by the Board to carry out the policies and procedures established by the Board. The County Attorney is also appointed by the Board and serves as its in-house legal counsel.

### B. Meetings and Minutes.

The Board meets in regular session at 9 a.m. on the second and fourth Tuesdays of every month in the Board's Chambers on the first floor of the County Administrative Center located in the City of Stuart, Florida, which is the County seat. All meetings of the County are open to the public. The Clerk is the custodian of the records and all documents and minutes of the County, which are open for public inspection in accordance with applicable laws of the State of Florida. The coordination and scheduling of conduit financing matters to be presented to the Board shall be the responsibility of the County Administrator.

### C. Authorities and Other Issuers

The Board created and is responsible for appointing the members of the Martin County Health Facilities Authority and the Martin County Industrial Development Authority (collectively, the "Authorities"). These Financing Guidelines are applicable to financings issued by the Authorities which require approval by the County. These Financing Guidelines are further applicable to financings that contemplate the issuance of bonds by other issuers, but which require approval by the County as host jurisdiction of one of more projects being financed by such bonds.

## III. County Bond Financing Team, Application Fee

A. For consistency purposes, the County will utilize its bond financing team in all conduit financings issued or approved by it. The bond financing team consists of the County Attorney or his or her designee (hereinafter referred to as the "County Attorney"), the County Administrator or his or her designee (hereinafter referred to as the "County Administrator"), the County's Financial Advisor and the County's Bond Counsel. Applicants are advised to contact the County Administrator early in the process to

determine the total amount of the fees to be charged, if any, in addition to the non-refundable application fee described in Section III.B. herein and the financing fee described in Section V.E.1. herein, if applicable. The amount of such additional fee will vary depending upon the size, complexity and structure of the proposed bond issue and whether such issuance or approval potentially impacts the ability of the County to issue "bank qualified" bonds or notes. All fees and expenses will be paid by the applicant. This does not restrain or inhibit the applicant from retaining other consultants such as financial advisors, legal counsel, underwriters, engineers and other consultants. The fees and expenses of the County's Financial Advisor and Bond Counsel, and all other such consultants shall be the responsibility of the applicant and are in addition to the County's fees described herein.

B. The County will charge a non-refundable application fee of \$10,000 to process the application. The applicant will bear all costs incurred by the County during the processing of any application, including the non-refundable fees described herein, and is required to enter into an Expense and Indemnity Agreement at the time of the filing of the application.

#### **IV. Criteria for Financing**

##### **A. Community Need.**

The primary criterion for financing or approving any project will be the degree to which the community needs or benefits from the proposed capital improvement. The County will require the presentation of all pertinent data and information, both objective and subjective, with respect to community needs before considering any project. In order to provide community need, a project shall make a significant contribution to the economic growth of the County; shall provide or preserve gainful employment; shall protect the environment; and/or shall serve a public purpose by advancing the economic prosperity, health, education or welfare of the County and its people.

##### **B. Financial Feasibility.**

The applicant will be required to show to the satisfaction of the County that the project and the revenues generated by it, or the revenues otherwise available for debt service, are sufficient to make the financing feasible. The degree of proof of financial feasibility will depend on the circumstances of each project, including whether the bonds are proposed to be sold publicly or through a negotiated private placement with accredited investors. The County, at its discretion, shall have the authority to require a financial feasibility study to be completed by an independent feasibility consultant of recognized competence approved by the County, at the expense of the applicant. In each case, however, the County may require the applicant's creditworthiness to be evaluated by an entity that, in the judgment of the County, is competent to perform such analysis.

##### **C. Security.**

In addition to financial feasibility, the applicant may be required to secure the payment of debt service in a manner satisfactory to the County. Depending on the circumstances, the applicant may be required to provide mortgages, security interests in related personal property, assignments of accounts, corporate or personal guaranties (including guaranties of completion, operating deficits, recourse obligations (such as fees, expenses and indemnifications) and environmental indemnity), letters or lines of credit, bond insurance or other security for the debt. In addition, when the bonds are issued by the County or by one of the Authorities, when approval of the County is requested, the bonds must meet at least one of the following criteria at the time of marketing the bonds:

1. The bonds shall be rated in one of the highest four ratings by a nationally recognized rating service, or, if rated in or below the lowest investment grade category (the lowest investment grade category being Baa for Moody's, BBB for S&P and BBB for Fitch), the bonds shall be privately placed with or otherwise sold to accredited investors providing an appropriate investor representation letter, in \$100,000 minimum denominations and \$5,000 increments thereafter to each investor.
2. The bonds shall be backed by a letter of credit from a bank, savings and loan association, or other creditworthy guarantor, or by bond insurance guaranteeing payment of principal and interest on the bonds, which shall provide one of the top three rating categories (AAA, AA or A by Moody's, S&P or Fitch) for the bonds.

In all such cases (other than privately placed bank loans), a trustee will be named to act on behalf of the bondholders during the time the bonds are outstanding.

D. Risk and Manner of Sale.

If the applicant's proposed bond issue does not meet 1 or 2 above, but because of unusual circumstances, the financial soundness of the proposed project, as shown by a successful operating history of the project, the financial feasibility study and/or proposed security as described above, is sufficient to reduce the risk involved in the project to a level acceptable to the County, the bond issue involved may, in the County's sole discretion, be offered through underwriters to the general public. The applicant is advised that this alternative is rarely used and difficult to obtain.

E. Management of Project.

In all cases, the County must be shown that the project will be managed in an efficient, economical, and competent manner. Proof of competent management may vary in form, depending of the circumstances of the project.

F. Commitment of the County when it serves as Issuer.

For every project financed with bonds issued by the County, the County may refuse to finance the project at any time up to the execution by the County of a bond purchase agreement or other instrument similarly binding the County to sale and delivery of bonds. Before then, any decision by the County to refuse approval of a financing for a project creates no liability whatsoever from the County to the applicant, and the applicant shall not be entitled to rely, as against the County, on any official action, including without limitation execution and delivery by the County of the Expense and Indemnity Agreement by the County, before the execution of such an instrument.

**V. Procedures for Conduit Financing and Approval**

A. Applications.

Any applicant desiring financing assistance or approval of a project from the County must submit to the County Administrator one original fully executed application form with all required attachments, in electronic form. In addition to the completed application form, submissions must include (1) a fully executed Expense and Indemnity Agreement, attached to these Financing Guidelines; and (2) copies of any feasibility studies, consultant's reports, engineering studies, etc., either preliminary or final, existing at the time of the application. The application form is attached to these Financing Guidelines and may also be obtained from the County Administrator. The non-refundable application fee described in V. - E. hereof must accompany the application submitted.

B. Initial Review and Approval.

Upon receipt of an application, the County's bond financing team shall determine whether the application is complete. No further processing of an incomplete application shall be done until the application is determined to be complete.

Once the application is determined to be complete, a copy of the application will be provided to the County's Financial Advisor to review on a preliminary basis for the purpose of determining if the financial feasibility of the proposed project is materially defective. If, in the opinion of the County's Financial Advisor, or its County Administrator, there is a need for legal advice on the basic structure of the proposed transaction, the County Attorney will provide such service and render a preliminary decision.

A preliminary meeting with the applicant will be scheduled before the County's bond financing team, at which time they may decide whether the applicant may make a presentation. SUCH MEETING WILL BE PROPERLY NOTICED IF SO REQUIRED BY FLORIDA'S SUNSHINE LAWS. At the meeting, the bond financing team may decide to recommend one of the following to the Board at a subsequent meeting.

- (i) Recommend the project for further consideration, contingent upon the applicant fulfilling all statutory requirements, the requirements of these Financing Guidelines, and any other requirements which the County may deem appropriate depending on the circumstances,
- (ii) reject the project, or
- (iii) take such other action, including approval of the project if the County will not be serving as the issuer, or the adoption of inducement or bond resolutions of the County which the County deems appropriate.

The application will not be considered by the County until meeting minimum requirements with respect to permitting, zoning, building plans, platting, streets and utility service. The project must not put a burden on existing County services or utilities beyond that which can be reasonably and economically accommodated.

C. Processing, Validation, Public Hearings, Sale and Closing.

The processing of every application will vary, depending on circumstances such as (i) whether the applicant is a not-for-profit corporation, (ii) whether the County is issuing the bonds or only providing approval of the same, (iii) whether the proposed bond issue is to be tax-exempt or taxable, (iv) the type of project to be financed, (v) whether the project is a new financing or supplemental to or a refinancing of a previous financing, (vi) the type and manner of sale, and (vii) the degree of further information and assurances required by the County. Where the County is the issuer, the process generally, will occur as follows:

- (i) All bond documents, including the appropriate resolutions, loan agreements, trust indenture, guaranty agreements and such other instruments as shall be necessary, shall be prepared by bond counsel to the applicant. The County's Bond Counsel and the County Attorney shall assist bond counsel in the preparation of documents.
- (ii) The County may require that the bonds be validated. In that case, the applicant's bond counsel shall prepare all pleadings and documents and otherwise handle the bond validation proceedings. The County's Bond Counsel and the County Attorney shall assist bond counsel in bond validation proceedings.

- (iii) Public hearings as may be required by the County under Section 147(f) of the Internal Revenue Code of 1986 and any other applicable state or federal law, will be scheduled at the convenience of the County after appropriate public notice.
- (iv) After the validation appeal period has expired, if applicable, and all required public hearings have been held, the County may adopt ordinances or resolutions with respect to the sale of the bonds. Bonds may be sold pursuant to bid or by negotiated sale. At the option of the County, the County may provide input on the number and selection of co-managers depending on the size and complexity of the issue.

D. Post Issuance Compliance

The applicant shall comply with all applicable requirements of the Internal Revenue Code, and the applicable Treasury Regulations, including, but not limited to: (i) the arbitrage and rebate requirements associated with the bonds and (ii) the qualified bonds provisions. For tax exempt bonds issued by the County or either of the Authorities, prior to the closing of the bonds, the applicant shall (i) adopt written post issuance tax compliance policies and procedures, (ii) enter into a contract for rebate services with a firm recognized as having expertise in performing arbitrage rebate calculations for tax-exempt bonds, and (iii) enter into a contract with a continuing disclosure dissemination agent, if continuing disclosure is required under applicable laws. The applicant shall be the party responsible for monitoring the conduit bonds for compliance with such requirements and to remediate nonqualified bonds in accordance with the requirements of the Code and applicable Treasury Regulations.

The applicant shall comply with the continuing disclosure requirements of Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934 (the "Rule"). The applicant must make its annual disclosure of any financial information, operating data and events that would trigger a disclosure obligation under the Rule under the Electronic Municipal Market Access (EMMA) web portal of the MSRB, located at <http://www.emma.msrb.org>.

E. Reimbursement of Fees and Costs.

1. Fees.

The applicant must attach to its application a check payable to Martin County, Florida in an amount determined from time to time by the County as its application fee. The application fee shall be non-refundable in the event that the proposed bond issue does not close for any reason. The application fee is intended to cover the preliminary expenses of the County and its consultants associated



with the review of the application. The initial application fee is established upon the adoption of these Financing Guidelines as \$10,000.

In addition to the application fee, a financing fee is required for all bonds to be issued by the County which shall be paid from the proceeds of the bonds at closing of the bond issue in an amount ~~equal to the servicing or financing fee schedule adopted from time to time by the Martin County Industrial Development Authority (although none of such fees will be shared with the Business Development Board of Martin County or any other entity, in this circumstance)~~ according to the following financing fee formula:

0.75% of issue size, first \$2.5 million  
0.25% of issue size, \$2.5 - \$32.5 million  
0.10% of issue size, above \$32.5 million

2. Expenses.

Whether the bonds are offered, sold or issued, the applicant shall also pay to the County an amount equal to all reasonable costs incurred by the County in issuing or approving the bonds. These costs shall include fees and expenses incurred by the County with its Financial Advisor and Bond Counsel, special counsel, and consultants, if employed, and all travel and lodging expenses, telephone expenses, postage and courier expenses due to them. For bonds issued by the County, these expenses may be deferred and collected from the proceeds of sale, provided that same shall not reduce the applicant's liability to pay the expenses in the event that no closing occurs. There may be unusual circumstances where certain expenses are required to be paid prior to closing of the bond issue, such as hiring special counsel or consultants. If this situation occurs, the applicant will be notified by the County prior to incurring the expense. For bonds approved but not issued by the County, expenses shall be due and payable on or prior to such approval.

3. Execution of Expense and Indemnity Agreement.

The applicant shall execute an Expense and Indemnity Agreement in the form attached to these Financing Guidelines and shall submit same with its application. The application will be considered incomplete if the agreement is not provided.

**MARTIN COUNTY, FLORIDA**

Application for Issuance or Approval of Conduit Financing

(Submit three original fully executed application forms with all required attachments and five copies of the application form with attachments and the application fee to the County Administrator, 2401 SE Monterey Road, Administrative Center, 4<sup>th</sup> Floor, Stuart, Florida 34996.)

I. APPLICANT

A. Legal Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

B. Applicant's Agent (if any)

Name:

\_\_\_\_\_

Business

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email:

---

C. Applicant's Legal Counsel: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Email: \_\_\_\_\_

D. Management of Project (if other than Applicant):  
\_\_\_\_\_

- E. Applicant shall attach copies of items 1-6 below:
1. Names and business addresses of officers and directors.
  2. Articles of Incorporation.
  3. By-Laws.
  4. If applicant is a non-profit corporation, evidence that applicant is an organization covered under Section 501(c) (3) of the Internal Revenue Code.
  5. Audited financial statements of the applicant for the preceding three (3) years.
  6. Current rating agency reports and copy of recent presentation to rating agencies, if available.
  7. If applicant is a public company under the Securities and Exchange Act of 1934, a copy of Form 10-K for the last three (3) years.

II. PROJECT

A. Brief description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Type of project: \_\_\_\_\_

C. Address community needs and benefits: .

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Location:

\_\_\_\_\_  
\_\_\_\_\_

E. Real property to be acquired, if any (attach legal description, if available):

\_\_\_\_\_  
\_\_\_\_\_

F. Description of equipment or other personal property to be acquired (attach list, if appropriate):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

G. If the project is a health care project for which a Certificate of Need is required, has Certificate of Need been obtained:

\_\_\_\_\_ Yes \_\_\_\_\_ No

Date: \_\_\_\_\_

If yes, attach copy and give CON number:

\_\_\_\_\_

If no, give date of application(s): \_\_\_\_\_

If no Certificate of Need is necessary, explain why: .

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

H. Estimated total cost of project: \$ \_\_\_\_\_

Land Acquisition: \$ \_\_\_\_\_

Design and construction: \$ \_\_\_\_\_

Acquisition of existing structures: \$ \_\_\_\_\_

Equipment purchase: \$ \_\_\_\_\_

Other (explain): \$ \_\_\_\_\_

I. Has any feasibility study been performed?  
 \_\_\_\_\_ Yes \_\_\_\_\_ No (If yes, attach copy)

(If No, provide at least a five year proforma)

J. Timetable: attach as detailed a timetable as is available for the project.

III. FINANCING.

Note: For bonds issued by the County, if this data has not yet been obtained by the applicant, leave this part blank, and the County's bond financing team will assist in structuring the transaction and selecting underwriters, feasibility consultants and other professionals. If the County is approving but not issuing the bonds, the information must be provided by applicant.

A. Amount of Bond or Note Issued: \$ \_\_\_\_\_

Total project Costs: \$ \_\_\_\_\_

Costs of issuance details: \$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Monies available from other sources \$ \_\_\_\_\_  
 (attach explanation):

B. Primary source of repayment/security pledge: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Additional security or guaranties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Credit Enhancement (Letter of Credit, Bond Insurance, Surety Bond, etc.)  
Provider: \_\_\_\_\_  
\_\_\_\_\_

E. Final Maturity: \_\_\_\_\_

F. Attach any preliminary numbers for financing of the project, including any  
sources and uses and debt service schedule, consistent with A and E above.

G. Are the proposed bonds to be junior in status to any other obligations or  
Applicant?

\_\_\_\_\_ Yes (explain) \_\_\_\_\_ No

\_\_\_\_\_  
\_\_\_\_\_

H. Underwriter's name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_



I. Underwriter's Counsel: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_

J. Feasibility Consultants: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_

K. Contact information for applicant's financial advisor, other consultants, contractors or agents, if any:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IV. REFUNDING ISSUES: If the proposed bond issue is for purpose of refunding previous debt, attach an official statement for the refunded bonds and all other "refunding documents", and a summary of the debt to be refunded.

[Remainder of page intentionally left blank]

V. DATE OF APPLICATION: \_\_\_\_\_

Applicant acknowledges receipt of a copy of the "Financing Guidelines for Conduit Bonds Issued or Approved by Martin County, Florida", which is incorporated in this application by reference and understands that this application will be processed according to its provisions. Applicant also submits herewith an executed "Expenses and Indemnity Agreement" as required by the Financing Guidelines.

For the Applicant:

\_\_\_\_\_

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_(CORPORATE SEAL)

Its: \_\_\_\_\_

## EXPENSE AND INDEMNITY AGREEMENT

Martin County, Florida  
c/o County Administrator  
2401 SE Monterey Road  
Administrative Center, 4<sup>th</sup> Floor  
Stuart, Florida 34996

Re: Proposed Bond Issue for \_\_\_\_\_

Ladies and Gentlemen:

The undersigned [corporation] (the "Applicant") has requested you to consider its application to have you issue or approve the bonds referred to above (the "Bonds") for the benefit of the Applicant and, as an inducement to such consideration, hereby agrees with you as follows:

Section 1. Payment of Expenses. Whether or not the Bonds are offered, sold or issued, the Applicant agrees to pay and be liable for, and to hold you harmless against the payment of, any and all fees and expenses relating to the Bond issue which are described in your *Financing Guidelines for Conduit Bonds Issued or Approved by Martin County*, including without limitation the fees and disbursements of your financial advisor, county attorney, bond counsel, special counsel, and consultants, your administrative charges and out-of-pocket expenses, recording charges, expenses of printing offering circulars, official statements, and the Bonds, legal advertising and the expenses of registering the Bonds with the securities commission of any state.

Section 2. Indemnity. Whether or not the Bonds are offered, sold or issued, the Applicant agrees to indemnify you, and each of your commissioners, officers, agents, attorneys, advisors, counsel and employees against any and all claims and liability of whatsoever nature arising out of or relating directly or indirectly to the Bond issue, whether caused by you or the Applicant or otherwise, misrepresentation, fraud or other tortious conduct, breach of contractual relationships, or violation of law or administrative rule, whether predicated upon federal or state statutes, common law, principles of equity or otherwise, excepting only claims based upon willful misfeasance or nonfeasance. In furtherance of the foregoing, the Applicant agrees to pay any and all attorneys' fees and court costs incurred in the defense of any such claims upon your written demand therefor. It is further understood and agreed that you or any of the persons hereinabove indemnified shall be entitled to retain counsel acceptable to you or them to defend any such claim, but that neither you nor any such person will enter into any settlement of the same without the prior written approval of the Applicant.

Section 3. Survival of Agreement. This Agreement shall survive the closing of the Bond issue and shall not merge into or be superseded by any other agreement other than by a written amendment hereto specifically dedominated as such and executed by you and the Applicant.

If the foregoing is acceptable to you, please indicate your acceptance in the space provided below, whereupon this Agreement shall become a binding contract between us.

Dated: \_\_\_\_\_

NAME OF APPLICANT: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Accepted and Agreed to as of the date above written:

MARTIN COUNTY, FLORIDA

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Chair

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Clerk of the Circuit Court and  
Comptroller

APPROVED AS TO FORM AND LEGALIT

By: \_\_\_\_\_

\_\_\_\_\_  
County Attorney



## Office of Management and Budget - Supplemental Memo Attachments

### Item #10 – BUDGET TRANSFER AND CIP MODIFICATION REQUEST FROM UTILITIES DEPARTMENT

#### DOCUMENTS REQUIRING ACTION:

- Budget Transfer
- CIP Sheet for the Solid Waste Equipment

## Solid Waste Equipment - Modified

**Category** Non-concurrency  
**Project Number** 4958  
**Location** Palm City  
**District** 5  
  
**Project Limits** Martin County Landfill / Transfer Facility  
  
**Related Projects**  
**Lead Dept/Division** Solid Waste  
**Year Project Initiated** On-going



### DESCRIPTION

Replacement of heavy equipment as well as additions to the heavy equipment fleet at Martin County Solid Waste Facilities.

### BACKGROUND

Projected replacement costs are based on historical records and Florida Department Of Transportation replacement standards. The attached sheet has details of each piece of equipment and the costs associated with each.

### PROJECT ORIGATION

Infrastructure Needs

### JUSTIFICATION

Equipment is replaced as it approaches the end of its useful life. The equipment is required to maintain permit compliance at the Solid Waste Facilities.

AFTER MODIFICATION				Funded					Unfunded
Expenditures	Total	To Date		FY22	FY23	FY24	FY25	FY26	FY27-FY31
Equipment	5,628,000			860,000	985,000	415,000	707,000	535,000	2,126,000
<b>Expenditure Total</b>	<b>5,628,000</b>			<b>860,000</b>	<b>985,000</b>	<b>415,000</b>	<b>707,000</b>	<b>535,000</b>	<b>2,126,000</b>
Revenues	Total	To Date	Carryover	FY22	FY23	FY24	FY25	FY26	FY27-FY31
Solid Waste Fees	5,628,000			860,000	985,000	415,000	707,000	535,000	2,126,000
<b>Revenue Total</b>	<b>5,628,000</b>			<b>860,000</b>	<b>985,000</b>	<b>415,000</b>	<b>707,000</b>	<b>535,000</b>	<b>2,126,000</b>

**Total Unfunded 0**

### OPERATING BUDGET IMPACT

New equipment decreases maintenance costs which can exceed \$100,000 per year for the fleet.

BEFORE MODIFICATION				Funded					Unfunded
Expenditures	Total	To Date		FY22	FY23	FY24	FY25	FY26	FY27-FY31
Equipment	5,328,000			560,000	985,000	415,000	707,000	535,000	2,126,000
<b>Expenditure Total</b>	<b>5,328,000</b>			<b>560,000</b>	<b>985,000</b>	<b>415,000</b>	<b>707,000</b>	<b>535,000</b>	<b>2,126,000</b>
Revenues	Total	To Date	Carryover	FY22	FY23	FY24	FY25	FY26	FY27-FY31
Solid Waste Fees	5,328,000			560,000	985,000	415,000	707,000	535,000	2,126,000
<b>Revenue Total</b>	<b>5,328,000</b>			<b>560,000</b>	<b>985,000</b>	<b>415,000</b>	<b>707,000</b>	<b>535,000</b>	<b>2,126,000</b>

**Total Unfunded 0**



## Agenda Item Summary

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**File ID:** 22-0522

**DEPT-2**

**Meeting Date:** 5/17/2022

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**PLACEMENT:** Departmental

**TITLE:**

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

**EXECUTIVE SUMMARY:**

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

**DEPARTMENT:** Administration

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

**REQUESTED BY:** Various

**PRESET:**

**PROCEDURES:** None

**BACKGROUND/RELATED STRATEGIC GOAL:**

This item serves as a placeholder for those items that meet the threshold for Board approval for contracts \$1 million or greater and contract change orders or amendments that meet the \$1 million threshold and cumulatively increase the original contact value by 10% or more.

**ISSUES:**

None

**LEGAL SUFFICIENCY REVIEW:**

Items requiring approval provided via Supplemental Memorandum.

**RECOMMENDED ACTION:**

**RECOMMENDATION**

Provided via Supplemental Memorandum.

---

**ALTERNATIVE RECOMMENDATIONS**

Provided via Supplemental Memorandum.

**FISCAL IMPACT:**

**RECOMMENDATION**

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

**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:** May 10, 2022

**VIA:** Taryn G. Kryzda, MPA, CPM  
County Administrator

**FROM:** Krysti L. Brotherton, CPPB  
Purchasing Manager

**SUBJECT: CONTRACTS THAT MEET THE THRESHOLD FOR BOARD  
APPROVAL \$1 MILLION OR GREATER**

---

**A. CONTRACTS OVER \$1,000,000** - Per Board direction, contracts valued at \$1,000,000 or more require approval by the Board of County Commissioners.

- 1. TROPICAL FARMS WATER TREATMENT PLANT POST TREATMENT STABILIZATION (RFB2022-3389)** – Furnish all labor and materials necessary to construct the improvements to the existing Tropical Farms Water Treatment Plant in Martin County, Florida, including but not limited to the following: site preparation, demolition, miscellaneous piping improvements, valves, 30-ton bulk CO<sub>2</sub> storage tank, two new (2) carrier water pumps, carbonic acid solution feed system, clearwell structural improvements, electrical equipment, instrumentation, painting and coatings; and all accessory items to provide a complete operating system as depicted in the Contract documents.

Additive Alternate 1: Construction of an additional bulk sodium hydroxide (caustic) storage tank, containment structure, piping, valves, heat trace, insulation, emergency eyewash shower, and all other components as depicted in the drawings. Additive alternate will only be included at Owners choice.

Project was publicly bid (bid tabulation attached).

**Fiscal Impact:** Project is in the adopted FY 2022 Capital Improvement Plan (CIP) and is funded with CFC Water funds and Utilities Fees.

**Recommended Action:**

1. Move that the Board award the contract to the lowest responsive and responsible bidder, Lawrence Lee Construction Services, Inc., in the amount of \$1,957,000.00 (Base Bid ONLY); and
2. Move that the Board approve the CIP revision to fund the project; and
3. Move that the Board approve a budget transfer from the Tropical Farms Water Plant project to Tropical Farms Water Plant CO<sub>2</sub> System Improvements project in the amount of \$900,000; and

**BCC MEETING DATE:** May 17, 2022  
**AGENDA ITEM:** DEPT-2

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

Per Board direction, all bidders have been notified of the recommendation of award and Board meeting date.

**2. COASTAL ENGINEERING (RFQ2022-3395)** – A continuing services contract for Professional Engineering services related to coastal engineering and technical services to assist Martin County with projects associated with the County’s coastal management efforts. Projects may include, but are not limited to:

- Hutchinson Island Beach Restoration
- St. Lucie Inlet Maintenance
- Artificial Reefs Design, Construction, Maintenance and Monitoring
- Habitat Creation and Restoration
- Shoreline Stabilization
- Waterfront infrastructure
- Climate Change Mitigation and Adaptation

Professional coastal engineering services required from the Consulting Engineer may include, but are not limited to, any or all of the following tasks:

- Data collection & management
- Internet and GIS applications for data storage, transfer, and retrieval
- Acquisition of grants and permits
- Project development and prioritization
- Engineering design, analysis, modeling and technical support
- Alternatives analysis including incorporation of resilience elements
- Project progress monitoring
- Support for the County’s Comprehensive Monitoring Program
- Other coastal project related concerns on an as-needed basis

Individual task orders under this contract shall not exceed \$500,000 nor shall any resulting construction contract exceed \$4,000,000 in accordance with Section 287.055, Florida Statute, as amended from time to time.

Nine (9) firms responded to a Request for Qualifications (RFQ). Six (6) firms were shortlisted.

The Selection Committee recommended the five (5) highest scoring firms for contract award (score sheet attached).

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

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

**Fiscal Impact:** Funding for individual projects is available in various Public Works/Coastal Engineering operating and/or capital budgets approved by the Board annually.

**Recommended Action:**

1. Move that the Board award the contract to:
  - APTIM Environmental & Infrastructure, LLC
  - Coastal Protection Engineering, LLC
  - Cummins Cederberg, Inc.
  - Taylor Engineering, Inc.
  - Tetra Tech, Inc.
  
2. Move that the Board authorize the County Administrator or designee to execute any and all documents related to this request.

Per Board direction, all bidders have been notified of the recommendation of award and Board meeting date.

3. **MANHOLE REHABILITATION & SEWER CLEANING (RFB2022-3397)** – Continuing services contract to provide all labor, equipment, materials and services necessary for cleaning, repairing and TV monitoring of wastewater sewers, manholes and lift stations and vac-con truck and pump services.

Project was publicly bid (List of Bidders attached).

Maximum Not-to-Exceed Value: \$1,250,000  
Maximum Not-to-Exceed Term: 5 years  
(3-year term plus two 1-year renewal options)

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

**Fiscal Impact:** Utilities R&R funding will be utilized for individual work orders approved under this Contract.

**Recommended Action:**

1. Move that the Board award the contract to the lowest, responsive and responsible bidders Hinterland Group, Inc. and Felix Associates of Florida, Inc.; and
  
2. Move that the Board authorize the County Administrator or designee to execute any and all documents related to this request.

**BCC MEETING DATE:** May 17, 2022  
**AGENDA ITEM:** DEPT-2

Per Board direction, all bidders have been notified of the recommendation of award and Board meeting date.

**4. CUSTODIAL SERVICES FOR PUBLIC BUILDINGS (REQUIRES CJIS CLEARANCE) (RFB2022-3400)** – Continuing services contract to provide all supervision, labor, and equipment necessary to provide custodial services for Martin County maintained facilities that require Federal Criminal Justice Information Security (CJIS) Clearance. Facilities include:

- Courthouse Complex
- Hobe Sound Annex
- Indiantown Intergovernmental Center
  - Includes Sheriff's Office side
- Martin County DRC
- New Monrovia Sheriff's Substation
- Public Safety Complex
  - Emergency Operations Center (EOC) Dispatch
- Sheriff's Administration Building
- Sheriff's Aviation
- Supervisor of Elections
- Willoughby Sheriff's IA Office

Project was publicly bid (List of Bidders attached).

Maximum Not-to-Exceed Value: \$2,500,000  
Maximum Not-to-Exceed Term: 5 years  
(3-year term plus two 1-year renewal options)

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

**Fiscal Impact:** This Contract is funded by various Departmental operating budgets approved by the Board annually.

**Recommended Action:**

1. Move that the Board award the contract to the lowest, responsive and responsible bidder, United Services, Inc.; and
2. Move that the Board authorize the County Administrator or designee to execute any and all documents related to this request.

Per Board direction, all bidders have been notified of the recommendation of award and Board meeting date.

**5. CUSTODIAL SERVICES FOR PUBLIC BUILDINGS (NON-CJIS) (RFB2022-3401)** – Continuing services contract to provide all supervision, labor, and equipment necessary

to provide custodial services for Martin County maintained facilities that do not require Federal Criminal Justice Information Security (CJIS) Clearance. Facilities include:

- Administrative Center
- Airport Customs Building
- Airport Offices, Tower & Maintenance Building
- Blake Library
- Building Department
- Cummings Library
- Public Works/Field Operations Shop
- Public Works/Mosquito Control Offices
- General Services/Vehicle Maintenance
- General Services/Public Works Administration
- General Services Building Maintenance Shop Offices & Restroom
- Health Department (Stuart)
- Hobe Sound Library
- Hoke Library
- Indiantown Health Department
- Lahti Library
- Landfill Scale House
- Landfill Transfer Station
- Morgade Library
- Utilities & Solid Waste (North Plant)
- Utilities & Solid Waste (Tropical Farms)
- Willoughby Martin Metropolitan Planning Organization (MPO) Office
- Willoughby Property Appraiser's Office
- Willoughby Tax Collector's Office (MCTC Offices)
- Willoughby Utilities & Solid Waste Administration Office

Project was publicly bid (List of Bidders attached).

Maximum Not-to-Exceed Value: \$2,500,000  
Maximum Not-to-Exceed Term: 5 years  
(3-year term plus two 1-year renewal options)

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

**Fiscal Impact:** This Contract is funded by various Departmental operating budgets approved by the Board annually.

**Recommended Action:**

1. Move that the Board award the contract to the lowest, responsive and responsible bidder United Services, Inc.; and

**BCC MEETING DATE:** May 17, 2022  
**AGENDA ITEM:** DEPT-2

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

Per Board direction, all bidders have been notified of the recommendation of award and Board meeting date.



BID TABULATION

RFB2022-3389

**TROPICAL FARMS WATER TREATMENT PLANT POST TREATMENT STABILIZATION**

DATE ADVERTISED: FEBRUARY 14, 2022

BID DUE DATE: WEDNESDAY, APRIL 6, 2022 @ 2:30 PM

LAWRENCE LEE CONSTRUCTION SERVICES, INC.	Base Bid	\$1,957,000.00	Additive Alternate #1	\$450,000.00	Base Bid + Additive Alternate #1	\$2,407,000.00
FLORIDA DESIGN CONTRACTORS	Base Bid	\$2,065,000.00	Additive Alternate #1	\$525,000.00	Base Bid + Additive Alternate #1	\$2,590,000.00

DEMANDSTAR STATISTICS:

NUMBER OF BIDDERS: **2**

NUMBER OF PLANHOLDERS: **38**

NUMBER OF SUPPLIERS NOTIFIED: **837**

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## Tropical Farms Water Treatment Plant CO2 System - Modified

**Category** Concurrency  
**Project Number** 3159  
**Location** Tropical Farms  
**District** 4  
  
**Project Limits** Tropical Farms Water Treatment Plant  
  
**Related Projects**  
**Lead Dept/Division** Utilities  
**Year Project Initiated** Proposed during FY22 CIP Workshop



### DESCRIPTION

Construction of a carbon dioxide (CO<sub>2</sub>) storage and feed system at the Tropical Farms Water Treatment Plant.

### BACKGROUND

The Tropical Farms Water Treatment Plant has ten (10) Surficial Aquifer Supply (SAS) wells that are used as blend water to stabilize the permeate from the Reverse Osmosis Plant. Water from these wells is oxidized, filtered, and degasified prior to combining with the RO permeate to add hardness and alkalinity to the finished water. Two (2) of these wells are intended to be abandoned in the immediate future and further reduction of this allocation is expected. As such, post-treatment stabilization measures are required to supplement the reduction in alkalinity due to the reduced flows from the SAS wellfield.

### PROJECT ORIGATION

Infrastructure Needs

### JUSTIFICATION

Increases in alkalinity in the treated finished water can be achieved through a combination of carbon dioxide (CO<sub>2</sub>) and caustic addition. The caustic system is already in place and the CO<sub>2</sub> system is being proposed.

AFTER 5/2/22

Expenditures	Total	To Date		Funded					Unfunded
				FY22	FY23	FY24	FY25	FY26	FY27-FY31
Engineering & Planning	66,000	66,000							
Construction	2,200,000			2,200,000					
<b>Expenditure Total</b>	<b>2,266,000</b>	<b>66,000</b>		<b>2,200,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Revenues	Total	To Date	Carryover	FY22	FY23	FY24	FY25	FY26	FY27-FY31
Utilities Fees	200,000	0		200,000					
CFC Water	2,066,000	66,000		2,000,000					
<b>Revenue Total</b>	<b>2,266,000</b>	<b>66,000</b>		<b>2,200,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Unfunded</b>									<b>0</b>

### OPERATING BUDGET IMPACT

There will be additional maintenance costs associated with the addition of a CO<sub>2</sub> system.

Expenditures	Total	To Date		Funded					Unfunded
				FY22	FY23	FY24	FY25	FY26	FY27-FY31
Engineering & Planning	66,000	66,000							
Construction	1,300,000			1,300,000					
<b>Expenditure Total</b>	<b>1,366,000</b>	<b>66,000</b>		<b>1,300,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Revenues	Total	To Date	Carryover	FY22	FY23	FY24	FY25	FY26	FY27-FY31
CFC Water	1,366,000	66,000		1,300,000					
<b>Revenue Total</b>	<b>1,366,000</b>	<b>66,000</b>		<b>1,300,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Unfunded</b>									<b>0</b>





LIST OF PROPOSERS

RFQ2022-3395

**COASTAL ENGINEERING**

DATE ADVERTISED: 3/21/2022

PROPOSAL DUE DATE: 4/13/2022 @ 2:30 PM

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC
ATKINS NORTH AMERICA, INC.
COASTAL PROTECTION ENGINEERING, LLC
CUMMINS CEDERBERG, INC.
DREDGING & MARINE CONSULTANTS, LLC
GEOSYNTEC CONSULTANTS, INC.
INTERA INCORPORATED
TAYLOR ENGINEERING, INC.
TETRA TECH, INC.

DEMANDSTAR STATISTICS:

NUMBER OF PROPOSERS: **9**

NUMBER OF PLANHOLDERS: **40**

NUMBER OF SUPPLIERS NOTIFIED: **913**

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**SELECTION COMMITTEE CONSENSUS SCORE (FINAL)**

RFQ2022-3395

**COASTAL ENGINEERING**

**SELECTION COMMITTEE MEETING DATE: MONDAY, MAY 2, 2022**

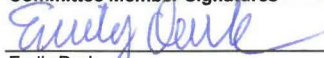
SCORING CRITERIA	SCORE	TETRA TECH, INC.	COASTAL PROTECTION ENGINEERING, LLC	CUMMINS CEDERBERG, INC.
Professional Qualifications, Experience	0 - 30	28.80	28.00	27.80
Professional Qualifications of Individual Staff to be Assigned to County	0 - 15	14.80	14.20	13.60
Direct applicability of firm's prior projects	0 - 20	19.20	18.60	18.00
Past Relevant Project Performance	0 - 10	9.60	9.40	9.20
Location of Primary Firm/Individual (Martin County =10, Adjacent County =8, In Florida =3, Outside of Florida =0)	0 - 10	10.00	8.00	8.00
Certified MBE/DBE/SBE/FVB primary firm/individual only (Yes=2, No=0)	0 - 2	0.00	2.00	0.00
Recent, current & projected workloads	0 - 5	4.80	4.60	4.60
Willingness, ability, past performance record to meet time & budget requirements	0 - 5	4.80	5.00	4.80
Volume of work previously awarded by County for similar projects in the past 3 years (if any) with the object of effecting an equitable distribution of contracts among qualified firms provided such distribution does not violate the principle of selection of the most highly qualified firms (this item does not require a statement or submittal by the firm)	0 - 3	3.00	3.00	3.00
<b>TOTAL SCORE</b>	<b>0 - 100</b>	<b>95.00</b>	<b>92.80</b>	<b>89.00</b>

SCORING CRITERIA	SCORE	APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC	DREDGING & MARINE CONSULTANTS, LLC	TAYLOR ENGINEERING, INC.
Professional Qualifications, Experience	0 - 30	28.80	25.80	30.00
Professional Qualifications of Individual Staff to be Assigned to County	0 - 15	14.80	12.60	15.00
Direct applicability of firm's prior projects	0 - 20	19.80	15.80	20.00
Past Relevant Project Performance	0 - 10	9.40	8.00	9.60
Location of Primary Firm/Individual (Martin County =10, Adjacent County =8, In Florida =3, Outside of Florida =0)	0 - 10	8.00	8.00	3.00
Certified MBE/DBE/SBE/FVB primary firm/individual only (Yes=2, No=0)	0 - 2	0.00	2.00	0.00
Recent, current & projected workloads	0 - 5	4.60	4.40	5.00
Willingness, ability, past performance record to meet time & budget requirements	0 - 5	4.60	4.00	4.80
Volume of work previously awarded by County for similar projects in the past 3 years (if any) with the object of effecting an equitable distribution of contracts among qualified firms provided such distribution does not violate the principle of selection of the most highly qualified firms (this item does not require a statement or submittal by the firm)	0 - 3	0.00	3.00	0.00
<b>TOTAL SCORE</b>	<b>0 - 100</b>	<b>90.00</b>	<b>83.60</b>	<b>87.40</b>

<b>RECOMMENDATION OF AWARD</b>	<b>TETRA TECH, INC.</b>
	<b>COASTAL PROTECTION ENGINEERING, LLC</b>
	<b>CUMMINS CEDERBERG, INC.</b>
	<b>APTIM ENVIRONMENTAL &amp; INFRASTRUCTURE, LLC</b>
	<b>TAYLOR ENGINEERING, INC.</b>

"By signing or electronically approving the consensus evaluation sheet, I certify that I have fully complied with the requirements of Section 12.02 of the Martin County Human Resource Manual as well as the requirements of Section 112.313, Fla. Stat. regarding conflict of interest related to this evaluation".

**Committee Member Signatures**

  
 \_\_\_\_\_  
 Emily Dark

  
 \_\_\_\_\_  
 Jessica Garland

  
 \_\_\_\_\_  
 Jim Lopilato

  
 \_\_\_\_\_  
 Kylie Yanchula

  
 \_\_\_\_\_  
 Scott Tedford

  
 \_\_\_\_\_  
 Purchasing Representative: Tasha Sapp



BIDDERS LIST

RFB2022-3397

**MANHOLE REHAB & SEWER CLEANING**

DATE ADVERTISED: 3/24/2022

BID DUE DATE: 4/27/2022 @ 2:30 PM

FELIX ASSOCIATES OF FLORIDA, INC.
HINTERLAND GROUP, INC.
NATIONAL WATER MAIN CLEANING COMPANY
SHENANDOAH GENERAL CONSTRUCTION, LLC

DEMANDSTAR STATISTICS:

NUMBER OF BIDDERS: **4**

NUMBER OF PLANHOLDERS: **32**

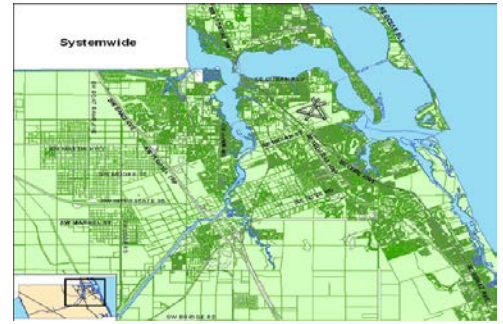
NUMBER OF SUPPLIERS NOTIFIED: **785**

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# Sanitary Sewer Lining

**Category** Non-concurrency  
**Project Number** 3568  
**Location** Systemwide  
**District** Systemwide  
  
**Project Limits** Systemwide  
  
**Related Projects**  
**Lead Dept/Division** Utilities  
**Year Project Initiated** Approved during FY13 CIP Workshop



**DESCRIPTION**

Project to line existing sanitary sewers and restore manholes at strategic locations to reduce large amounts of infiltration and inflow (I/I). Work also includes associated lift station rehabilitation work as a result of excess infiltration and inflow and air release valve maintenance/replacements.

**BACKGROUND**

During heavy rainfall events, large amounts of rainfall runoff infiltrate the older portions of the County's sanitary sewer system. This project will be ongoing until infiltration and inflow (I/I) is reduced to an acceptable level. The Department cleans and lines approximately 17,500 feet of sewer main per year on a continual basis. The Department maintains 196 miles of gravity sanitary sewer mains.

**PROJECT ORIGATION**

Infrastructure Needs

**JUSTIFICATION**

Lining of sanitary sewers will improve system reliability and maintain the current level of service. The lining of existing sanitary sewers and manhole restoration will also reduce the infiltration and inflow (I/I) into the system, thereby reducing the peak flows to the wastewater treatment plants during rainfall events. Reduction of flows associated with rainfall also ensures adequate flow and pumping capacity is maintained in the system.

Expenditures	Total	To Date	Carryover	Funded					Unfunded
				FY22	FY23	FY24	FY25	FY26	FY27-FY31
Construction	2,500,000			250,000	250,000	250,000	250,000	250,000	1,250,000
<b>Expenditure Total</b>	<b>2,500,000</b>			<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>1,250,000</b>
Revenues	Total	To Date	Carryover	FY22	FY23	FY24	FY25	FY26	FY27-FY31
Utilities R&R	2,500,000			250,000	250,000	250,000	250,000	250,000	1,250,000
<b>Revenue Total</b>	<b>2,500,000</b>			<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>1,250,000</b>

**Total Unfunded 0**

**OPERATING BUDGET IMPACT**

The reduction of infiltration and inflow (I/I) reduces flows to the system's lift stations and wastewater treatment plants, thereby reducing energy costs of pumping and treating the wastewater.



BIDDERS LIST

RFB2022-3400

**CUSTODIAL SERVICES FOR PUBLIC BUILDINGS (REQUIRES CJIS CLEARANCE)**

DATE ADVERTISED: 4/6/2022

BID DUE DATE: 5/4/2022 @ 2:30 PM

AMERICAN FACILITY SERVICES, INC.
CLEAN SPACE, INC.
INSIDE AND OUT MAINTENANCE, LLC
ELITE CUSTODIAL ENGINEERING, LLC (A KCLASS- EX, LLC COMPANY)
STOCKTON MAINTENANCE GROUP, LLC
SUNSHINE CLEANING SYSTEMS, INC.
UNITED SERVICES, INC.

DEMANDSTAR STATISTICS:

NUMBER OF BIDDERS: **7**

NUMBER OF PLANHOLDERS: **14**

NUMBER OF SUPPLIERS NOTIFIED: **240**

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BIDDERS LIST

RFB2022-3401

**CUSTODIAL SERVICES FOR PUBLIC BUILDINGS (NON-CJIS)**

DATE ADVERTISED: 4/6/2022

BID DUE DATE: 5/4/2022 @ 2:30 PM

AMERICAN FACILITY SERVICES, INC.
CLEAN SPACE, INC.
INSIDE AND OUT MAINTENANCE, LLC
STOCKTON MAINTENANCE GROUP, LLC
SUNSHINE CLEANING SYSTEMS, INC.
UBM ENTERPRISE, INC.
UNITED SERVICES, INC.

DEMANDSTAR STATISTICS:

NUMBER OF BIDDERS: **7**

NUMBER OF PLANHOLDERS: **21**

NUMBER OF SUPPLIERS NOTIFIED: **240**

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## Agenda Item Summary

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**File ID:** 22-0862

**DEPT-3**

**Meeting Date:** 5/17/2022

---

**PLACEMENT:** Departmental

**TITLE:**

**WATER QUALITY COMPARISON OF MARTIN COUNTY TAP WATER AND COMMERCIALY AVAILABLE BOTTLED WATER**

**EXECUTIVE SUMMARY:**

The Martin County Utilities staff was requested to provide an analysis of tap water and various brands of bottled water. The results of the analysis are contained in the PowerPoint Presentation.

**DEPARTMENT:** Utilities and Solid Waste

**PREPARED BY:** **Name:** Sam Amerson  
**Title:** Utilities & Solid Waste Director

**REQUESTED BY:**

**PRESET:**

**PROCEDURES:** None

**BACKGROUND/RELATED STRATEGIC GOAL:**

Recently staff was made aware of an initiative at the Home Depot store in Jensen Beach to encourage customers to purchase in-home water filters. Staff visited the store and took a brief survey being offered. The person taking the survey made statements that the local water is contaminated, and you shouldn't drink it without using a filter.

Martin County tap water was compared to nine varieties of nationally and regionally available bottled water brands by: source of water, treatment technologies, ten fundamental water characteristics and cost per volume. The results of the analysis are contained in the attached PowerPoint Presentation.

**ISSUES:**

None

**LEGAL SUFFICIENCY REVIEW:**

None

**RECOMMENDED ACTION:**

**RECOMMENDATION**

The Board is asked to hear the presentation.

**ALTERNATIVE RECOMMENDATIONS**

None

**FISCAL IMPACT:**

**RECOMMENDATION**

None

**ALTERNATIVE RECOMMENDATIONS**

None

**DOCUMENT(S) REQUIRING ACTION:**

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

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# Martin County Utilities



May 17, 2022



# Tap and bottled water, **how do they compare?**

MCU tap water was compared to nine varieties of nationally & regionally available bottled water brands by:

1. Source of the water
2. Treatment technologies used in production of finished water
3. Ten fundamental water quality characteristics
4. Cost per unit volume.

**Note:** Water purchased locally at Walmart, Target, and Publix in April 2022.

# Tap and bottled water, **how do they compare?**

	Type (as marketed)	Water Source	Treatment
MCU	Drinking water	Groundwater	Reverse osmosis, filtration, chlorine disinfection, with supplemental alkalinity & electrolytes (minerals)
1	Spring water	Groundwater	Microfiltration, UV & ozone disinfection
2	Spring water	Groundwater	Microfiltration, UV & ozone disinfection
3	Drinking water	Municipal	Carbon filtered, ozone disinfection
4	Purified water	Municipal	Reverse osmosis, ozone disinfection
5	Baby purified water (not sterile)	Municipal or groundwater	Distillation, filtration, ozone disinfection, with supplemental electrolytes (minerals) & fluoride
6	Purified water	N/A, "Made in the USA or Imported"	"Advanced" filtration, reverse osmosis
7	Drinking water	Municipal or groundwater	Distillation, ozone disinfection, with supplemental electrolytes (minerals)
8	Purified water	Municipal	Reverse osmosis
9	Baby purified water (not sterile)	Groundwater	Distillation, microfiltration, UV & ozone disinfection

# Tap and bottled water, how do they compare?

Primary PW Std	N/A	** < 4	N/A	N/A			< 10	< 1		Negative	Health based
Secondary PW Std	6.5 - 8.5	N/A	N/A	N/A	< 0.3	< 250	N/A	N/A	< 15.0	Negative	Aesthetics based

Sample	pH	Total Chlorine	Total Alkalinity	Total Hardness	Iron	Chlorides	Nitrate	Nitrite	Color	Total Coliform	Cost/Gallon
	Standard Units	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	#/100mL	\$
MCU Water	8.7	* 3.0	99	68	0.018	71	< 0.23	< 0.025	< 3	Negative	< 0.01
Bottle Water #1	7.6	< 0.1	148	162	< 0.009	15.9	2.03	< 0.025	< 3	Negative	1.73
Bottle Water #2	5.3	< 0.1	< 25	14	0.016	3.9	< 0.23	< 0.025	< 3	Negative	1.45
Bottle Water #3	6.3	< 0.1	< 25	< 5	< 0.009	< 1	< 0.23	< 0.025	< 3	Negative	0.89
Bottle Water #4	6.1	< 0.1	< 25	12	< 0.009	< 1	< 0.23	< 0.025	< 3	Negative	0.89
Bottle Water #5	7.3	< 0.1	< 25	20	< 0.009	8.2	< 0.23	< 0.025	< 3	Negative	1.45
Bottle Water #6	5.7	< 0.1	< 25	< 5	< 0.009	< 1	< 0.23	< 0.025	< 3	Negative	0.99
Bottle Water #7	6.9	< 0.1	< 25	16	< 0.009	10.7	< 0.23	< 0.025	< 3	Negative	6.75
Bottle Water #8	6.1	< 0.1	< 25	10	< 0.009	< 1	< 0.23	< 0.025	< 3	Negative	4.47
Bottle Water #9	5.8	< 0.1	< 25	18	< 0.009	< 1	< 0.23	< 0.025	< 3	Negative	1.00

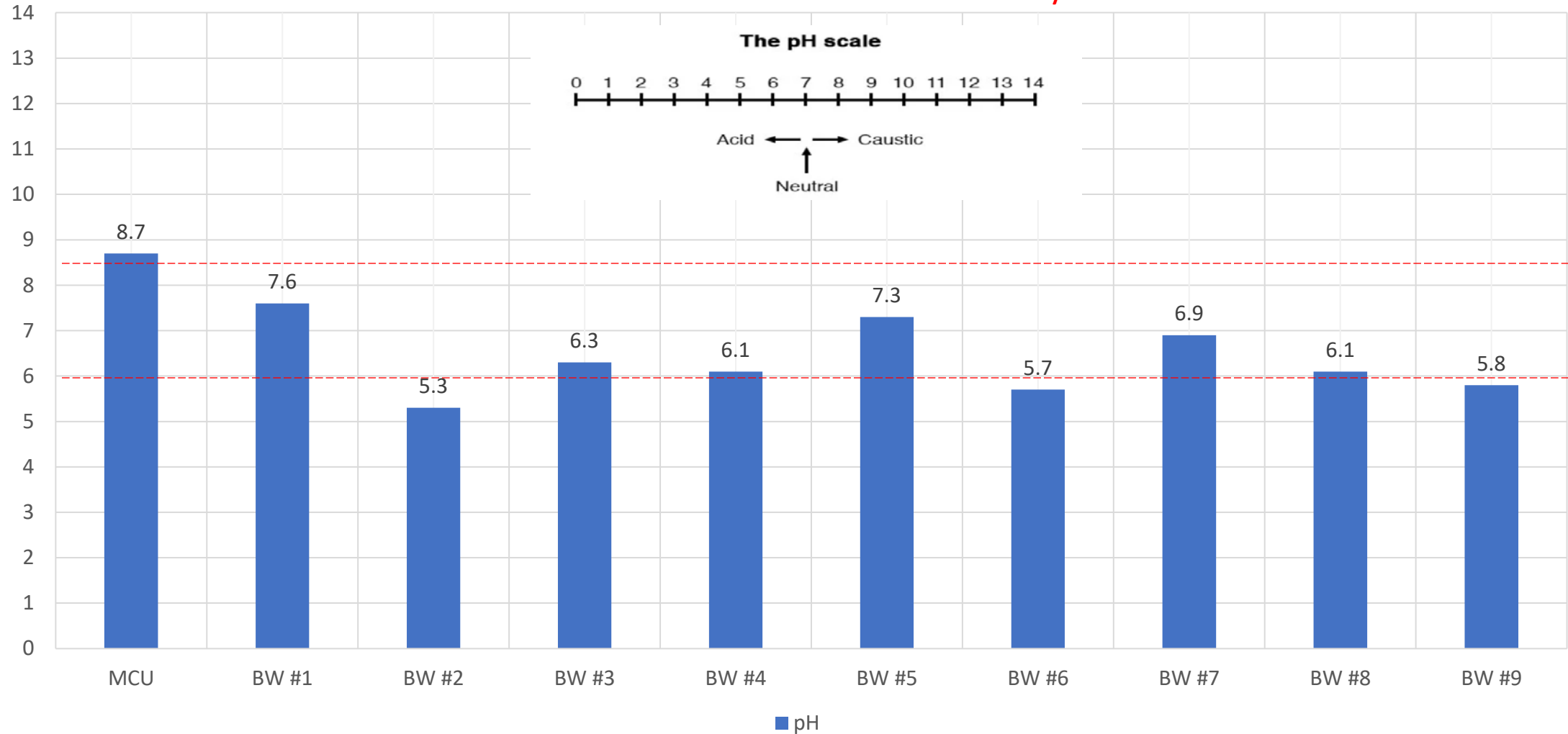
\* 2021 max annual average (computed qtrly)

\*\*MRDLG - Maximum residual disinfectant level goal

# pH - Is a measure of how acidic/alkaline water is.

pH

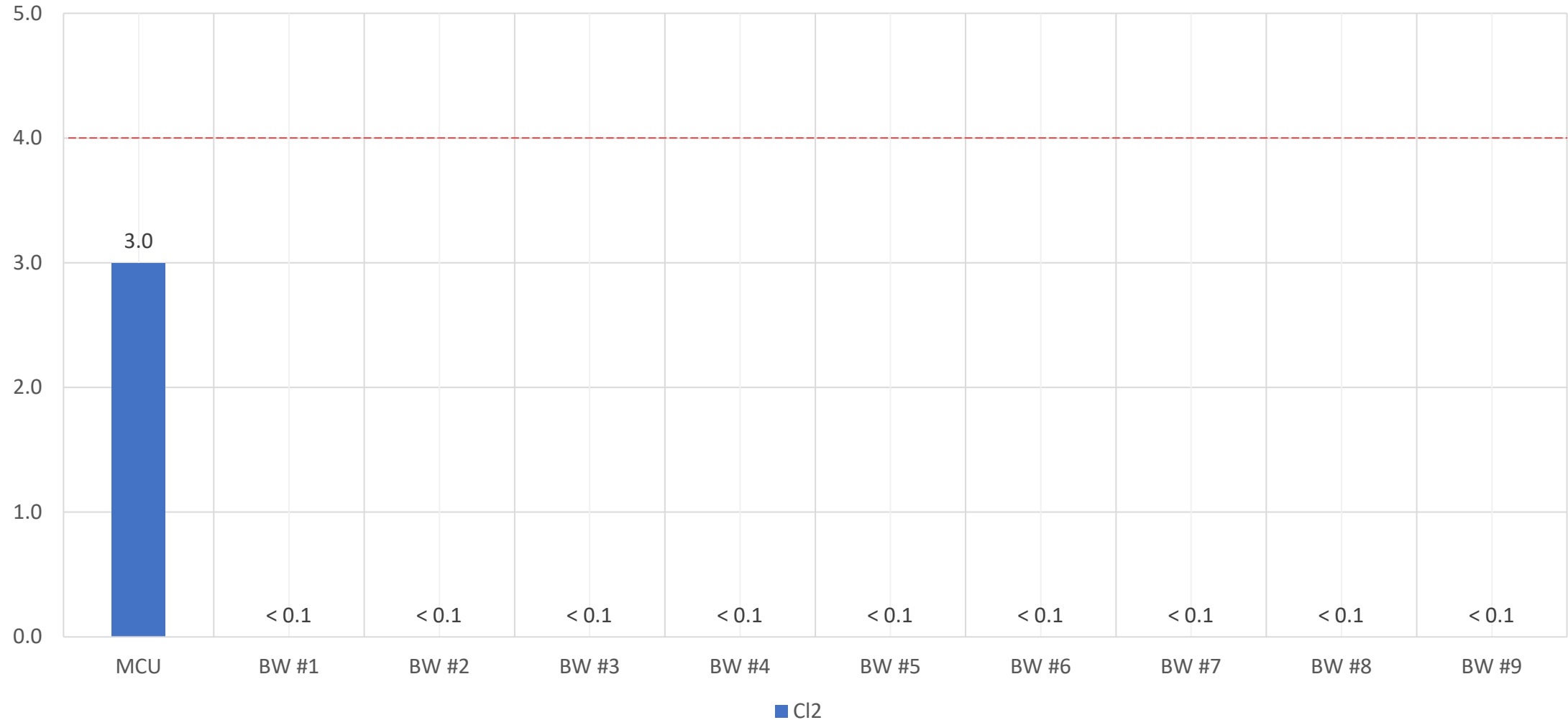
6.5 – 8.5 Standard Units – EPA Secondary Standard



# Total Chlorine - Is the total amount of chlorine in the water.

## Total Chlorine

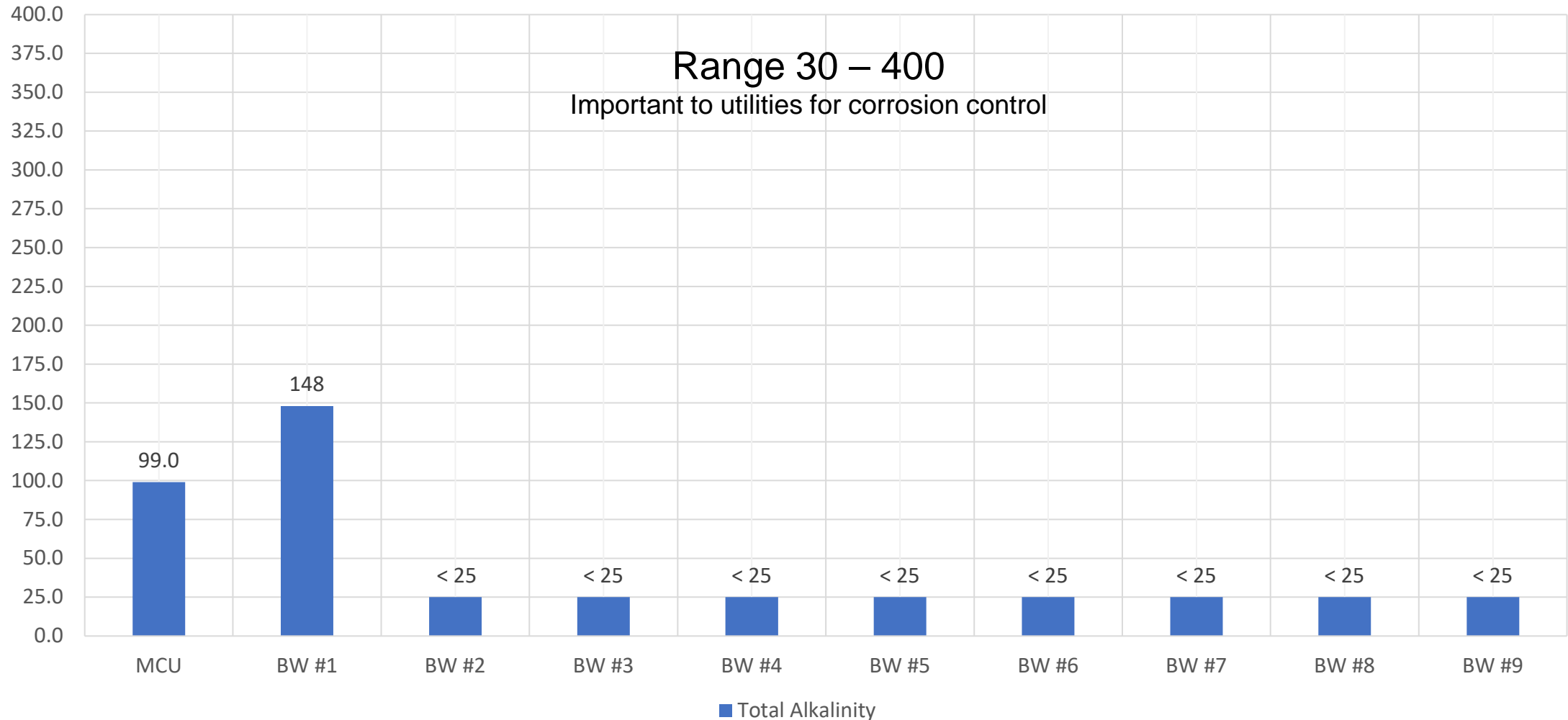
4.0 MRDL – mg/L EPA Primary Regulation



# Total Alkalinity - Is the measure of water's ability to neutralize acids.

## Total Alkalinity

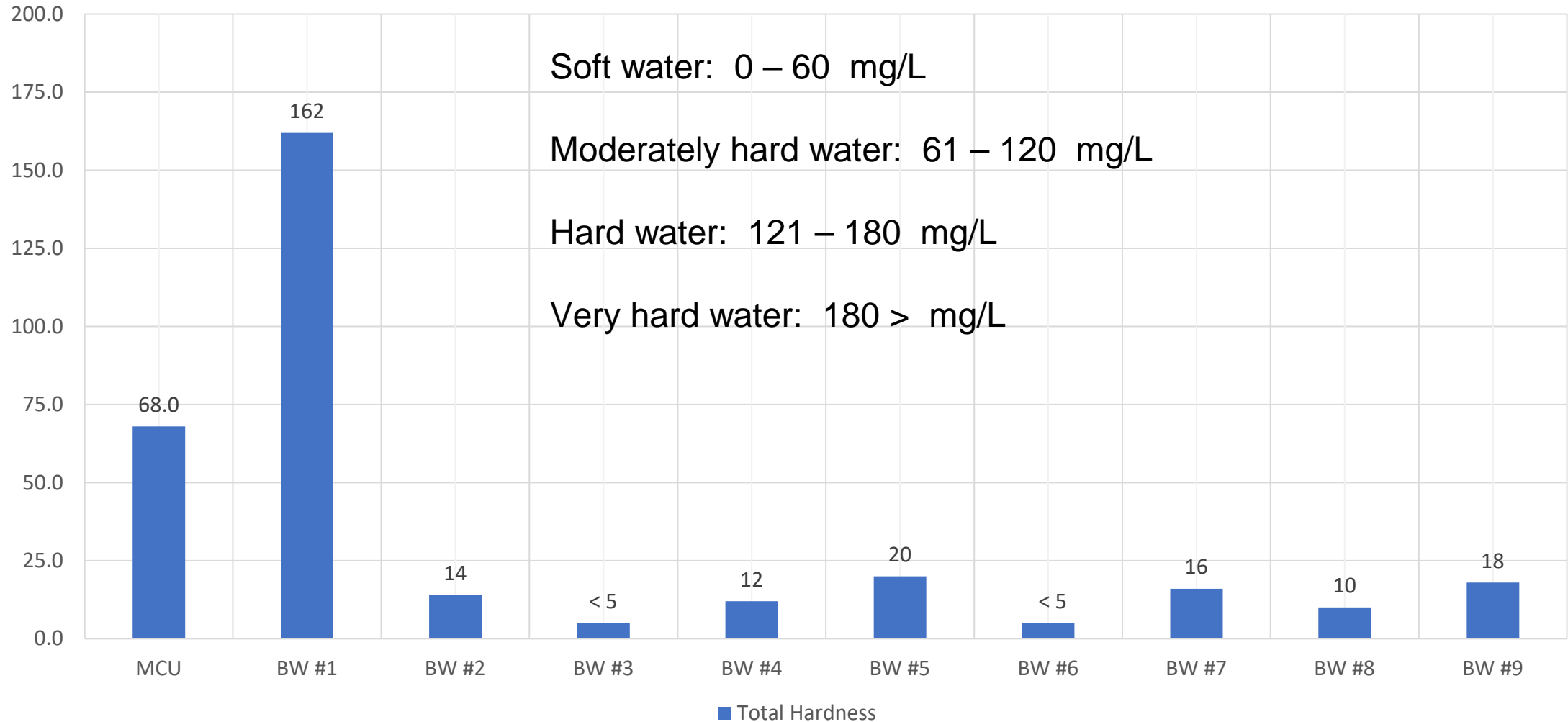
mg/L – No EPA Primary or Secondary Standard



# Total Hardness - Is the sum of the calcium and magnesium concentrations.

## Total Hardness

mg/L – United States Geological Survey

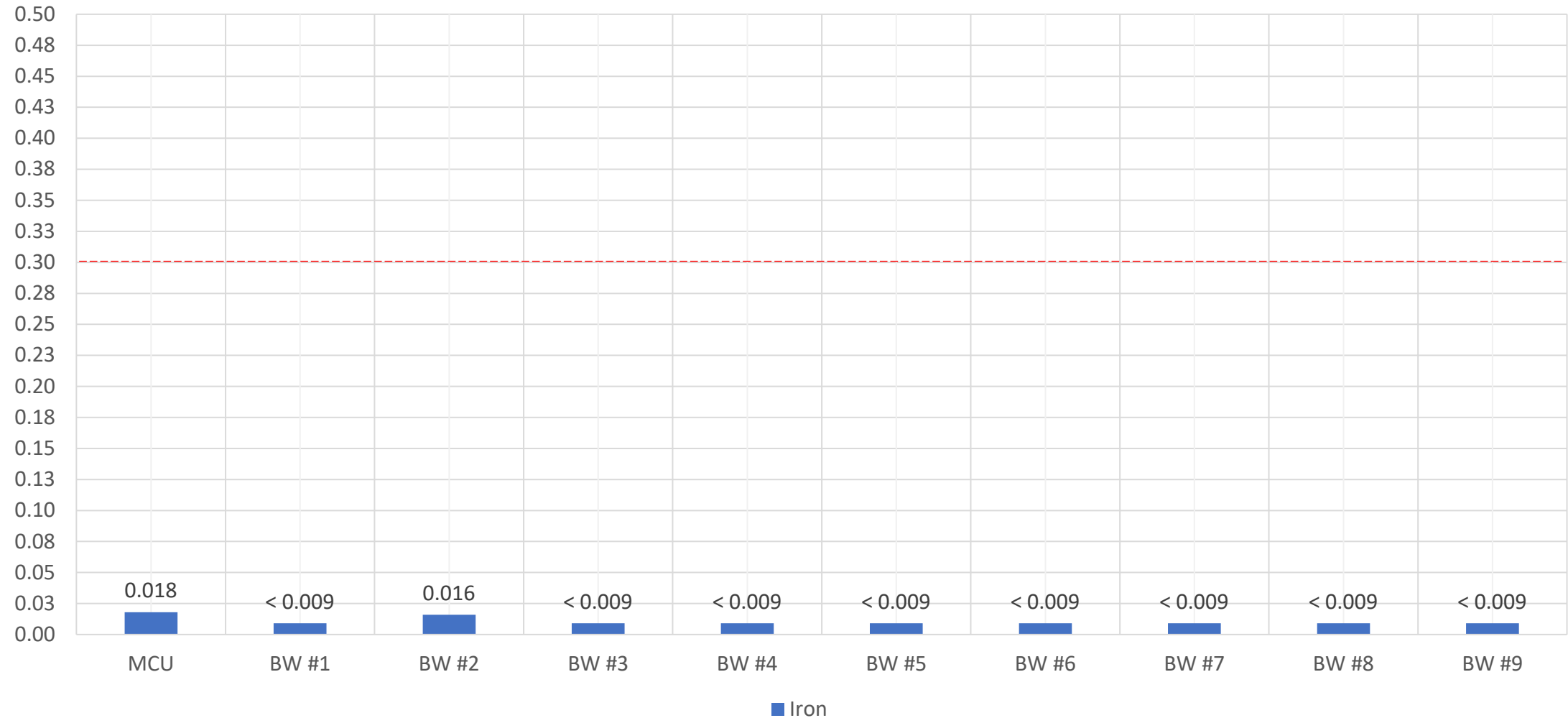




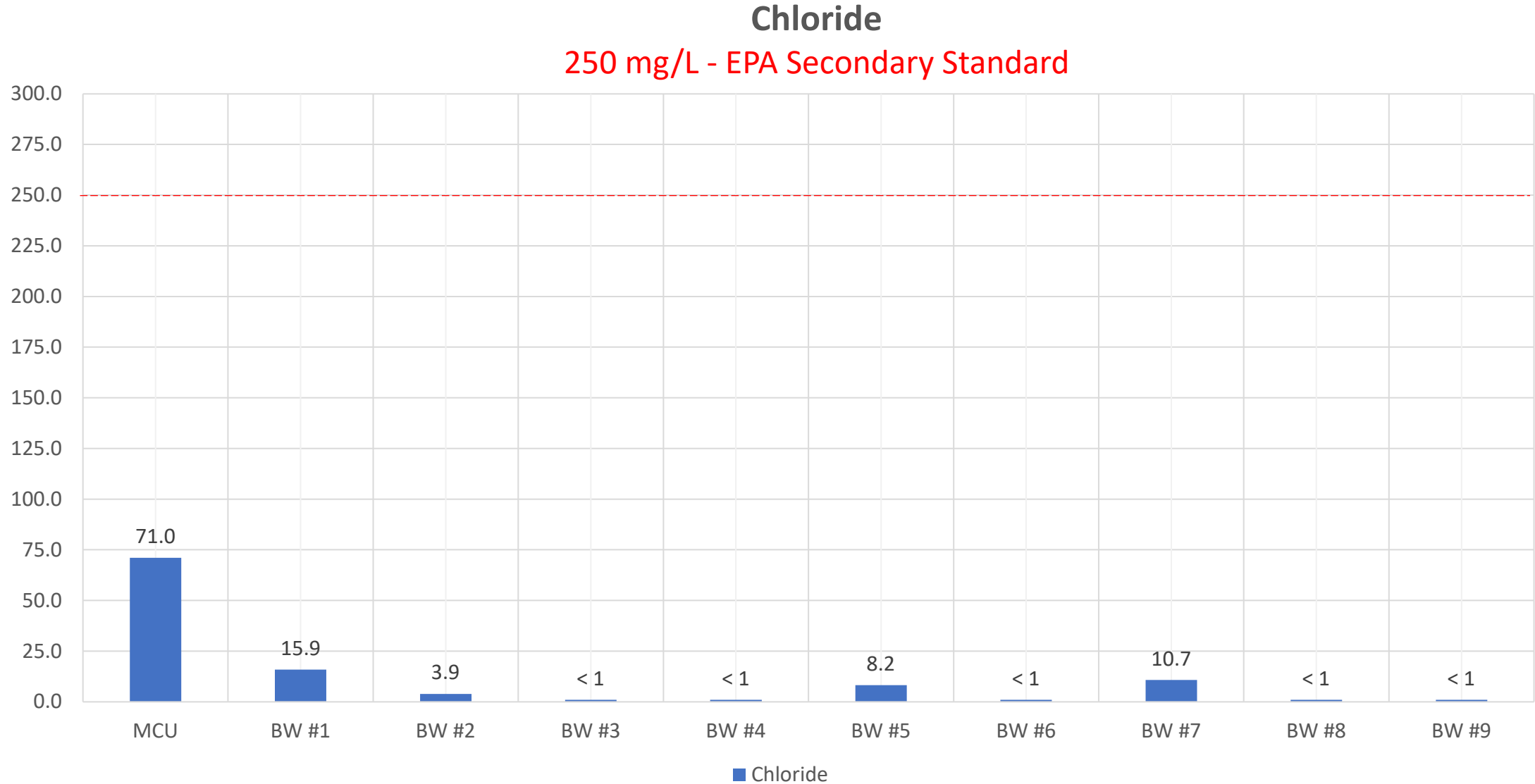
# Iron - **Is not hazardous to health, but it is considered a secondary or aesthetic contaminant.**

## Iron

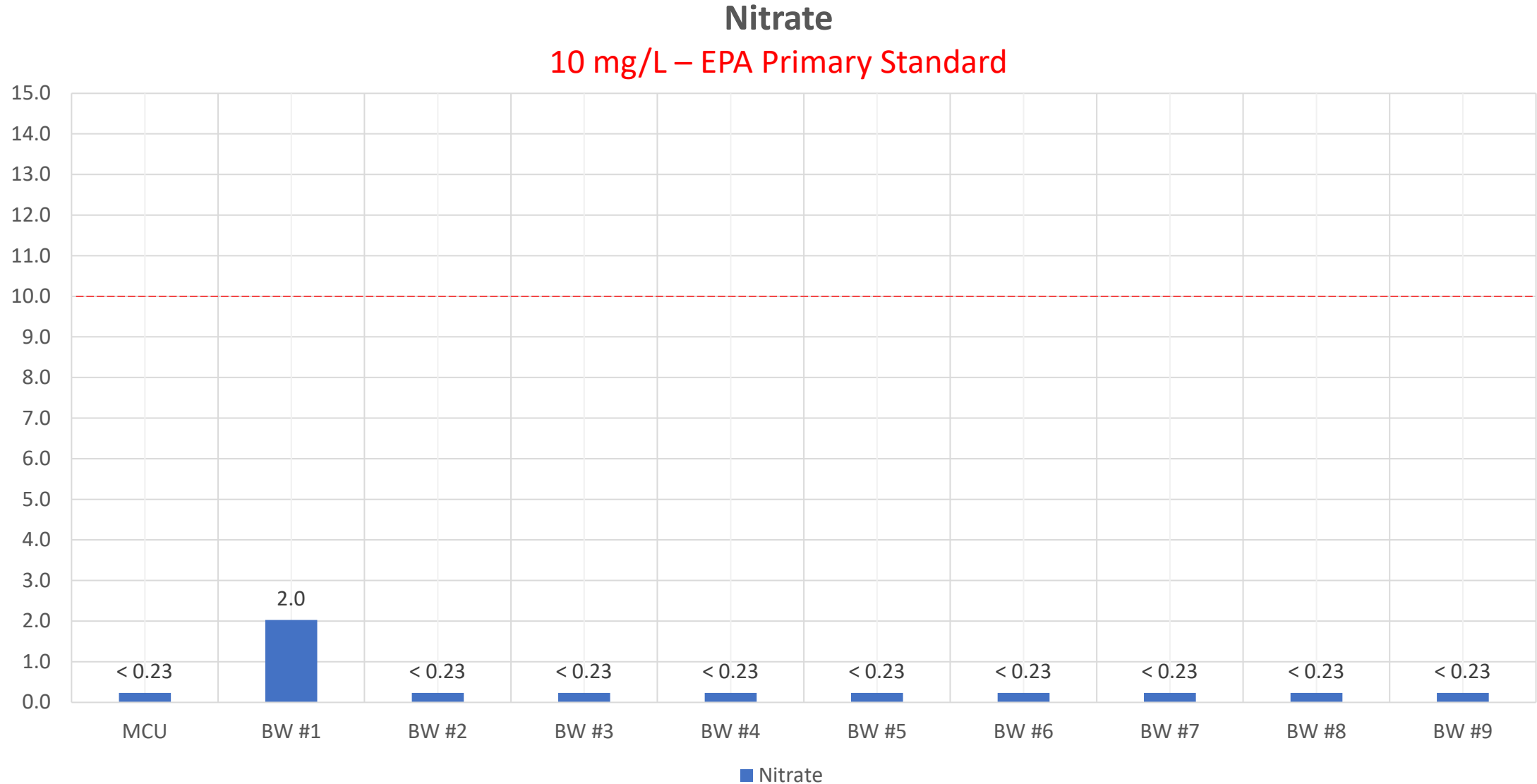
0.3 mg/L – EPA Secondary Standard



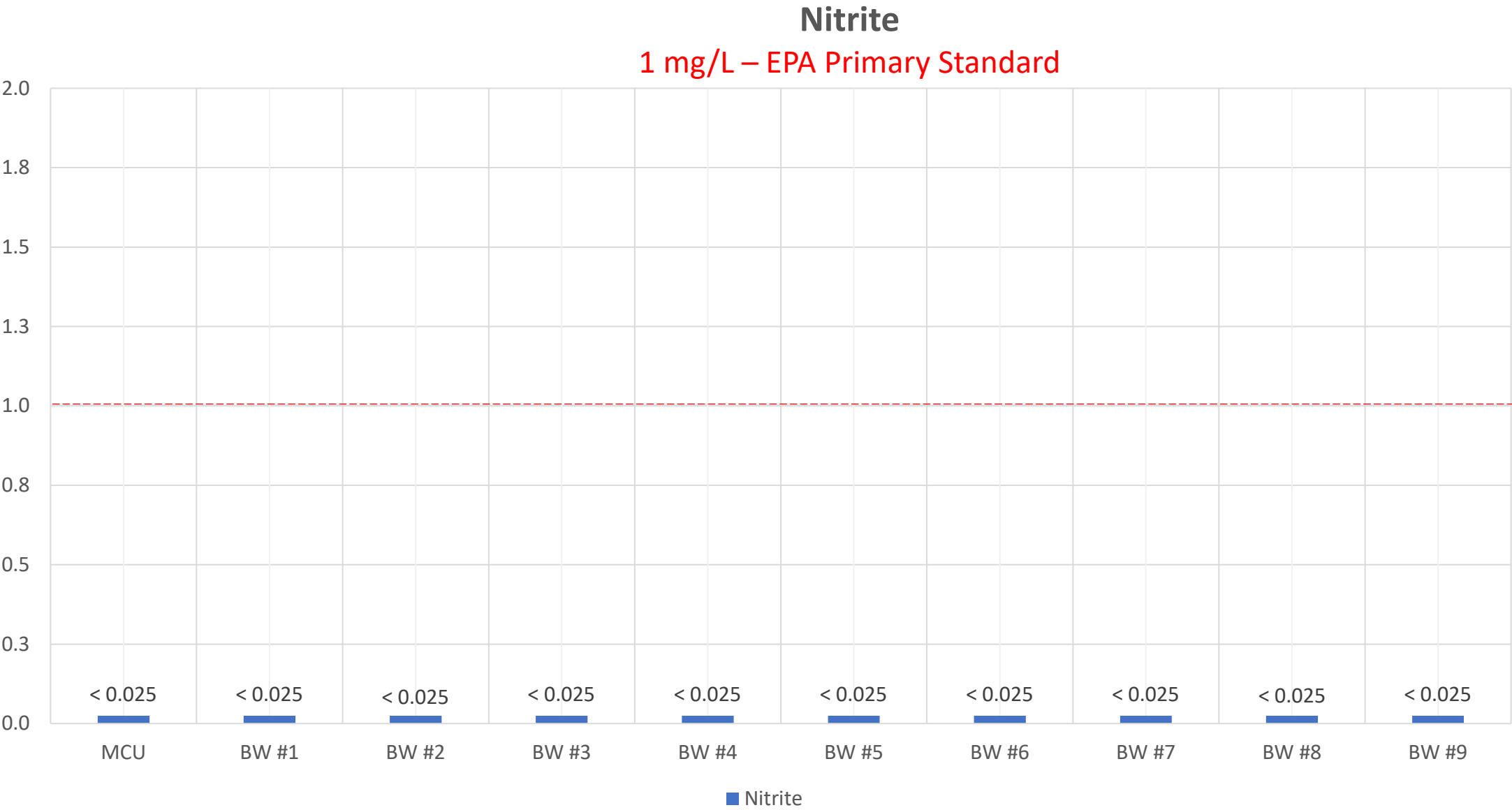
**Chloride - Is a naturally occurring element that is common in most natural waters and is most often found as a component of salt.**



# Nitrate - Is a compound that naturally occurs and has many human-made sources.



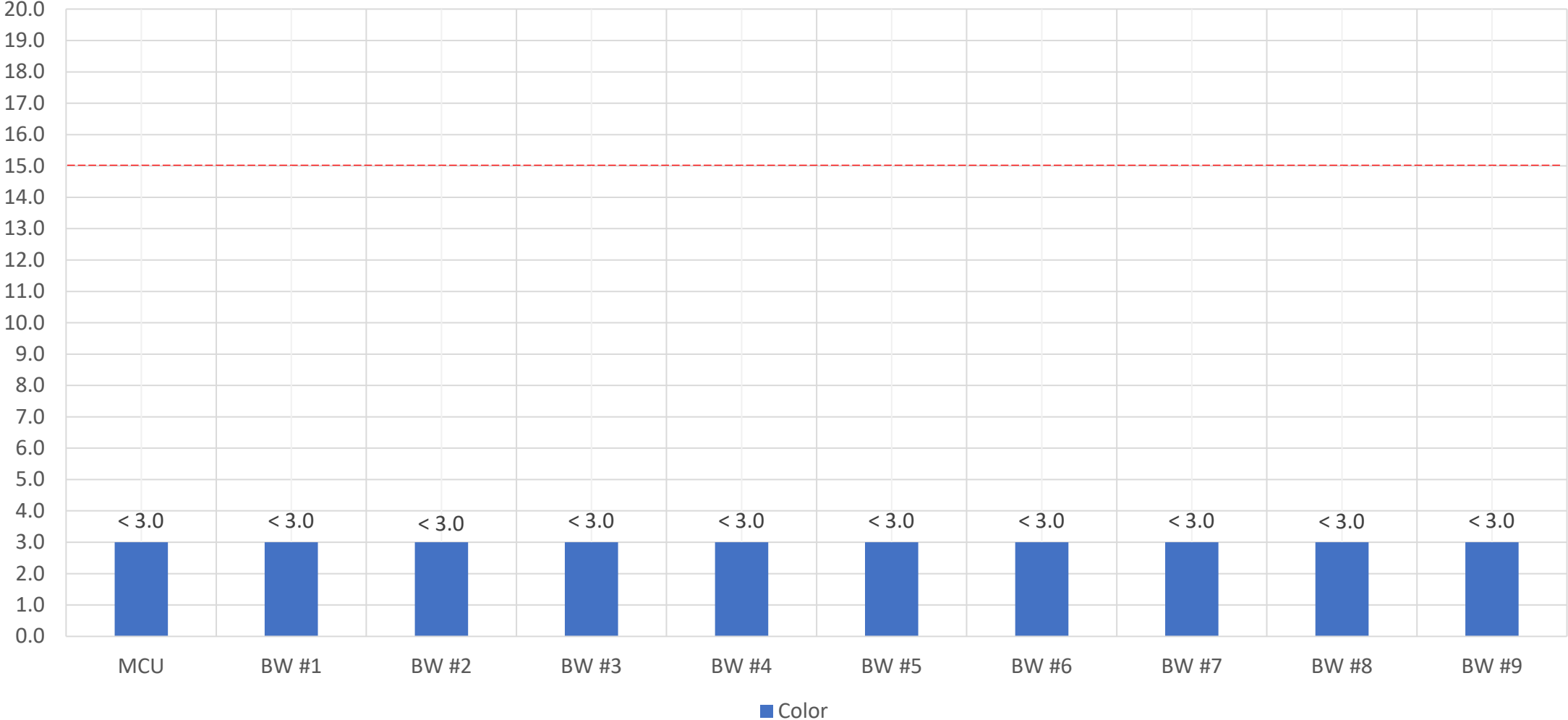
# Nitrite - Come from fertilizers through run-off water, sewage, and mineral deposits.



# Color – In water results primarily from the presence of dissolved organic matter.

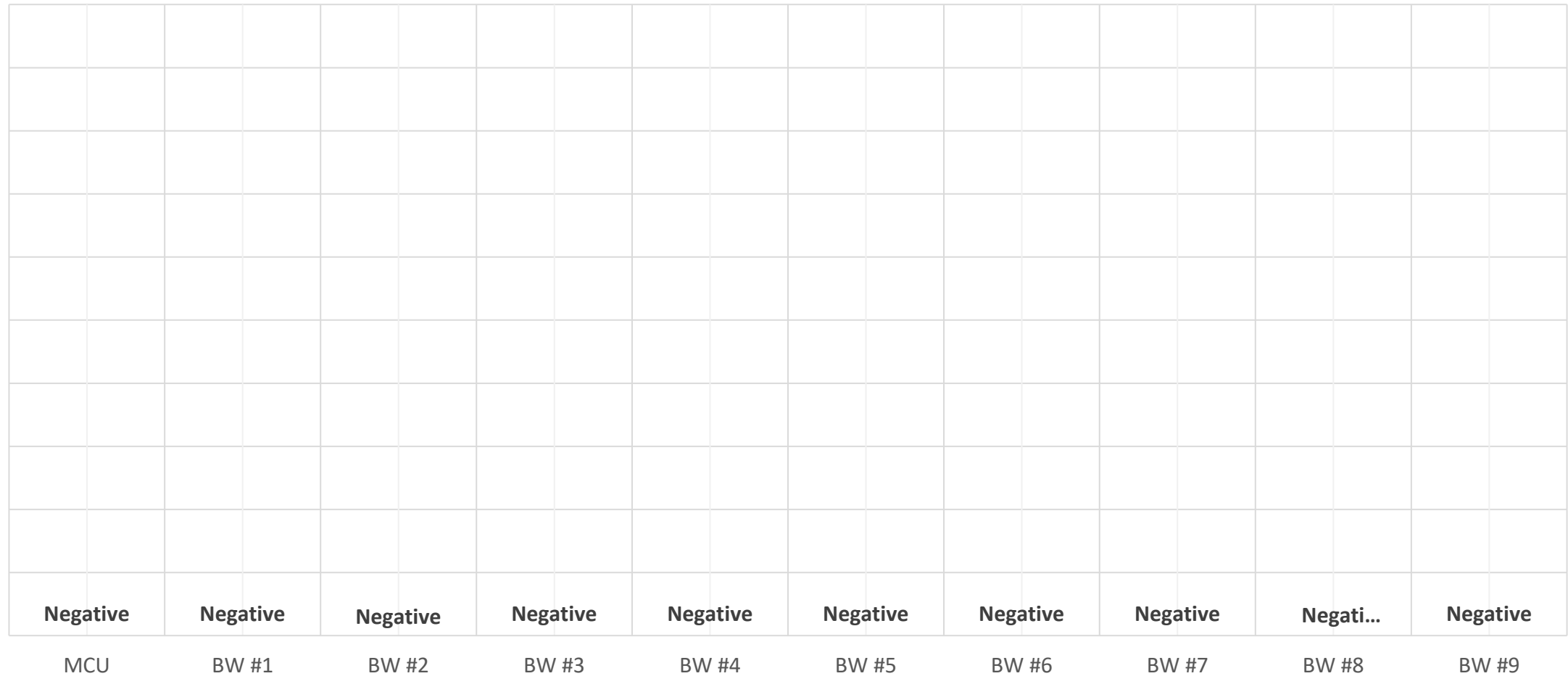
## Color

15 Color Units – EPA Secondary Standards



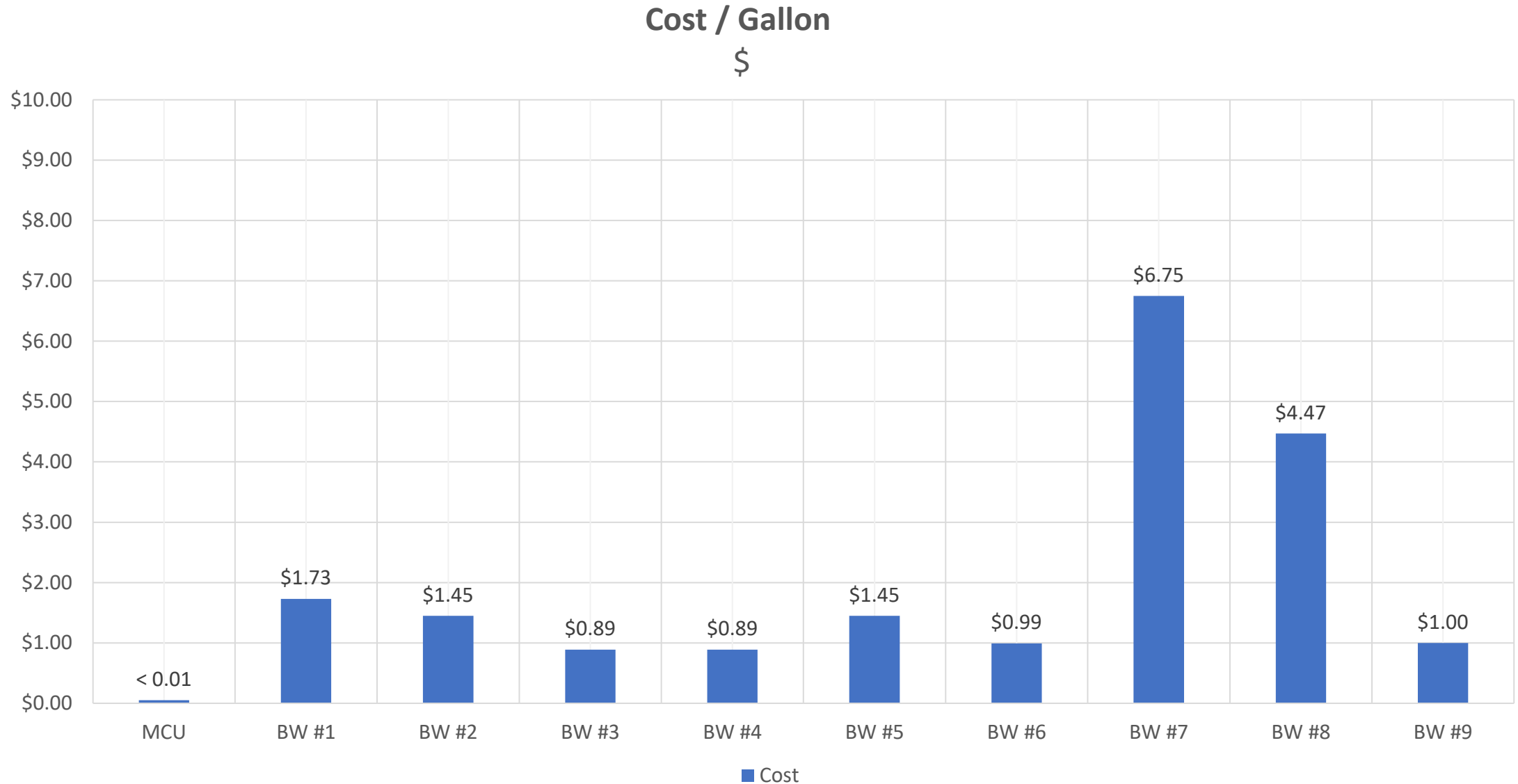
# Total Coliform - Bacteria that are found in the soil, in water that has been influenced by surface water, and in human or animal waste.

Total Coliform  
#/100 mL - Negative



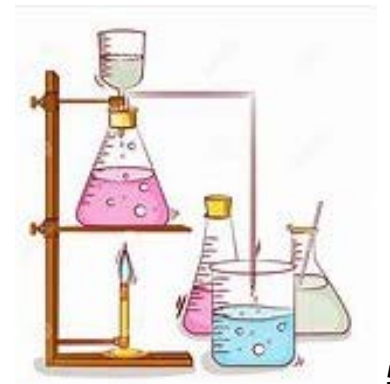
■ Total Coliform

# Cost / Gallon – Retail price of a gallon of water.



# Martin County Utilities

Laboratory Team Working on the project





# Tap and bottled water, how do they compare?

Overall, tap water is a better option for economy, convenience, safety, and a lighter environmental footprint than bottled water.

---

- MCU tap water is priced more than 100 times lower than the least expensive bottled option and delivered at no additional charge.
- Tap water is safe to drink and rigidly regulated. Most people will not be able to tell the difference in taste.
- Bottled water may be more convenient for people on the go. To remedy this, people can carry a reusable bottle and refill it at home or a public facility, which also saves on single-use plastic waste production and recycling or landfill costs.

# Martin County Utilities



## OUR TREATMENT PLANTS

Martin County Utilities is dedicated to protecting public health by providing safe drinking water in a cost effective manner. Our customers are our first priority. As demands on Southeast Florida's limited water resources increase and EPA drinking water standards become more restrictive, these objectives are continually challenged. We are proud of our forward-thinking approach to providing a safe drinking water supply to our citizens.



Tropical Farms Water Treatment Plant



North Water Treatment Plant

Martin County Utilities operates two plants: the North County Water Treatment Plant in Jensen Beach and Tropical Farms Water Treatment Plant in the south. Both plants utilize two distinct underground sources of water, the shallower surficial aquifer and the deeper Floridan aquifer, each requiring different methods of treatment. By treating the more mineralized Floridan aquifer, considered an alternative water source, we conserve the shallow groundwater for future. Blending it with the surficial product water provides alkalinity and hardness and results in a stable finished product.

Our Tropical Farms plant is a 10 million gallon per day (MGD) facility that consists of 8 MGD of reverse osmosis (RO) treated brackish groundwater and 2 MGD of surficial groundwater that has been treated through an iron treatment facility (ITF). The product of the RO process is relatively free of desirable minerals, so ITF

product water is then blended to enhance the stability of the water. The blended water is degasified to strip out hydrogen sulfide gas, followed by pH and alkalinity adjustment. Adequate disinfection is then performed to retain an acceptable residual for safety throughout the system, and the finished water is transferred to storage and pumped to distribution.

Our North plant is an 8.8 MGD facility that consists of 5.5 MGD of RO treated brackish groundwater and 3.3 MGD of surficial water blend. The treatment process is very similar to Tropical Farms. Surficial groundwater is chlorinated and flows through multi-media filters. The RO permeate is degasified and chlorinated prior to mixing with the surficial blend water. Alkalinity and pH are then adjusted, disinfection is accomplished, and finally the finished water is transferred to storage and distribution.

# Winner: Martin County Utilities



  
American Water Works  
Association  
**Florida**Section

**REGION VIII**

**Best Tasting  
Drinking Water  
Contest**

**FOR MORE INFORMATION,  
CONTACT:**

Pierre Vignier  
Port St. Lucie Utility Systems  
900 S.E. Ogden Ln.  
Port St. Lucie, FL 34983

**Wednesday,  
March 16, 2022**

**11:30 a.m. - 1 p.m.**

**Port St. Lucie  
Community Center  
2195 S.E. Airoso Blvd.  
Port St. Lucie,  
FL 34984**

Phone: (772) 871-5434

Main: (772) 528-2153

Fax: (772) 873-6405

Email: [pvignier@cityofpsl.com](mailto:pvignier@cityofpsl.com)

- All Florida Region VIII Utilities are invited to participate and provide one sample of their potable water. All entries will be judged and one will be selected as the "FSAWWA Region VIII Best Tasting Drinking Water Contest Winner."
- The Region VIII winner is invited to participate in the Best of the Best Tasting Drinking Water Contest to be held during the Florida Water Resources Conference (FWRC) on Tuesday, April 26, 2022, at the Ocean Center, Daytona Beach.
- Please review and comply with the sample and judging requirements. Mail or fax registration form to Pierre Vignier using the above information no later than March 9, 2022. A complete list of sample and judging guidelines will be forwarded to all participants.



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

LYING IN SECTION 18, TOWNSHIP 37 SOUTH, RANGE 41 EAST,  
MARTIN COUNTY, FLORIDA

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**COMMENCE** AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE, SOUTH 89°56'41" WEST ALONG THE SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 597.70 FEET TO THE **POINT OF BEGINNING**;

THENCE, CONTINUE SOUTH 89°56'41" WEST ALONG THE SAID SOUTH LINE OF SECTION 18 A DISTANCE OF 60.63 FEET;

THENCE, NORTH 31°06'45" WEST A DISTANCE OF 461.34 FEET;

THENCE, NORTH 58°28'12" EAST A DISTANCE OF 48.35 FEET;

THENCE, SOUTH 31°31'48" EAST A DISTANCE OF 492.99 FEET TO THE SAID SOUTH LINE OF SECTION 18, AND THE **POINT OF BEGINNING**.

CONTAINING 23,898 SQUARE FEET OR 0.55 ACRES, MORE OR LESS.

**SURVEYOR'S NOTES:**

1. THE BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. THE SOUTH LINE OF SECTION 18, TOWNSHIP 37 SOUTH, RANGE 41 EAST BEING SOUTH 89°56'41" WEST.

**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.

\_\_\_\_\_  
RICHARD E. BARNES, JR.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA LICENSE No. LS - 5173

\_\_\_\_\_  
DATE OF SIGNATURE

NOTE: SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.  
DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH  
OF DESCRIPTION AS SHOWN ON SHEET 2 OF 2 OF THIS  
DOCUMENT.

**THIS IS NOT A SURVEY**

BOWMAN CONSULTING GROUP, LTD., INC.  
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 8030

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

**Bowman**  
**C O N S U L T I N G**

Bowman Consulting Group, Ltd., Inc. Phone: (772) 283-1413  
301 SE Ocean Blvd. Fax: (772) 220-7881  
Suite 301, Stuart, Florida 34994 www.bowmanconsulting.com

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Professional Surveyors and Mapper Business Certificate # LB 8030

A PORTION OF SECTION 18,  
TOWNSHIP 37 SOUTH, RANGE 41 EAST

**MARTIN COUNTY**

**FLORIDA**

PATH: P: \010595-Dacar\010595-02-001(SUR)-West-Jensen-Residential\Survey

PROJECT NO. 010595-02-001

REVISED DATE:

DATE: MAR. 8, 2022

CADD FILE: 010595-02-001-S&D

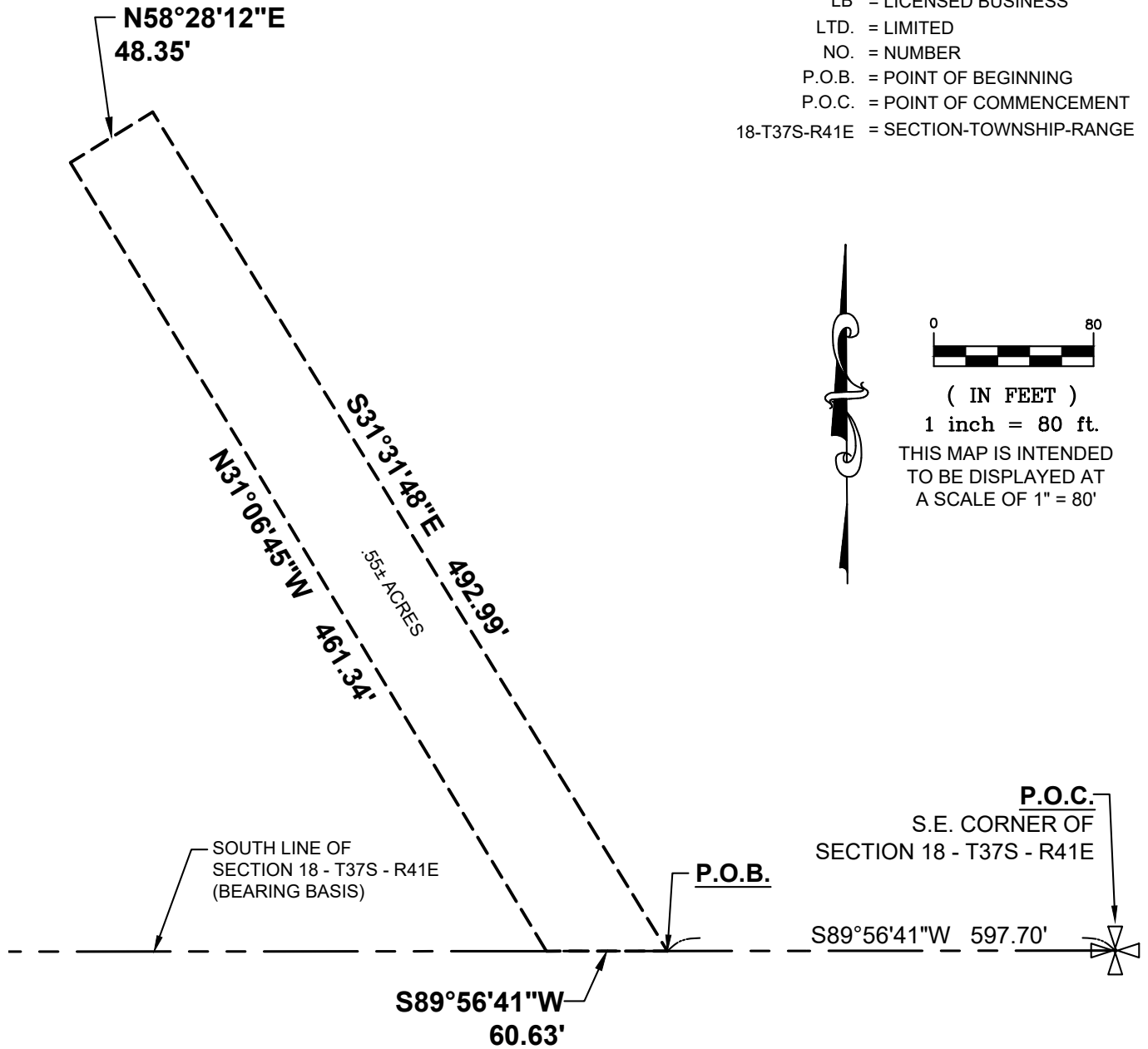
SCALE: N/A

SHEET 1 OF

**EXHIBIT "A"**  
**SKETCH OF DESCRIPTION**  
 LYING IN SECTION 18, TOWNSHIP 37 SOUTH, RANGE 41 EAST,  
 MARTIN COUNTY, FLORIDA

**LEGEND**

- LB = LICENSED BUSINESS
- LTD. = LIMITED
- NO. = NUMBER
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- 18-T37S-R41E = SECTION-TOWNSHIP-RANGE



( IN FEET )  
 1 inch = 80 ft.  
 THIS MAP IS INTENDED  
 TO BE DISPLAYED AT  
 A SCALE OF 1" = 80'

NOTE: SEE SHEET 1 OF 2 FOR DESCRIPTION, SURVEYOR'S NOTES AND CERTIFICATION.

**THIS IS NOT A SURVEY**

**Bowman**  
**C O N S U L T I N G**

Bowman Consulting Group, Ltd., Inc. Phone: (772) 283-1413  
 301 SE Ocean Blvd. Fax: (772) 220-7881  
 Suite 301, Stuart, Florida 34994 www.bowmanconsulting.com

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Professional Surveyors and Mapper Business Certificate # LB 8030

A PORTION OF SECTION 18,  
 TOWNSHIP 37 SOUTH, RANGE 41 EAST

**MARTIN COUNTY**

**FLORIDA**

PATH: P:\010595-Dacar\010595-02-001(SUR)-West-Jensen-Residential\Survey

PROJECT NO. 010595-02-001

REVISED DATE:

DATE: MAR. 8, 2022

CADD FILE: 010595-02-001-S&D

SCALE: 1"=80'

SHEET 2 OF